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PIERCE COUNTY  
REGISTER OF DEEDS  
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**CORRECTIVE MASTER DECLARATION**

**OAK HILL**

THIS CORRECTIVE MASTER DECLARATION OF OAK HILL IS BEING RECORDED TO CORRECT THAT CERTAIN MASTER DECLARATION OF OAK HILL DATED JULY 13, 2023, AND RECORDED ON SEPTEMBER 22, 2023 IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR PIERCE COUNTY, WISCONSIN, AS DOCUMENT NO. 618232.

**MASTER DECLARATION  
OAK HILL**

This Master Declaration of Oak Hill (the “Master Declaration”), is made and executed this 20th day of February, 2024, by CREATIVE HOME CONSTRUCTION INVESTMENTS, LLC, a Wisconsin limited liability company (the “Master Developer”).

**WITNESSETH**

**WHEREAS**, the Master Developer, as the owner or with consent of the owner(s) attached hereto, desires to submit certain real property located in the County of Pierce, State of Wisconsin, and legally described in Exhibit A attached hereto (the “Property”) to this Master Declaration;

**WHEREAS**, the Master Developer also owns, or may acquire, and has the authority add to the Property, all or part of the real property legally described in Exhibit C attached hereto (the “Additional Property”);

**WHEREAS**, the Master Developer has established the Master Association, as defined in this Master Declaration, to act as a “master association”, for the purposes described in this Master Declaration;

**WHEREAS**, the Property and any Additional Property subjected to this Master Declaration shall not, collectively, constitute a separate common interest community; and

**WHEREAS**, the Master Developer desires to provide for the administration of certain services for the Property; the enforcement of the covenants, conditions and restrictions contained in this Master Declaration; and the preservation of the amenities and architectural character of the Property; and to this end wishes to subject the Property to this Master Declaration.

**NOW, THEREFORE**, the Master Developer, with the consents of the owners of those parts of the Property not owned by the Master Developer, subjects the Property to this Master Declaration, declaring (i) that this Master Declaration shall constitute covenants to run with the Property, and (ii) that the Property, and any Additional Property added thereto, shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in this Master Declaration, all of which shall be binding upon all Persons, as defined in this Master Declaration, having or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

**SECTION 1  
DEFINITIONS**

The following terms, as used in this Master Declaration, shall have the following meanings:

1.1 “Act” means the Wisconsin Nonstock Corporation Act, Wisconsin Statutes Chapter 181, as amended.

1.2 “Additional Property” means the real property described in Exhibit C attached hereto, and all Improvements located thereon, now or in the future, which Additional Property the Master Developer has the unilateral right to add to the Property.

1.3 “Builder” means a Person who acquires a Unit from the Master Developer or another Person for the construction and sale of a Dwelling located or to be located thereon.

1.4 “Building” means each structure which is or becomes a part of the Property and contains a Dwelling or Dwellings.

1.5 “City” means the City of River Falls, Wisconsin.

1.6 “Dwelling” means all or part of a Building consisting of one or more floors, which is intended for separate ownership as a single-family residence, and constituting or located within a Unit. A Dwelling may be (i) a detached single-family residential structure or (ii) one of multiple residences within a Building.

1.7 “Improvement” means any physical improvement of any kind, including without limitation any Building, wall, fence, retaining wall, sign, enclosure, screening, utilities system, communications system, irrigation or drainage system, pond, roadway, trail, trees, shrubs or other planting, landscaping, or any other type of structure or physical improvement, and any additions or changes thereto, located on the Property.

1.8 “Master Assessments” means, collectively, all assessments levied (i) by operation of the Master Governing Documents, or (ii) by the Master Association pursuant to Section 6.

1.9 “Master Association” means Oak Hill Master Association, Inc., a nonprofit, nonstock corporation created pursuant to the Act.

1.10 “Master Board” means the board of directors of the Master Association as provided for in the Master Bylaws.

1.11 “Master Bylaws” means the bylaws governing the operation of the Master Association, as amended from time to time.

1.12 “Master Common Elements” means all portions of the Property, or interests therein, now or hereafter owned by the Master Association and intended for the common use and enjoyment of the Owners and Occupants and their invitees. The Master Common Elements as of the date of recording of this Master Declaration are described in Exhibit B. Exhibit B may be amended to include additional Master Common Elements as authorized by Section 2.2, Section 2.3 and Section 13.

1.13 “Master Common Expenses” means all expenditures made or liabilities incurred by or on behalf of the Master Association and incident to its operation.

1.14 “Master Declaration” means this Master Declaration and all exhibits hereto, as amended from time to time.

1.15 “Master Developer” means by Creative Home Construction Investments, LLC, a Wisconsin limited liability company, and any Person who, under the terms of this Master Declaration or by law, succeeds to any Master Developer Rights.

1.16 “Master Developer Control Period” means the time period during which the Master Developer has the exclusive right to appoint the members of the Master Board, as described in Section 12.5.

1.17 “Master Developer Rights” means the exclusive rights reserved to the Master Developer as described in Section 12 and as otherwise established by this Master.

1.18 “Master Governing Documents” means this Master Declaration, and the Articles of Incorporation and Master Bylaws of the Master Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.19 “Master Rules” means rules of the Master Association, as approved from time to time by the Master Board, which relate to the Master Association’s operations, or the use or operation of the Property.

1.20 “Member” means a member of the Master Association as described in Section 3.4. The term Owner and Member may be used interchangeably herein.

1.21 “Monument Easement” means the Declaration and Grant of Easement (Monument Sign and Landscaping) recorded or to be recorded against certain portions of the Property establishing a monument easement thereover for the benefit of the Property and the Master Association.

1.22 “Mortgagee” means a Person that is the holder of a loan secured by a mortgage on any Unit, and its successors and assigns.

1.23 “Neighborhood” a part of the Property, containing one or more Units, that is designated as a Neighborhood in accordance with Section 3.3.

1.24 “Neighborhood Assessment” means a Master Assessment levied against the Units within a certain Neighborhood but not all Units, in accordance with Section 6.4.

1.25 “Neighborhood Association” means an owners’ association governing a certain Neighborhood.

1.26 “Neighborhood Board” means the Board of Directors of a Neighborhood Association.

1.27 “Neighborhood Declaration” means a declaration or similar recorded instrument containing covenants, conditions, restrictions and easements establishing or governing a certain Neighborhood.

1.28 “Neighborhood Developer” means a Person that acquires Property from the Master Developer for development of a Neighborhood.

1.29 “Neighborhood Governing Documents” means the articles of incorporation, bylaws, and Neighborhood Declaration, if any, governing a certain Neighborhood.

1.30 “Neighborhood Property” means real property within a Neighborhood.

1.31 “Neighborhood Rules” means rules approved from time to time by a Neighborhood Board, which only apply to a particular Neighborhood.

1.31 “Occupant” means any person other than an Owner occupying a Dwelling.

1.32 “Owner” means the owner of a Unit. The term “Owner” shall exclude Mortgagees, contract for deed vendors, holders of reversionary or remainder interests and other secured parties. The term “Owner” includes contract for deed vendees and holders of a life estate.

1.33 “Person” means a natural person, corporation, limited liability company, partnership, limited liability partnership, trust or other legal entity.

1.34 “Property” means all of the real property subjected to this Master Declaration, now or in the future, including the Units and all other structures and Improvements located thereon. The Property is legally described in Exhibit A attached hereto.

1.35 “Unit” means a portion of a Neighborhood which is intended for separate ownership, including (i) a part of a Neighborhood consisting of a platted lot upon which a single Dwelling is located or intended to be located, the boundaries of which are the boundary lines of the platted lot with no upper or lower boundaries, or (ii) a part of a Building within a Neighborhood containing one or more Dwellings, the boundaries of which are shown on a recorded plat.

References to Sections refer to Sections of this Master Declaration unless otherwise indicated. References to the singular may refer to the plural, and conversely, depending upon context.

## **SECTION 2 PROPERTY**

2.1 Property. The Property subject to this Master Declaration is described in Exhibit A attached hereto, as amended from time to time. Those parts of the Property constituting Master Common Elements are described in Exhibit B attached hereto, as amended from time to time. The Master Common Elements are or will be owned by the Master Association. The designation of any part of the Property as Master Common Elements does not mean or imply a dedication of such Property to the public or that the public acquires any ownership, easement, right of use or enjoyment, or right of access therein; except as expressly provided in this Master Declaration or another recorded instrument granting such rights.

2.2 Annexation of Additional Property. The Master Developer may, but is not obligated to, subject all or any part of the Additional Property described in Exhibit C to this Master Declaration as part of the Property. This right shall be exercised by the Master Developer in accordance with the provisions of Section 13 of this Master Declaration. Any

property so annexed may be designated as Master Common Elements, or Units or other Neighborhood Property.

2.3 Annexation of Other Property. In addition to the Additional Property, other real property may be annexed to the Property and subjected to this Master Declaration subject to the following requirements: (i) the parcel shall be owned by the Master Developer; (ii) the annexation shall be approved by the Master Board; and (iii) an amendment to this Master Declaration describing the annexation and the parcel being annexed, subjecting said parcel to this Master Declaration, and reallocating Master Common Expense obligations, voting rights and memberships, shall be executed by the Master Developer, consented to by any Mortgagee of the annexed parcel, and recorded. Any property so annexed may be designated as Master Common Elements, Units or other Neighborhood Property.

2.4 Deannexation of Property. Portions of the Property may be deannexed and withdrawn from this Master Declaration subject to the following requirements: (i) the Property shall be owned by the Master Developer; (ii) the deannexation shall be approved by the Master Developer and Master Board; and (iii) an amendment to this Master Declaration describing the deannexation and the parcel being deannexed shall be executed by the Master Developer, consented to by any Mortgagee of the deannexed parcel, and recorded. Upon recording of the amendment, the deannexed parcel shall no longer be subject to this Master Declaration.

2.5 Interests Subject to Plan of Development. Every Person holding or acquiring an interest in any portion of the Property, shall take title or hold such interest subject to the Master Developer's rights pursuant to this Master Declaration. Notwithstanding anything to the contrary in this Master Declaration, the Master Developer's rights or obligations under the Master Governing Documents may not be changed in whole or in part without the prior written consent of the Master Developer, which consent may be granted or denied in the Master Developer's sole and absolute discretion.

### **SECTION 3 ASSOCIATION STRUCTURE, AUTHORITY AND MEMBERSHIP**

3.1 Formation/Purposes. The Master Association is formed pursuant to the Act.. The Master Association shall have the obligation and the power to perform the following functions:

3.1.1 To maintain, repair and replace the Master Common Elements, and all Improvements thereon, and to provide such other maintenance, repair and replacement as the Master Association is obligated to provide under this Master Declaration;

3.1.2 To administer and enforce the covenants, conditions, restrictions, easements, and other rights and obligations, set forth in the Master Governing Documents;

3.1.3 To control, preserve and enhance the architectural, aesthetic and environmental character of the Property; and

3.1.4 To administer and coordinate the operation and use of the Master Common Elements.

3.2 Powers and Administration. The operation and administration of the Master Association shall be governed by the Master Governing Documents and the Act.

3.2.1 The Master Association is responsible for the overall operation, management and control of the Property. The Master Association shall have and exercise all powers relating to the operation and maintenance of the Property on behalf of all Owners and Occupants, except to the extent that such powers are expressly reserved to one or more of the Neighborhood Associations, Neighborhood Developers or relinquished by the Master Association in accordance with the procedures described in the Master Bylaws. All Neighborhood Governing Documents shall contain provisions subordinating the powers of those Neighborhood Associations to the Master Association, subject to the foregoing reservation or relinquishment of powers.

3.2.2 Subject to the limitations in Section 3.2.1, the Master Association shall have all powers with respect to the operation, management and control of the Property and the Master Association as are granted to an association, by the Master Bylaws, by the Act, and statutes amendatory thereof, and by law, and those powers delegated to and accepted by the Master Association by a Neighborhood Association or Neighborhood Developer in compliance with the Master Governing Documents.

3.2.3 The power and authority of the Master Association is vested in the Master Board, unless action or approval by the Owners is expressly required by the Master Governing Documents. All references to the Master Association mean the Master Association acting through the Master Board unless specifically stated to the contrary.

3.2.4 It is recognized that the interests of the Owners may be served in the future by expanding or restricting the Master Association's powers. The powers of the Master Association may be expanded by amending this Master Declaration, and the Master Bylaws if necessary, for consistency.

3.2.5 The Master Board shall have exclusive authority to approve and implement such reasonable Master Rules as it deems necessary from time to time for the purpose of operating and administering the affairs of the Master Association and regulating the use of those parts of the Property over which it has jurisdiction. The Master Rules shall not be inconsistent with the other Master Governing Documents. The inclusion in other parts of the Master Governing Documents of authority to approve Master Rules shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Master Rules shall be effective only after reasonable notice thereof has been given to the Owners.

3.2.6 The Master Board, and the Master Developer as long as it owns any part of the Property or has the right to add Additional Property to the Property, shall approve all Neighborhood Declarations prior to their recording against any part of the Property. The purpose of the approval shall be to assure that the Neighborhood Declarations are subordinate to and consistent with the Master Declaration, that they do not usurp or impair the power and authority of the Master Association, and that they comply with this Master Declaration.

3.3 Neighborhoods. Separately designated parcels of the Property comprised of defined types of development or use, including, without limitation, single-family detached houses, multiplex, townhomes or zero lot line homes, or any other separately designated area within the Property devoted to a common purpose, may be designated by the Master Developer as a Neighborhood, or a Neighborhood may be comprised of more than one housing type if permitted under applicable law. The Master Developer must approve each Neighborhood designation, Neighborhood Developer, and any Neighborhood Governing Documents for such Neighborhood prior to the start of construction or marketing in the Neighborhood, the recording of any Neighborhood Declaration, or the creation of the Neighborhood Association.

3.3.1 Certain Neighborhoods, and the Units within that Neighborhood, may be subject to, a Neighborhood Declaration containing covenants, conditions, restrictions and easements consistent with the Master Governing Documents. Each such Neighborhood shall, subject to this Master Declaration and the Neighborhood Governing Documents, be governed by the Master Association and a Neighborhood Association, in both of which the Owners of the Units in the Neighborhood shall be the members. Except to the extent delegated or reserved to, or performed by, the Master Association, the Neighborhood Association shall be responsible for administering the additional covenants applicable to the Neighborhood Property within its jurisdiction and for maintaining, in accordance with the Master Governing Documents and its Neighborhood Governing Documents, any Neighborhood Property which it owns or which its respective covenants designate as being for the common benefit of its members. Each Neighborhood Association shall have a Neighborhood Board, which shall be elected by the members of the Neighborhood Association, subject to the rights afforded to a Neighborhood Developer to appoint the members of a Neighborhood Board under the applicable Neighborhood Governing Documents. The Neighborhood Board shall administer the affairs of the Neighborhood Association in accordance with and to the extent permitted by its Neighborhood Governing Documents and the Master Governing Documents. The Master Association shall have the power to veto any action that a Neighborhood Association proposes to take if the Master Board reasonably determines the proposed action to be adverse to the interests of the Master Association or the Owners. The Master Association also shall have the power to require specific action to be taken by any Neighborhood Association in connection with its obligations and responsibilities, such as specific maintenance, repairs or aesthetic changes.

3.3.2 Any Neighborhood consisting solely of platted lots designed or utilized for detached single family Dwellings need not be subject to a Neighborhood Declaration and/or governed by a Neighborhood Association. Each such Neighborhood shall be subject only to the terms and conditions of this Master Declaration and not any Neighborhood Declaration, and shall be governed only by the Master Association in which all Owners shall be the Members and not any Neighborhood Association.

3.3.3 The Master Developer has the power to (i) redesignate Neighborhood boundaries; (ii) change the number of Units in a Neighborhood; or (iii) combine or subdivide two or more Neighborhoods, subject to the requirements of Section 13.

3.3.4 New, additional Neighborhoods may be created or added to on Additional Property or other property added to the Property pursuant to Section 2.2 or 2.3, as applicable, or replatted from existing outlots.

3.3.5 In addition to the Master Developer's right to add to, subdivide or combine Neighborhoods under Section 13, a Neighborhood Developer or Neighborhood Association may petition the Master Board for an addition to, or combination or subdivision of, a Neighborhood. The petition shall include specific details of the proposed change, together with any other information required by the Master Board. Unless otherwise agreed by the Master Board, the Person(s) making the petition shall be responsible for the payment of all fees and costs in connection with the change. The Master Governing Documents must be amended as necessary to reflect the change. The amendment must be approved in writing by the (i) the Neighborhood Board of each affected Neighborhood, if any; (ii) the Master Board; (iii) the Master Developer so long as it owns an unsold Unit for sale or has the right to subject any Additional Property to this Master Declaration; and (iv) the Neighborhood Developer of the affected Neighborhood so long as it owns an unsold Unit for sale in the Neighborhood or has the right to add additional real estate to the Neighborhood.

3.3.6 Except as expressly authorized by this Master Declaration, no Neighborhood shall be terminated, no Neighborhood Governing Documents shall be amended, and no Neighborhood Association shall be dissolved or subjected to bankruptcy or insolvency proceedings, without the prior written approval of (i) the Master Board; (ii) the Neighborhood Board of the affected Neighborhood, if any; (iii) the Master Developer so long as it owns an unsold Unit for sale or has the right to subject Additional Property to this Master Declaration; and (iv) the Neighborhood Developer so long as it owns an unsold Unit for sale in the Neighborhood or has the right to subject additional property to the Neighborhood Declaration.

3.4 Membership. Membership in the Master Association is governed by the following qualifications:

3.4.1 Each Owner is a Member of the Master Association by reason of Unit ownership, and the membership is automatically transferred with the conveyance of the Owner's title to the Unit. An Owner's membership terminates when the Owner's Unit ownership terminates. When more than one Person is an Owner of a Unit, all such Persons are Members of the Master Association, but multiple ownership of a Unit does not increase the voting rights allocated to the Unit nor authorize the division of the voting rights.

3.4.2 No Person holding a security interest in any Unit shall be a Member solely by reason of such interest.

3.4.3 Additional memberships in the Master Association may be created only by (i) subjecting Additional Property or other property to this Master Declaration, or (ii) subdividing a Unit into two or more Units as provided in this Master Declaration.

3.5 Voting Allocation. Each Unit is allocated one (1) vote in the affairs of the Master Association, that the Owners are entitled to vote. The voting rights of the Owners are more fully

described in Section 3 of the Master Bylaws. The voting rights described in this Section 3.5 shall be automatically reallocated on the same basis among all Units as and if additional Units are added to the Property. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Master Association. However, if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the Bylaws may cast such vote.

3.6 Master Common Expense Allocation. Except as otherwise provided in Sections 6.4, 6.5 and 6.7, Master Common Expense obligations shall be assessed and levied against the Units equally. The Master Common Expense obligations described in this Section 3.6 shall be automatically reallocated on the same basis among all Units as and if additional Units are added to the Property.

3.7 Appurtenant Rights and Obligations. The ownership of a Unit shall include the voting rights and Master Common Expense obligations described above. Said rights and obligations, and the title to the Units, shall not be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Unit, separate from the title to the Unit shall be void. The allocation of the rights and obligations described herein may not be changed, except in accordance with the Master Governing Documents.

3.8 Master Bylaws. The Master Association shall have Master Bylaws. The Master Bylaws govern the operation and administration of the Master Association, subject to this Master Declaration in the event of a conflict. The Master Bylaws are binding upon all Owners and Occupants, and their invitees, all secured parties and all other Persons holding or acquiring any interest in the Property.

3.9 Master Board of Directors. The Master Association's affairs are administered and managed by the Master Board, as provided in the Master Bylaws. Directors shall be elected, serve and exercise their powers as provided in the Master Bylaws.

3.10 Scope and Binding Effect of Actions. All agreements and determinations made by the Master Association in accordance with the powers and purposes established by the Master Governing Documents are binding upon all Persons having any interest in or using the Property.

3.11 Management. The Master Association shall at all times employ a professional manager or managers to manage the Master Association and the Property. The manager shall be a reputable and experienced manager of owners associations, and shall be subject to approval by the Master Developer so long as the Master Developer owns a Unit for sale or has the right to add Additional Property to the Property. The manager may be an employee of the Master Association or an independent contractor. The Master Board may delegate to a manager the management duties imposed upon the Master Association's officers and directors by the Master Governing Documents. However, such delegation does not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Master Governing Documents and by law. The Master Developer and/or an affiliate of the Master Developer may be employed as the manager of the Master Association and/or the Property pursuant to a separate, written agreement, subject to termination as provided by the management agreement.

3.12 Appointment of Officers and Directors by the Master Developer. The Master Developer has the exclusive right to appoint the officers and directors of the Master Association during the Master Developer Control Period, as set forth in Section 12.5.

#### **SECTION 4 MASTER COMMON ELEMENTS AND PROPERTY RIGHTS**

4.1 General. Those parts of the Property owned by the Master Association and not included within the Units or other Neighborhood Property constitute Master Common Elements, which shall be owned by the Master Association for the benefit of the Owners and Occupants. The Owners and Occupants shall have a reasonable right of use and enjoyment in the Master Common Elements, subject to the Master Governing Documents. The rights, easements and obligations attributable to a Unit shall pass with the title to the Unit as an appurtenance thereto, whether or not specifically described.

4.2 Management and Operation. Except as otherwise expressly provided in the Master Governing Documents, the Master Association shall manage, administer, operate, maintain, repair and replace the Master Common Elements. Master Common Expenses for the operation of the Master Association, the maintenance, repair, replacement and management of the Master Common Elements, and such other management, maintenance, repair and replacement as the Master Association is obligated to provide under Section 9, shall be assessed against and collected from the Owners in accordance with Section 6.

4.3 Title to Master Common Elements. When Additional Property or other property is subjected to this Master Declaration, title to that portion of such Additional Property or other property constituting Master Common Elements shall simultaneously be conveyed to the Master Association, unless otherwise determined by the Master Developer. Master Common Elements shall be conveyed and owned subject to: (i) building and zoning laws, and state and federal regulations; (ii) reservations of mineral rights in the State of Wisconsin; (iii) the lien of real estate taxes not yet due and payable; (iv) this Master Declaration, and other agreements, easements, covenants, conditions and restrictions of record; and (vi) any exceptions which would be apparent from a survey or physical inspection of the property in question.

4.4 Limitations on Rights and Easements. The easements and other rights of the Owners and Occupants with respect to the Master Common Elements shall be subject to the obligations, conditions and restrictions described in this Master Declaration, all of which shall be appurtenant to and pass with the title to each Unit.

#### **SECTION 5 EASEMENTS**

The following appurtenant easements and rights are hereby granted or reserved, as applicable, over, under and across the Property.

5.1 Access. Each Unit shall be the beneficiary of a nonexclusive easement for access to and from a public roadway on and across those portions of the Master Common Elements designed for use as roadways, alleys, trails or walkways, as originally constructed, or otherwise designated by the Master Association, subject to any restrictions authorized by the Master Governing Documents.

5.2 Use and Enjoyment. Each Unit shall be the beneficiary of nonexclusive easements for use and enjoyment on and across the Master Common Elements, subject to any restrictions authorized by the Master Governing Documents.

5.3 Utilities, Services and Operating Systems. The Master Common Elements, the Units and other Neighborhood Property shall be subject to and benefited by nonexclusive easements in favor of applicable governmental authorities, the Master Association and all utility companies and other service providers for the installation, use, maintenance, repair and replacement of all utilities, services and common operating systems, such as natural gas, electricity, telephone, cable TV, internet and other electronic communications, water, sewer, and similar services, irrigation systems, water management systems, fire control systems and other common operating systems, and metering and control devices, that exist, that are constructed as part of the development of the Property or the Additional Property by governmental authorities or the Master Developer, that are approved by applicable governmental authorities, that are approved by the Master Association under authority contained in the Master Governing Documents, or that are described or referred to in a plat, this Master Declaration or other recorded instruments. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to and benefited by a non-exclusive easement in favor of the other Units, the Master Common Elements and the Master Association for all such utilities, services and systems installed in accordance with the foregoing provision of this Section.

5.4 Drainage. The Master Common Elements, the yard areas of the Units, other Neighborhood Property and the Additional Property (regardless of whether it is added to the Property), shall be subject to and benefited by nonexclusive easements for surface water drainage over those parts of the Property and Additional Property which are designed, improved or graded for such purposes.

5.5 Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, other Neighborhood Property and the Master Common Elements shall be subject to and benefited by nonexclusive easements in favor of the Master Association for the maintenance, repair, replacement and reconstruction of the Master Common Elements and utilities serving the Units, to the extent necessary to fulfill the Master Association's obligations under the Master Governing Documents. Each Owner shall afford to the Master Association and its management agents and employees, access at reasonable times and upon reasonable notice, to and through the yard area of the Unit for maintenance, repair and replacement; provided that access may be had without notice and at any time in case of emergency.

5.6 Emergency Access to Units. In case of emergency, all Units are subject to an easement, without notice and at any time, in favor of the Master Association for access by the Master Association's management agents, and in favor of fire, police or other public safety personnel.

5.7 Project Signs. The Master Developer, each Neighborhood Developer and the Master Association shall have a non-exclusive easement and right to erect and maintain temporary and permanent signs and related landscaping, fencing, monuments and related improvements identifying the Property or a Neighborhood and/or for other business or construction related purposes on and over the Master Common Elements, the Neighborhood common elements and those parts of the yard areas of Units designated or reserved for the

placement of signs. Those parts of the Master Common Elements on which permanent monument signs or related improvements are located shall be subject to non-exclusive easements in favor of the Master Association for the continuing use, maintenance, repair and replacement of said signs and improvements.

5.8 Master Developer Rights. The Units, other Neighborhood Property and the Master Common Elements are subject to exclusive easements in favor of the Master Developer for the exercise of its Master Developer Rights as described in the Master Governing Documents. Easements in favor of the Master Developer shall terminate only upon the voluntary, written surrender of the easement right or at such time as the Master Developer no longer owns a Unit for sale or has the right to add Additional Property to the Property.

5.9 Trails. Each Unit shall be the beneficiary of a nonexclusive trail easement on and across those portions of the Master Common Elements or Neighborhood Property designated for use as trails, as originally constructed, or otherwise designated by the Master Association, subject to any restrictions authorized by the Master Governing Documents, if any.

5.10 Other Easements. The Property shall be subject to such other easements as may be authorized by the Master Association under authority contained in the Master Governing Documents or recorded against the Property by reason of the requirements of any governmental authority having jurisdiction over the Property in connection with the development of the Property or Additional Property including, without limitation, the Fence Easement and the Retaining Wall Easement.

5.11 Continuation, Scope and Conflict of Easements. The easements set forth in this Section (i) shall run with the land and shall be appurtenant to the benefited Property; (ii) shall supplement and not limit any easements described elsewhere in this Master Declaration, or otherwise recorded; (iii) shall be permanent, subject only to termination in accordance with the terms of the easement; and (iv) shall include reasonable access to the easement areas over and through the Property for purposes of construction, maintenance, repair, replacement and reconstruction.

5.12 Non Interference; Impairment Prohibited. All Persons exercising easement rights shall do so in a reasonable manner so as not to materially interfere with the operation of the Property or cause damage to the Property, and shall be financially liable for all costs of repair of any part of the Property which is damaged by the Person's exercise of the easement rights. No Person shall impair, obstruct or cause damage to any easement area, or improvements or equipment installed therein. Notwithstanding anything in this Master Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Unit or the right to utility services thereto.

5.13 Benefit of Easements. All easements benefiting a Unit shall benefit the Owners and Occupants of the Unit, and their families and guests. However, an Owner who has delegated the right to occupy the Unit to an Occupant or Occupants, whether by a lease or otherwise, does not have the use and other easements rights in the Property during such delegated occupancy, except (i) as a guest of an Owner or Occupant, or (ii) in connection with the inspection of the Unit or recovery of possession of the Unit pursuant to law.

5.14 Restriction on Third Party Easement Grants. No Owner or Neighborhood Association shall grant any easement or similar rights upon any portion of the Property without the prior written approval of (i) the Master Board, and (ii) the Master Developer so long as the Master Developer owns an unsold Unit for sale or has the right to subject Additional Property to this Master Declaration; provided, that such approval shall not be unreasonably withheld if the easement is for a purpose consistent with the Master Governing Documents and does not prejudice the rights of any Person thereunder.

5.15 Creation of Additional Easements. The Master Developer hereby reserves the right, in the event that part or all of the Additional Property is not added to the Property, to have, use, create, grant and convey the following easements for the benefit of the Additional Property not added (the "Excluded Property"), for the following purposes and under the following conditions:

5.15.1 To connect any utilities, cable TV, data, electronic communication or other service systems or facilities constructed on the Excluded Property to any utilities, cable TV, data, electronic communication or other systems providing services to the Property, including the right to utilize such facilities and services as are located within or serve the Property.

5.15.2 To have reasonable access over and under the Property to install, repair, maintain and replace all utilities and related facilities and systems installed on the Excluded Property, and to do such other acts as are necessary to connect with and utilize such services, facilities and systems located on the Property.

5.15.3 To have reasonable access to the Excluded Property and to construct and maintain any improvements reasonably necessary to make the access usable.

5.15.4 To cause to be recorded against the Property and the Excluded Property such instruments as may be reasonably necessary to create and memorialize any of the foregoing rights and easements. The Master Association shall, upon the Master Developer's reasonable request, join in executing any such instruments, and shall otherwise cooperate with the Master Developer in furtherance of the establishment of the rights and easements referred to herein.

5.15.5 Notwithstanding the foregoing, the Master Developer, any other owner of an Excluded Parcel, or any owners' association governing the Excluded Parcel, as applicable, shall be responsible to pay its fair share of the maintenance, repair and replacement of any improvements to the Property which are utilized by or for the benefit of such part of the Excluded Property, and all costs associated with changes or damage to the Property caused by the installation, use or maintenance of the services or facilities by the Master Developer or its successors or assigns.

## **SECTION 6 ASSESSMENTS AND FEES FOR MASTER COMMON EXPENSES**

6.1 General. The Master Association has authority to levy Master Assessments against the Units. A budget shall be established and Master Assessments for Master Common Expenses shall be determined and levied against the Units by the Master Board, in its discretion,

subject to the requirements and procedures set forth in this Section 6, and the requirements of the Master Bylaws. Master Assessments shall include annual Master Assessments under Section 6.2 and may include special Master Assessments under Section 6.3, Neighborhood Assessments under Section 6.4, and limited Master Assessments under Section 6.5. Subject to Section 6.7, annual Master Assessments and special Master Assessments shall be allocated among the Units in accordance with Section 3.6. Neighborhood Assessments and limited Master Assessments shall be allocated among the Units as provided in Sections 6.4 and 6.5.

6.2 Annual Master Assessments. Annual Master Assessments shall be established and levied annually by the Master Board. Each annual Master Assessment shall cover all of the anticipated Master Common Expenses of the Master Association for that year which are to be allocated among the Units in accordance with Section 3.6. Annual Master Assessments shall be payable in monthly, quarterly, semi-annual or annual installments, as determined by the Master Board. Annual Master Assessments shall provide, among other things, for an adequate reserve fund for the maintenance, repair and replacement of those parts of the Property, and improvements located outside of the Property, for which the Master Association is responsible and which are not funded by Neighborhood Assessments or limited Master Assessments pursuant to Sections 6.4 and 6.5.

6.3 Special Master Assessments. In addition to annual Master Assessments, the Master Board may levy a special Master Assessment against the Units at any time for the purposes described in this Master Declaration. Special Master Assessments shall be allocated among the Units in accordance with Section 3.6. Among other things, special Master Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Master Common Expense.

6.4 Neighborhood Assessments. In addition to annual Master Assessments and special Master Assessments, the Master Board may levy and allocate any Master Common Expense benefiting fewer than all of the Neighborhoods among only the Units within the Neighborhood or Neighborhoods benefited. All Neighborhood Assessments shall be levied equally against the Units in the Neighborhood or Neighborhoods benefited.

6.5 Limited Master Assessments. In addition to annual Master Assessments, special Master Assessments and Neighborhood Assessments, the Master Board may levy and allocate a limited Master Assessment among one or more, but not all, Units in accordance with the following requirements and procedures:

6.5.1 Any Master Common Expense benefiting fewer than all of the Units may, at the Master Board's discretion, be assessed against the Unit or Units benefited equally, by actual cost per Unit or such other reasonable allocation as may be approved by the Master Board.

6.5.2 Reasonable attorney's fees and other professional fees and costs incurred by the Master Association in connection with (i) the collection of Master Assessments, and (ii) the enforcement of the Master Governing Documents against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

6.5.3 Late charges, fines and interest may be assessed as provided in Section 11.2.

6.5.4 If damage to the Master Common Elements, Neighborhood Property or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, the Master Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

6.5.5 The costs of maintenance performed by the Master Association as result of the failure of a Neighborhood Association, Owner or Occupant to perform such party's maintenance obligations as set forth herein or in the relevant Neighborhood Governing Documents may be assessed against the responsible Neighborhood Association, Owner or Occupant in accordance with Section 9.2.5.

6.6 Master Assessment Procedures. In accordance with the Master Bylaws, the Master Board shall annually approve a Master Association budget, and shall allocate and levy annual Master Assessment against the Units in accordance with the requirements of this Master Declaration. Special Master Assessments may be levied at any time. Neighborhood Assessments and limited Master Assessments may be levied at any time; however, to the extent that a Neighborhood Assessment or limited Master Assessment can be budgeted prior to the start of the Master Association fiscal year, they shall be levied at the same time as the annual Master Assessment. A Master Assessment may be prorated for a partial year. Notice of a Master Assessment shall be given to the Owners in accordance with the Master Bylaws.

6.7 Liability for Master Assessments. Each Owner shall be liable for the share of the Master Assessments levied against that Owner's Unit.

6.7.1 Except as provided in Section 6.7.2, the liability for Master Assessments is absolute and unconditional and no Owner is exempt from liability for payment of the Master Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by waiver of any rights, or by reason of any claim against the Master Developer, the Master Association or any of their respective officers, directors or agents for their failure to fulfill any duties under the Master Governing Documents.

6.7.2 Notwithstanding anything to the contrary in the Master Governing Documents or any Neighborhood Governing Documents, the Master Developer shall not be liable to pay any Master Assessment with respect to any Unit owned by it, nor shall the Unit be subject to a lien for such Master Assessments, until the date on which a Dwelling constituting or located within the Unit has a certificate of occupancy or other comparable certification issued by the City. Builders and/or Neighborhood Developers approved by the Master Developer, and any Unit owned by such a Builder or Neighborhood Developer, are exempt from Master Assessments and Master Assessment liens until the earlier of (i) the date a certificate of occupancy (or similar approval) has been issued by the City with respect to a Dwelling located on such Unit; or (ii) six (6) months after the date the Builder and/or Neighborhood Developer closes on the acquisition of the applicable Unit.

6.8 Working Capital. There shall be established a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services for the Master Association. From and after the date of recording of this Master Declaration, there shall be contributed to the working capital fund, on a one-time basis for each Unit sold to a purchaser other than the Neighborhood Developer or a Builder, an amount equal to two (2) months

installments of the annual Assessment for the Unit. The contributions to this fund are in addition to the regular installments of annual Assessments. The contribution shall be paid by the purchaser of the Unit at the time of closing of the initial sale of the Unit to the purchaser. The contributions to this fund are in addition to the regular installments of annual Assessments.

6.9 Liens for Master Assessments. The Master Association has a lien against each Unit for the portion of a Master Assessment levied against the Unit. If a Master Assessment is payable in installments, the full amount of the Master Assessment is a lien from the time the first installment becomes due. Fees, charges, late charges, fines, attorneys' fees, interest, or other charges imposed by the Master Association are liens, and are enforceable as Master Assessments hereunder. Recording of this Master Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of or claim for the lien is required.

6.10 Lien Priority; Foreclosure. A lien against a Unit for Master Assessments is prior to all other liens and encumbrances on the Unit except (i) liens and encumbrances recorded before the Master Declaration; (ii) any first mortgage on the Unit; and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. A lien against a Unit for Master Assessments may be foreclosed against the Unit under the laws of the State of Wisconsin (i) by action, or (ii) by advertisement in substantially the same manner as a mortgage containing a power of sale. The Master Association, or its authorized representative, shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Master Association a power of sale and full authority to accomplish the foreclosure by advertisement. The holder of a first mortgage on a Unit which acquires title to the Unit by foreclosure or a deed in lieu of foreclosure shall take title to the Unit free and clear of all Master Assessment liens encumbering the Unit and payable in the period prior to the acquisition of title to the Unit by the mortgage holder. At such time as the first mortgage holder takes title to the Unit, it shall be obligated to pay Master Assessments levied against the Unit and payable during the period when it holds title to the Unit. The Master Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Master Assessment or charge against the Unit.

6.11 Voluntary Conveyances; Statement of Master Assessments. In a voluntary conveyance of a Unit, the transferee shall not be personally liable for any part of any unpaid Master Assessments due and payable by the transferor prior to or at the time of conveyance of title to the transferee. However, a lien for any Master Assessment levied against the Unit, shall remain against the Unit until satisfied or released. The Master Association shall furnish to the transferor or transferee of a Unit, upon request, a statement as to the current status of Master Assessments against the Unit. The Master Association may charge a reasonable fee for such services.

## **SECTION 7 USE RESTRICTIONS**

Oak Hill is intended to be a high quality residential development for the use and enjoyment of the Owners and Occupants. The use restrictions contained in this Section are designed to facilitate the various residential uses of the Property, and to preserve and protect the

physical environment and architectural characteristics of the Property and immediately adjacent landscaped areas. Accordingly, the following restrictions shall apply to the Property:

7.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Master Governing Documents, as amended from time to time. All covenants, restrictions, obligations, conditions and easements set forth in the Master Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person owning or acquiring an interest in the Property, their heirs, personal representatives, successors and assigns.

7.2 Residential Use. The Property is designed and intended exclusively as a residential area. Except as provided in Section 7.3, the Units shall be used by Owners and Occupants and their guests exclusively for private, single family residential purposes, and not for transient, hotel, commercial, business or other nonresidential purposes; subject to applicable governmental laws, regulations and ordinances.

7.3 Permitted Business Activities. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or the Master Common Elements, except:

7.3.1 An Owner or Occupant residing in a Dwelling may maintain an office or home occupation in such Owner or Occupant's Dwelling; provided, that such use (i) is incidental to the residential use; (ii) does not involve physical alteration of the Dwelling visible from the exterior; (iii) is in compliance with applicable governmental laws, ordinances and regulations; (iv) does not involve unusual numbers of deliveries, or unusual levels of pedestrian or vehicular traffic to and from the Unit; (v) does not involve employees; and (vi) does not involve activity which disturbs the quiet enjoyment of the Property by other Owners or Occupants.

7.3.2 The Master Association may maintain offices and other facilities on the Property, including the Master Common Elements, for management, operations and related purposes.

7.3.3 The Master Developer, and Neighborhood Developers and Builders approved by the Master Developer, may maintain offices and other related facilities on the Property, including the Master Common Elements, in connection with the exercise of their rights under the Master Governing Documents or the Neighborhood Governing Documents, if any.

7.4 Leasing. Leasing of any Unit or Dwelling is not prohibited by this Master Declaration. The Master Rules may also require that Owners use Master Board-approved lease forms (or include specific lease terms), and may impose a reasonable review or administrative fee in connection with the Master Board's review of a lease. Neighborhood Associations may from time to time adopt their own Neighborhood Rules, which may be more restrictive than the Master Rules, regarding leasing within their Neighborhoods.

7.5 Pets. Common domesticated animals such as dogs, cats, fish or birds may be kept within the Dwellings as household pets ("pets") subject to the conditions set forth in this Section and to other reasonable regulation by the Master Association and the Neighborhood Association,

if any, governing the Neighborhood in which the pet's owner is a resident. No other animals may be kept on the Property. Pets shall be kept solely as domestic household pets or as statutorily authorized "service animals" and not for any other purpose. No animal shall be raised or bred, or kept for business or commercial purposes. No pet shall be allowed to make an unreasonable amount of noise, nor to become a nuisance or a threat to the safety of others. The term animal is construed in the broadest sense and includes all living creatures except humans.

7.6 Parking/Vehicles/Personal Property. The outside storage or parking of buses, trucks (other than pick-ups, SUVs and similar small trucks used for the Owner's or Occupant's personal vehicle), trailers, unlicensed automobiles, aircraft, tractors, motorcycles, snowmobiles, motorhomes, all-terrain vehicles, or watercraft is prohibited, except for temporary parking as authorized by the Master Association. The use of driveways and the types of vehicles and other personal property permitted to be kept thereon, shall be subject to regulation by the Master Association and the Neighborhood Association, if any, governing the Neighborhood in which the vehicle's owner is a resident.

7.7 Temporary Structures. No structure of a temporary character, mobile home, manufactured or modular home, trailer, basement, tent, shack, garage, barn, or other accessory building or structure shall be used on any Unit at any time as a residence, either temporarily or permanently.

7.8 Signs. Except as permitted by applicable law, no sign or comparable device of any kind shall be placed, erected or maintained on the Property except (i) one sign per Unit of a size and style approved by the Master Association, advertising the Unit for sale or rent; (ii) signs placed by the Master Developer, Neighborhood Developer or Builders to advertise the Property, Units or Dwellings during the construction, development or sales period and/or for other business or construction related purposes; and (iii) the permanent entrance signs and monuments erected by the Master Developer or Neighborhood Developers to identify the Property or the Neighborhoods.

7.9 Antennae/Satellite Dishes. The erection or modification of antennae and other communications, transmission or reception devices on the Property shall be governed by federal law and any applicable Master Rules.

7.10 Common Amenities. The use of any common park areas, trails, and related improvements shall be subject to any restrictions authorized by the Master Governing Documents.

7.11 Alterations. No Improvement shall be erected or maintained, no excavation, grading or reshaping shall be undertaken, and no refuse, fill or other material shall be placed, on the Property, which may impede access on, about or through the Property, cause damage to the Property or interfere with the installation, use or maintenance of other Improvements, or which may change or impede the flow of water through any natural, designed, improved or graded drainage area.

7.12 Additional Protective Covenants. Master Developer may require the imposition on a Neighborhood or portion of a Neighborhood, in connection with the creation or development of the Neighborhood or the annexation of any Additional Property, additional

protective covenants and use restrictions not inconsistent with those contained in this Master Declaration.

7.13 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time periods or ownership intervals, is prohibited.

7.14 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their invitees shall have a right of quiet enjoyment in their respective Units subject to the normal and customary sights, sounds, odors and activity generated by the use of the Property by other Owners and Occupants. No Person shall engage in activity which damages the Property, causes a nuisance or unduly restricts or interferes with the use and quiet enjoyment of the Property by other Owners and Occupants.

7.15 Compliance with Law. No use shall be made of the Property which would violate federal, state or local laws, regulations or ordinances, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Master Association, or any Owner or Occupant.

## **SECTION 8 ARCHITECTURAL AND LANDSCAPE STANDARDS**

The Master Rules contain provisions establishing architectural guidelines and standards for Improvements to the Units. These guidelines and standards will be administered by the Master Board or a committee appointed by the Master Board. All Buildings, Dwellings and other Improvements to the Units must be constructed in accordance with the guidelines and standards set forth in the Master Rules, as the same may be amended from time to time at the discretion of the Master Board.

## **SECTION 9 MAINTENANCE OBLIGATIONS**

9.1 Master Association Obligations. The Master Association is obligated to, or may as indicated, provide the following maintenance:

9.1.1 Maintain, repair and replace the Master Common Elements and all Improvements thereon, including but not limited to the landscaping and related Improvements.

9.1.2 Maintain, repair and replace the monument identifying the Master Association in accordance with the Monument Easement and any other monument identifying the same, whether located on the Master Common Elements, Neighborhood Property, a Unit or other property, unless such obligation is delegated or relinquished to the affected Neighborhood Association, if any, or Neighborhood Developer.

9.1.3 Maintain, repair and replace any “greens,” landscaping, ponds, and related improvements located on outlots dedicated to the City for drainage or other similar

purposes for the benefit of the Property, to the extent not maintained by the City, as well as the rough mowing of boulevard right-of-way and trails adjacent thereto.

9.1.4 Provide for the maintenance, repair and replacement of the mailboxes that serve the Units, excluding locks and keys.

9.1.5 Maintain, repair and replace any force main serving the Units.

9.1.6 Perform any maintenance obligation it may have under any agreement, now or hereafter entered into, with the City or other third Person.

The Master Association may undertake such other service, maintenance, repair and replacement obligations with respect to the Property as are approved by the entire Master Board. The Master Association shall perform its obligations hereunder in a good and workmanlike manner using materials and construction methods that are of a quality and character consistent with or better than the original construction thereof; (ii) maintain its properties in first-class condition performing all reasonably necessary cleaning, maintenance and related services as shall be necessary to maintain such condition; (iii) comply with all laws, ordinances, regulations and requirements now or hereafter enacted or promulgated by the City or any other governmental body having jurisdiction over the Property; (iv) proceed diligently and promptly with the required maintenance, repair or replacement activity; and (v) employ every reasonable effort to avoid damage to or interference with the properties of the other parties.

9.2 Neighborhood Association, Neighborhood Developer and Owner Obligations.

The obligations of the Owners, Neighborhood Developers and the Neighborhood Associations, as applicable, are as follows:

9.2.1 Each Neighborhood Association or Neighborhood Developer shall maintain, repair or replace their respective Neighborhood Property as required by this Master Declaration or their Neighborhood Governing Documents, except to the extent maintained by the Master Association.

9.2.2 Except for Unit maintenance performed by the Master Association or a Neighborhood Association, Owners shall maintain, repair and replace their Units in good, clean and sanitary condition, and in accordance with the Master Governing Documents and the Neighborhood Governing Documents, if any, for the Neighborhood in which the Unit is located.

9.2.3 Neighborhood Associations, Neighborhood Developers and Owners shall maintain (including mowing), repair and replace trees, grass and landscaping located in the public right-of-way boulevards adjacent to their Neighborhood Property or Units, as applicable, except to the extent maintained by the City or the Master Association.

9.2.4 The Neighborhood Associations, Neighborhood Developers and the Owners shall perform their respective obligations hereunder in a good and workmanlike manner using materials and construction methods that are of a quality and character consistent with or better than the original construction thereof; (ii) maintain their respective properties in first-class condition performing all reasonably necessary cleaning, maintenance and related services as shall be necessary to maintain such

condition; (iii) comply with all laws, ordinances, regulations and requirements now or hereafter enacted or promulgated by the City or any other governmental body having jurisdiction over the Property; (iv) proceed diligently and promptly with the required maintenance, repair or replacement activity; and (v) employ every reasonable effort to avoid damage to or interference with the properties of the other parties.

9.2.5 If any Neighborhood Association, Neighborhood Developer, Owner or Occupant fails, in the judgment of the Master Board, to perform maintenance required to be performed by the Person, the Master Association may give written notice to the responsible Person identifying the maintenance and demanding that the maintenance be performed within thirty (30) days after said written notice or such longer period of time reasonably necessary to perform such maintenance. If the responsible Neighborhood Association, Neighborhood Developer, Owner or Occupant fails to provide the identified maintenance within the period stated in the written notice, the Master Association may, in its discretion, undertake such maintenance and assess the Neighborhood Association or Neighborhood Developer, if the maintenance was the responsibility of the Neighborhood Association or Neighborhood Developer, or the Owner's Unit if the maintenance was the responsibility of the Owner or Occupant, for the cost thereof. If the cost is assessed against the Owner's Unit, such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit.

9.3 Maintenance by the City. In the event the Master Association fails or refuses to maintain or repair the Master Common Elements or other property that the Master Association is obligated to maintain hereunder, the City may, with thirty (30) days written notice to the Master Association and without regard to the formalities of any Wisconsin Statute applicable thereto, perform the work and assess each Unit for the cost of the work as a special charge pursuant to Wisconsin Statutes Section 66.0627.

## **SECTION 10 INSURANCE AND RECONSTRUCTION**

The Master Association shall obtain and maintain the following insurance relating to the Property:

10.1 Property Insurance. Property insurance in broad form, covering all risks of physical loss, for the full insurable replacement value of any insurable improvements located on the Master Common Elements. The property insurance policy shall provide such other coverages, limits and deductibles as the Master Board deems reasonable.

10.2 General Liability Insurance. Commercial general liability insurance covering the Master Common Elements, and the activities of the Master Association and its officers, directors, volunteers or employees in connection with the performance of their duties. The public liability insurance policy shall provide such coverage, limits and deductibles as the Master Board deems reasonable.

10.3 Other Insurance. Such other types and amounts of insurance as may be determined by the Master Board to be necessary or desirable, including without limitation, property insurance, officers and directors' liability insurance, and insurance or fidelity bonds

covering dishonest acts by those Persons having control or custody of the Master Association's funds.

10.4 Master Association as Trustee/Premiums. All insurance coverage obtained by the Master Board shall be written in the name of the Master Association as trustee for the Owners or Neighborhood Associations, as applicable. The premiums for the insurance shall be a Master Common Expense. The Master Board shall have exclusive authority to negotiate, settle and adjust claims under all policies obtained by the Master Association.

10.5 Policy Requirements. Insofar as permitted by law, the Master Association shall be required to make every effort to secure insurance policies with the following provisions and endorsements, if reasonably available:

10.5.1 Policies shall be written with a reputable insurance company licensed to do business in the State of Wisconsin.

10.5.2 Policies shall contain a waiver by the insurer of its right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Master Association.

10.5.3 No policy or coverage shall be brought into contribution with insurance purchased by Owners, or Neighborhood Associations, and all policies shall contain appropriate provisions to that effect.

10.5.4 Policies shall contain a waiver of subrogation by the insurer as to any claims against the Master Association or Neighborhood Associations, and their directors and officers, the Owners, and the Master Association's manager, if any.

10.5.5 Policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the Owners or Neighborhood Associations, or on account of the acts of any director, officer, employee, or agent of the Master Association or of its manager, without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which to cure the defect.

10.5.6 Liability insurance shall contain cross-liability endorsements to cover liability of the Master Association to an Owner and shall also name the Master Developer as an additional insured for so long as the Master Developer owns any part of the Property or has the right to subject Additional Property to this Master Declaration.

10.6 Damage or Destruction to Improvements. In the event of a casualty on or to any portion of the Property, all repair and reconstruction of the damaged improvements shall be commenced promptly following the casualty and shall be carried through diligently to conclusion. The Master Association shall be responsible for the repair and reconstruction of Master Common Element improvements. The repair and reconstruction of the Units, Dwellings, or other Improvements located in a Neighborhood governed by a Neighborhood Association shall promptly be undertaken by the Owners and/or the Neighborhood Association in accordance with the requirements and procedures contained in the applicable Neighborhood Governing Documents. The repair and reconstruction of the Units, Dwellings, or other Improvements

located in a Neighborhood not governed by a Neighborhood Association shall promptly be undertaken by the Owners. Each such Person shall have easements over, under and across the Property, as the case may be, to the extent reasonably necessary for the completion of such repair or restoration activities and shall (i) perform such obligations hereunder in a good and workmanlike manner using materials and construction methods that are of a quality and character consistent with original construction thereof; (ii) comply with all laws, ordinances, regulations and requirements now or hereafter enacted or promulgated by the City or any other governmental body having jurisdiction over the repair or restoration; (iii) proceed diligently, promptly and in good faith with the required repair or restoration activity; and (iv) employ every reasonable effort to avoid damage to or interference with the property of other parties.

10.7 Notice to Master Developer. Recognizing that the Master Developer is obligated to disclose to prospective purchasers the Master Association's projected budget, it is important that the Master Developer be advised of any budget changes following the termination of the Master Developer Control Period. Accordingly, the Master Association shall give the Master Developer at least thirty (30) days' prior written notice of any change in the Master Association's insurance policies until the Master Developer no longer owns any Unit for initial sale and no longer has the right to add Additional Property to the Property.

## **SECTION 11 COMPLIANCE AND REMEDIES**

11.1 Entitlement to Relief. The Master Association has authority to commence legal action to recover sums due, for damages, for injunctive relief, or any combination thereof, or an action for any other relief authorized by the Master Governing Documents or available at law or in equity. Legal relief may be sought by the Master Association against any Neighborhood Association or Owner, or by a Neighborhood Association or Owner against the Master Association or another Neighborhood Association or Owner, to enforce compliance with the Master Governing Documents, or the decisions of the Master Association. However, no Owner may withhold any Master Assessments, or take or omit other action in violation of the Master Governing Documents, as a measure to enforce such Person's position, or for any other reason.

11.2 Remedies. In addition to any other remedies, express or implied, administrative or legal, the Master Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners or Neighborhood Associations which violate the provisions of the Master Governing Documents:

11.2.1 Exercise self-help or take action to abate any violation of the Master Governing Documents (including removing personal property that violates the Master Governing Documents).

11.2.2 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

11.2.3 Impose late charges in an amount determined by the Master Board, from time to time, for each past due Master Assessment or installment thereof, and impose interest at the highest rate permitted by law on all such unpaid amounts from the due date.

11.2.4 If any Master Assessment or installment thereof becomes more than thirty (30) days past due, all remaining installments of Master Assessments assessed against the Owner may be accelerated by the Master Association, and shall then be payable in full together with all late charges, attorney's fees and other professional fees and costs. Ten (10) days' advance written notice of the acceleration shall be given to the defaulting Owner.

11.2.5 Impose reasonable fines, penalties or charges for each violation of the Master Governing Documents, the Architectural and Landscape Guidelines.

11.2.6 Suspend the rights of any Owner or Occupant and their guests to use any Master Common Element amenities; provided, that the suspension of use rights shall not apply to those portions of the Master Common Elements providing utilities service and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Master Governing Documents, and for up to one year thereafter, for each violation.

11.2.7 Restore any portions of the Master Common Elements or other portions of the Property, damaged or altered, or allowed to be damaged or altered, by any Neighborhood Association or Owner or Occupant or their guests in violation of the Master Governing Documents, and to assess the cost of such restoration against the responsible Neighborhood Association or Owner.

11.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Sections 11.2.5, 11.2.6 and 11.2.7, the Master Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten (10) days within which to request a hearing. The hearing shall be held within thirty (30) days of receipt of the hearing request, and with at least ten (10) days' notice to the offender. If the offender fails to appear at the hearing, then the right to a hearing shall be waived and the Master Board may take such action as it deems appropriate. The decision of the Master Board, and the rules for the conduct of hearings established by the Master Board, shall be final and binding on all parties. The resulting decision shall be delivered in writing to the offender within ten (10) days following the hearing, if not delivered to the offender at the hearing. The Master Board may delegate all or part of its hearing authority to a committee appointed by it, in which case references in this Section shall refer to the committee as applicable.

11.4 Liability for Neighborhood Associations' or Owners' Acts. Each Neighborhood Association, Owner or Occupant shall be liable for the expense of any maintenance, repair or replacement of the Property arising out of their acts or omissions, or the acts or omissions of their invitees to the extent that such expense is not covered by the proceeds of insurance.

11.5 Costs and Attorneys Fees. With respect to any measures, legal, administrative, or otherwise, which the Master Association takes to enforce the provisions of the Master Governing Documents, the offender shall promptly pay or reimburse the Master Association for any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Master Association, fees of attorneys and other professionals, court costs and collection agency contingent fees.

11.6 Pre-Litigation Requirement. Notwithstanding anything to the contrary contained herein, any litigation, administrative proceeding or other legal action instituted or intervened in by or in the name of the Master Association, exclusive of (i) any action to collect Master Assessments or foreclose Master Assessment liens, or (ii) to enforce the Master Governing Documents or the Master Rules, is subject to prior approval by the Owners of Units to which are allocated in excess of fifty percent (50%) of the total votes in the Association.

## **SECTION 12 MASTER DEVELOPER RIGHTS**

Master Developer hereby reserves exclusive and unconditional authority to exercise the following Master Developer Rights for as long as it owns a part of the Property for development or has the right to subject any Additional Property to the Property, or for such shorter period as may be specifically indicated:

12.1 Complete Improvements. To complete all improvements to the Property contemplated by the Master Developer's development plans, allowed by this Master Declaration or approved by the City, and to make alterations in the Master Common Elements, or in Units owned by it, to accommodate its activities.

12.2 Sales Facilities. To construct, operate and maintain sales offices, management offices, models and other development, sales and rental facilities within any part of the Property owned or leased by the Master Developer.

12.3 Signs. To construct and maintain signs and other sales displays offering parts of the Property or Additional Property for sale or lease and/or for other business or construction related purposes, on any part of the Property owned by it or subject to its easement or lease rights.

12.4 Easements. To have and use reasonable access easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Property for the purpose of exercising its Master Developer Rights.

12.5 Control the Master Association. To control the operation and administration of the Master Association, including but not limited to the power to appoint and remove the members of the Master Board and officers of the Master Association.

12.6 Additional Covenants and Restrictions. To review and approve any additional covenants or restrictions affecting any portion of the Property. Any instrument recorded without the required approval shall be void and of no force and effect.

12.7 Exclusive Rights to Use Name of Development. To exclusively use the name "Oak Hill" or any derivative of either name in any logo, depiction or display associated with the Property in any printed, electronic or other form. However, Owners may use the name Oak Hill in printed matter where such term is used solely to identify the Owner's property located within Oak Hill, and the Master Association shall be entitled to use the words Oak Hill in its name and in related Master Association documents.

12.8 Add, Relocate and Subdivide Property. To add Additional Property, and to combine or subdivide parts of the Property, as described in Section 13.

12.9 Approval of Certain Amendments. To approve or withhold approval for any amendment or other change to the Master Governing Documents or any Neighborhood Governing Documents for so long as the Master Developer owns any part of the Property, or has the right to subject any Additional Property to this Master Declaration.

12.10 Other Rights. To exercise any other rights and powers granted or reserved to the Master Developer by any other section of the Master Governing Documents.

12.11 Delegation of Rights. To temporarily or permanently delegate in writing part or all of its rights under this Section 12 to one or more Neighborhood Developers or Builders for purposes consistent with this Master Declaration. Such a delegation shall not be deemed a transfer under Section 12.13, unless recorded in accordance with that Section.

12.12 Transfer of Master Developer Rights. To transfer some or all of the Master Developer Rights, temporarily or permanently, by a separate instrument signed by the Master Developer and the transferee, and recorded against the portions of the Property and Additional Property owned by the Master Developer or the transferee and affected by the transfer, subject to the following qualifications.

12.12.1 Upon transfer of any of the Master Developer Rights, the liability of the Master Developer shall be as follows: (i) the Master Developer shall be liable for any obligation or liability arising out of its acts or omissions occurring before the transfer; (ii) the Master Developer shall be liable for any obligation or liability relating to any Master Developer Rights retained by the Master Developer; and (iii) the Master Developer shall not be liable for any act or omission arising from the exercise of Master Developer Rights by the transferee of the Master Developer Rights.

12.12.2 Any transferee of the Master Developer Rights shall be entitled to exercise such Master Developer Rights from and after the date of recording of the instrument transferring the rights. The transferee shall thereafter be subject to all of the obligations with respect to the rights transferred; except (i) misrepresentations of the Master Developer; (ii) warranty obligations of the Master Developer; (iii) breach of fiduciary obligations by the Master Developer or by any officers or members of the Master Board appointed by the Master Developer; (iv) any liability or obligation imposed on the Master Developer as a result of the Master Developer's acts or omissions after the transfer; and (v) any liability arising out of any Master Developer Rights retained by the Master Developer.

## **SECTION 13 RIGHTS TO ADD PROPERTY, CREATE, COMBINE AND SUBDIVIDE**

13.1 Master Developer's Rights to Add Additional Property. The Master Developer hereby expressly reserves the exclusive right to add Additional Property to the Property, by unilateral action, subject to the following conditions:

13.1.1 The right of the Master Developer to add Additional Property to the Property shall terminate twenty (20) years after the date of recording of this Master Declaration, or upon earlier express written withdrawal of such right by the Master Developer or a successor Master Developer; provided, that said rights may be extended by a vote of the Owners.

13.1.2 The Additional Property may be added to the Property in parcels of any size and configuration determined by the Master Developer, subject to any governmental requirements. The Master Developer shall have the right and authority to unilaterally execute and record an amendment to this Master Declaration for the purpose of adding the Additional Property.

13.1.3 The Master Developer has no obligation to add the Additional Property to the Property, and may develop it for any purpose consistent with the applicable governmental requirements. There are no assurances as to the times at which any part of the Additional Property will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels.

13.2 Master Developer Rights to Create and Change Neighborhoods and Units. The Master Developer shall have the right to (i) combine, subdivide or relocate the boundaries between, Units owned by it; (ii) combine or subdivide Neighborhoods; or (iii) replat outlots subject to this Master Declaration and create new Master Common Elements or Units, or other Neighborhood Property therefrom, as provided in this Section, subject to the following requirements:

13.2.1 The Master Developer must own the Unit, Neighborhood Property or the part thereof being combined, subdivided, relocated or replatted. If said property is owned by another Person, then the approval of the other Person shall be required.

13.2.2 The creation, combination or subdivision of a Neighborhood or of a Unit shall comply with all governmental laws, codes and regulations applicable to the transaction.

13.2.3 The Master Developer shall have the authority to unilaterally execute and record an amendment to this Master Declaration, as needed, for the purpose of exercising its rights hereunder.

13.2.4 The Neighborhood Governing Documents, if any, of any affected Neighborhoods shall be amended, if necessary, to reflect the changes, and the Neighborhood Association, and Neighborhood Developer, as applicable, shall cooperate in amending said documents.

13.3 Number of Units. The total number of Units subject to this Master Declaration is forty-five (45), and the total number of Units planned to be created by the addition of the Additional Property pursuant to Section 13.1, or by the subdivision of Units or other parts of the Property pursuant to Section 13.2, is sixty-five (65)

**SECTION 14  
AMENDMENTS**

This Master Declaration may be amended by recording an amendment in the office of the applicable county recording officer, subject to the following requirements:

14.1 Approvals. The amendment shall be approved as follows:

14.1.1 The amendment shall be approved by a vote of the Master Board;

14.1.2 The amendment shall be approved by at least fifty percent (50%) of the total votes of the Owners, and

14.1.3 The amendment shall be approved by the Master Developer so long as the Master Developer owns an unsold Unit or has the right to subject Additional Property to this Master Declaration.

14.2 Procedures. If any provision of this Master Declaration, the Master Bylaws, or the Articles of Incorporation of the Master Association requires the vote or consent of the Owners as a condition for the approval or effectiveness of an amendment to this Master Declaration, the Master Bylaws, or the Articles of Incorporation of the Master Association, the affirmative vote or consent of an Owner shall be deemed to be granted if the Master Association sends notice and a copy of the amendment, by certified United States mail, postage prepaid and return receipt requested, and (i) if a vote is conducted, the Owner's vote is not cast against the proposed amendment, or (ii) if consent is requested, the Owner's written refusal to consent is not received by the Association within sixty (60) days after notice is mailed. Subject to the foregoing, approval of the Owners shall be obtained in accordance with the procedures set forth in the Master Bylaws and other required approvals shall be in writing. Any amendment shall be subject to any greater requirements imposed by this Master Declaration. The amendment shall be effective when recorded in the office of the appropriate recording office in the county in which the Property is located. An affidavit by the President or Secretary of the Master Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

**SECTION 15  
INDEMNIFICATION**

The Master Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual acting in any official capacity on behalf of the Master Association, pursuant to the provisions of the Articles of Incorporation of the Association and Wisconsin Statutes Sections 181.0871 through 181.0889

**SECTION 16  
MISCELLANEOUS**

16.1 Governmental Assessments. If a City or any other governmental authority levies an assessment under the applicable Wisconsin Statutes for public improvements to property adjoining the Property, if such improvements benefit substantially all of the Property, and if the

assessment is levied against fewer than all of the Units, then the Master Association shall assess and allocate against those Units which were not assessed by the governmental authority a share of the assessment, and reimburse the owners of the Units against which the assessment was levied, such that all Units are paying substantially an equal share of the assessment.

16.2 Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this instrument or exhibits.

16.3 Construction. The Master Governing Document shall be construed in accordance with the laws of the state of Wisconsin. Where applicable, the masculine gender of any word shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa.

16.4 Notices. Unless specifically provided otherwise in the Master Governing Documents, all notices required to be given by or to the Master Association, the Master Association officers, or the Owners, shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail.

16.5 Conflicts Among Documents. In the event of any conflict among the provisions of this Master Declaration, and the Master Bylaws, this Master Declaration shall control. The Master Governing Documents shall control as against any Neighborhood Governing Documents or Neighborhood Rules.

16.6 Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Master Declaration shall be perpetual, subject only to termination as provided in this Master Declaration.

[Signature page follows]



**EXHIBIT A TO MASTER DECLARATION**

**OAK HILL**

**DESCRIPTION OF PROPERTY**

Lots 1 through 45, inclusive, and Outlot 8, Oak Hill, according to the recorded plat thereof, Pierce County, Wisconsin.

**EXHIBIT B TO MASTER DECLARATION**

**OAK HILL**

**DESCRIPTION OF MASTER COMMON ELEMENTS**

Outlot 8, Oak Hill, according to the recorded plat thereof, Pierce County, Wisconsin.

**EXHIBIT C TO MASTER DECLARATION**

**OAK HILL**

**DESCRIPTION OF ADDITIONAL PROPERTY**

Outlots 6 and 9, Oak Hill, according to the recorded plat thereof, Pierce County, Wisconsin

