

**RESTRICTIONS, CONDITIONS, EASEMENTS AND
HOME OWNERS ASSOCIATION FOR LOTS 1-21
AND OUTLOTS 1 AND 2 OF THE PLAT OF
LEGACY ACRES, TOWN OF SPRINGFIELD, DANE
COUNTY, WISCONSIN**

***READ THIS DOCUMENT. THE PROVISIONS OF THIS DOCUMENT
GUIDE THE MANNER IN WHICH LOT OWNERS MAY BUILD ON
THEIR LOTS.***

This document was drafted by: Samuel Acker

**RESTRICTIONS, CONDITIONS, EASEMENTS AND HOME OWNERS ASSOCIATION FOR LOTS 1-21
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COUNTY, WISCONSIN**

Grobe Roehl Development LLC, a Wisconsin limited liability company (the “Developer”), and Legacy Acker 7, LLC, owner of the real estate in the Town of Springfield, Dane County, Wisconsin, which has been platted as Lots 1-21 and Outlots 1 and 2, together with public streets, as the Plat of Legacy Acres (the “Property”), hereby declares that Lots 1-21 and Outlots 1 and 2 of the Property are subject to the following restrictions, covenants, conditions and easements, and that all of such lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions, conditions and easements set forth herein:

ARTICLE I Definitions. See attached plat of Legacy Acres for Parcel Identification Numbers. For purposes of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined:

1.1. “Developer” shall refer to Grobe Roehl Development, LLC, and its representatives, successors and assigns.

1.2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot (exclusive of outlots) within the Property. The initial owner of all lots is Legacy Acker 7, LLC.

1.3 “Plans” shall means engineering or architectural designs, renderings or other schematics which detail the proposed construction on a Lot by an owner. Plans include, but are not limited to, schematics and documents providing for the construction of a principal residence and garage; sheds; outbuildings; structures on a Lot; landscaping and grading; and the colors, features, appearance and presentation of these elements of the home site.

1.4 “Plat” shall mean the recorded Plat of Legacy Acres as approved by the Town of Springfield and other approving authorities.

1.5. “Property” shall mean and refer to the real estate described as Lots 1-21 and Outlots 1 & 2 and the public roads in the Plat of Legacy Acres, Town of Springfield, Dane County, Wisconsin.

ARTICLE 2 Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Springfield, Dane County, Wisconsin, and shall be known as Lots 1-21, outlots 1 and 2 and public streets within the Plat of Legacy Acres, Town of Springfield, Dane County, Wisconsin.

ARTICLE 3 Architectural Control and Protective Covenants and Restrictions

All initial construction and modifications of homes; accessory buildings; landscaping; site grading; and, development of the Lots and Outlots, must be formally approved by the Architectural Control Committee which is established by this Declaration.

3.1. Architectural Control Committee ("Committee"). Prior to commencement of construction or finalizing any contract which incorporates or is based on, the Plans and all other matters under these Covenants, Conditions, Restrictions and Easements, must be submitted to the Committee for approval in writing by a majority of the members of said Committee. No work may commence until the Plans have been approved, in writing, and any modifications required by the Architectural Control Committee have been incorporated in the Plans. The founding members of the Committee shall be: Timothy Roehl, William Acker, and Samuel Acker - contact lead at 262-488-5303; samacker62@gmail.com. Oral statements by a Committee member or the Committee are not binding upon the Committee.

3.2. General Provisions. For all buildings to be erected or placed on any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings must be submitted to the Committee for written approval as to appearance, the quality of workmanship and materials, harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, prior to commencement of any construction on any lot. The Committee may charge a reasonable plan review fee to cover the cost of plan review by the Committee or any consultants utilized by either of them. The Committee may adopt requirements and criteria for a complete submission for approval by any lot owner and provide such information to the lot owner at the time of application in writing, and the Committee shall not be required to act on any submission which is not complete under such requirements and criteria. The Committee shall not have the authority to explicitly or implicitly amend or waive this Declaration in whole or in part. For convenience, below is a new home submittal checklist:

- Architectural Sheet fully filled out and signed by the Builder and Owner/s
- Landscaping Plan

- Complete Set of Building Plans
- Professionally Surveyed Site Plan
- Color Board to show materials to be used

3.3. Specific Requirements.

A. The exterior walls of each building shall be constructed of brick, stone, wood, LP Smartside, Hardi plank or similar product, stucco, or any combination of the foregoing materials. Unfaced concrete block, structural concrete, prefabricated metal, aluminum, vinyl or "Texture 1-11" siding shall not be permitted. All siding must be stained or painted.

B. All chimneys and exterior flues shall be enclosed. The submission shall specify the materials to be used.

C. Soffits may be aluminum, LP Smartside or wood.

D. Fascias shall be cedar, redwood, LP Smartside or Hardi plank, and have a minimum depth of 8 inches. Aluminum fascia will not be permitted.

E. Roofing shall be architectural type shingle similar to Celotex Dimensional IV, wood shakes, tile, standing seam metal, or slate, unless prior written approval from the Committee, in its sole discretion, is obtained. Standard three-in-one shingles are not permitted. Additionally, Owners must obtain prior written approval from the ACC as to the color of shingles to be used.

F. All buildings shall have a minimum roof pitch of 6 to 12, unless the ACC, in its sole discretion, gives prior written approval to a different pitch, such as, for example, roofs for prairie style homes, mid-century modern, new century modern.

G. The colors of trim, siding and roofing shall be coordinated to achieve an aesthetic combination for the house.

H. Desired color schemes shall be submitted to the ACC for approval.

I. The ACC shall have the right to require brick, natural stone, shutters, corner boards and other similar items which it deems desirable for a particular submission.

J. The materials listed in this Declaration are selected solely on the aesthetic characteristics of products. This listing does not represent any warranty of the suitability of such products for use in the construction of any structure or fixture.

3.4. Approval of Builders. For each building erected or placed on any lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing the Committee, whichever is then applicable, prior to commencement of construction. The approval by the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons within the discretion of the Committee, and may include the proposed contractor's or builder's financial status, business history and prospects, the builder's reputation or any other reason which would be similarly relied upon by a reasonably prudent businessperson then developing a neighborhood of quality single family residences. The Committee will not allow an Owner to undertake construction of a structure or fixture themselves unless the Owner is a qualified builder.

3.5. Future Alterations.

A. General Provisions. No alteration in the exterior appearance of existing buildings, including but not limited to, exterior remodeling and the construction of patios, decks, and swimming pools, or interior construction which would create spaces for activities not permitted by this Declaration, shall be made without the prior written approval of the Committee, whichever is then applicable.

B. Fire or Casualty. If all or any portion of a residence or other improvement within a lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof to rebuild, repair, or reconstruct such residence or other improvement in a manner which will restore it to an appearance and condition which fully conforms with the requirements of this Declaration. Reconstruction shall be undertaken no later than six (6) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs. Plans and specifications for rebuilding must be submitted to the Committee and approved in writing prior to rebuilding as if initial construction. If a residence or other improvement is damaged to such an extent that it is impractical to rebuild, repair or reconstruct, the Owner may demolish the same provided that the lot is left in a neat and aesthetically pleasing condition which meets all other requirements of these covenants, restrictions and conditions. Said demolition, if elected, shall be completed no later than six (6) months after the damage occurs.

3.6. Existing Vegetation. The existing vegetation of each lot subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Committee, whichever is then applicable. Invasive trees such as elm, locust, buckthorn and boxelder, and weeds of any size may be removed. In the event non-invasive vegetation is removed or destroyed without approval, the Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

3.7. Minimum Elevations.

A. All plans submitted to the Committee for approval of plans for a residence on any lot shall show clearly the basement floor elevation and first floor elevation thereon, and the Committee may reject any plans not clearly establishing the first-floor elevation and basement floor elevation on such plans.

B. Minimum Finished Grade Elevations: The finished grade elevation of each lot shall be shown on all plans submitted to the Committee for approval. The Committee may reject any plans which do not clearly establish the finished grade elevation of the lot on such plans, or which establish an elevation which is not appropriate given the topography of the lot or other circumstances which indicate that such elevations are not prudent. The lot shall conform to such approved plans when the residence is constructed thereon. The finished grade elevation of any lot approved by the Committee may not thereafter be changed without the approval of the Committee.

C. Certification. At such time as the construction of the residence on any lot is completed, the Owner of such lot shall provide evidence to confirm the basement floor elevation and top of wall of such residence conforms to the approved plans under A. above, and that the finished grade elevations on such lot conform to the approved elevations under B. above.

D. Grading. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. A copy of all site, grading and landscaping plans shall be kept by the Committee for the benefit of other purchasers in planning their individual elevations. Violations of the approved site, grading or landscaping plans shall give the Committee, or any adjacent lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate.

3.8. Building Limitations and Requirements.

A. Use and Minimum Size Requirements. There shall be only one single-family residence constructed within each lot which shall at all times be used for single family residential purposes. Nothing herein shall prohibit the Developer from continuing existing agricultural activities and uses within the Property until a lot is developed. The following minimum floor area requirements shall apply to all residences erected within a lot subject to this Declaration:

(a) Single Story. No single story (ranch type) residence shall have less than 2,200 square feet of floor area on the main level.

(b) Two or Two and One-Half Stories. No two or two and one-half story residence shall have less than 2,600 square feet of floor area with a minimum of 1400 square feet on the main floor.

(c) Any residence not considered a traditional ranch or two story shall have no less than 2,400 square feet of floor area.

(d) Waiver of Minimum Square Footage Requirement. The Committee may waive the minimum square footage requirements under (a), (b) and (c) above on a lot-by-lot basis, if the Committee believes that the overall architecture of the house satisfies the standards of Article 3 hereof, but no such waiver shall be effective unless it is approved by the Town Engineer in writing (or other staff person designated by the Town from time-to-time), which approval shall not be unreasonably withheld by the Town. If the Town does not approve or reject any such approval request within 10 days after a request is received by the Town in writing from Developer, to include the proposed site plan for the lot drawn to scale and the elevations of all sides of the proposed residence, then the request for approval by the Town shall be deemed granted by the Town.

B. Definitions. For the purposes of determining floor area, stair openings shall be included, but basements, regardless of whether finished in whole or part, open porches, screened porches, and attached garages shall be excluded. A main level is defined as a level that is totally above the finished grade of the Lot.

C. Setbacks. The lots within the Property are subject to building envelope location restrictions as shown on the recorded plat of Legacy Acres. Principal building may not be located within the setback areas shown on such pages of the plat. All plans submitted to the Committee for approval shall show the location of all principal and accessory buildings on any lot and such plans shall conform to the setback restrictions of the plat. The Committee may reject any submitted plans which show the location of any principal building on any lots subject to this paragraph which do not conform to the setback restrictions.

3.9. Driveways and Garages.

A. Driveways. All residences must have driveways. All driveways, with the exception of Lots 2, 3 and 4, must be paved with concrete, except that concrete shall not be installed within 4 feet of the public street pavement edge at the end of the driveway. The driveway for Lots 2, 3 and 4 may be either concrete or asphalt. The location, composition and dimension of the driveway must be included as part of the plans and specifications submitted to the Committee, and must be approved in writing by the

Committee. Driveways shall be located and constructed to minimize loss of desirable trees. The driveway culvert shall be sized as required by the stormwater management plans for the subdivision. The driveway culvert shall be installed before the commencement of any construction of a residence or other improvement on the lot. Vehicles are prohibited from driving through the right-of-way ditches in order to access any lot. After initial installation, the Owner shall maintain the driveway culvert. The right of way ditch shall not be lined, filled or obstructed.

B. Garages. All residences must have garage space for at least two (2), but not more than four (4), automobiles or other vehicles, be a minimum of seven hundred twenty (720) square feet in floor area, and be enclosed. Garages shall be directly attached or connected to the residence. Carports, which are defined as garages not enclosed on all four (4) sides, are prohibited. Side load garages are allowable and encouraged throughout the Property. Garage windows shall be on all garage doors appropriate to the architectural style of the home. The garage portion of the front side of the home shall not exceed 50% of the home's total street facing structure.

3.10. Buildings Constructed Elsewhere. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction which has been approved by the Committee, in their discretion.

3.11. Pets. No more than three (3) domestic animals may be kept on any lot subject to this Declaration. All animals must be housed within the principal structure and no external kennels shall be allowed. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. No person may keep a dog within the Property whose barking creates a nuisance to neighbors. No animal having vicious propensities shall be kept or maintained either inside or outside the principal dwelling. The keeping of chickens or other fowl is prohibited.

3.12. Accessory Buildings and Structures; Utilities. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property, except where approved in writing in advance by the Committee. Resin and metal prefabricated storage sheds are prohibited. Accessory building approval will require design congruent with the principal structure, and use of materials as stated in Article 3.1.B. All swimming pools, whether above or in ground, are prohibited, except for in ground pools that are expressly approved by the Committee. This prohibition shall not apply to temporary toddler pools with sidewalls not exceeding two (2) feet in height. All permanent utilities, including without limitation, natural gas, electric, and telephone, shall be underground. Poles, wires, or other above ground utility service distribution facilities may be temporarily installed during the construction or repair of the underground utility cables and

facilities. Where reasonably possible, all utility meters and boxes located on the exterior of a residence shall be concealed from view from the public street.

3.13. Mailboxes. A single community mailbox shall be provided. It shall be placed near the border of lots 9 and 10. No other mailboxes shall be permitted on any of the lots.

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

3.15. Parking. Parking of commercial or service vehicles having a gross vehicle weight in excess of 20,000 pounds, and owned or operated by residents within the Property is prohibited unless such vehicles are kept in garages. Parking or storage of boats, travel trailers, mobile homes, campers, snowmobiles, all-terrain vehicles, and other recreational vehicles within the Property is prohibited unless kept inside garages. Parking of more than three (3) vehicles in the driveway or on the street within the Property, by the residents or owners of any one lot in the Property, shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such lot. This section shall not prohibit the temporary parking of any vehicles otherwise prohibited, if such parking is for the sole purpose of loading or unloading such vehicles at the lot at which parked, for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns, yards or ditch areas at any time.

3.16. Maintenance. All ditches and swales along lot lines shall be maintained by the adjacent lot owner, to facilitate the through flow of water. Leaves or other debris that may accumulate must be removed as weather permits. All unwooded areas of lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop and be kept free from noxious weeds. The Owner shall keep each lot, and all improvements, in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

3.17. Time Deadlines.

A. Construction of all buildings, including exterior finishes, shall be completed within nine (9) months after issuance of a building permit for the respective building, except that such time may be extended, in writing, by the Developer or Committee for good cause shown.

B. Landscaping (including grading and walkways) shall be completed within ninety (90) days after substantial completion of the exterior construction of the residence, provided weather conditions so allow. If weather conditions do not allow, such time shall be extended until such time as weather conditions do allow.

C. Landscaping (including sodding and seeding) shall be completed within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay

D. The driveway shall be completed within eight (8) months of the issuance of the building permit (Weather permitting).

E. On any lot conveyed by land contract or deed from Legacy Acker 7, LLC, construction shall be commenced within three (3) years from the date of such land contract or deed. Upon violation of this restriction, Legacy Acker 7, LLC shall have the option, exercisable by written notice to the lot owner within ninety (90) days after the expiration of such three (3) year period, to have said lot conveyed to Legacy Acker 7, LLC at the original sales price, free and clear of any liens and encumbrances created by act or default of the owner of such lot, with taxes and installments on assessments for the year in which the conveyance occurs being prorated as of the date of such conveyance. Legacy Acker 7, LLC may waive its rights under this section in writing, in its discretion.

3.18. Fences; Satellite Dishes.

A. Fences and Dishes. No fence or enclosure may be constructed on any Lot, except decorative or ornamental landscape fencing, and in-ground swimming pool fencing, approved by the Committee. No satellite signal receiving station or dish may be placed on any lot, except that each lot is allowed satellite dishes the diameter of which is 18 inches or smaller, if placed in an architecturally attractive location. The dishes shall be placed on the lot so as to make it as non-visible as reasonably possible from any public street. Placement of the dish shall be approved in writing by the Committee prior to installation. Exterior lighting on any lot shall be of such focus and intensity so that the residents of adjacent lots shall not be disturbed.

B. Other Limitations. Except to the extent preempted by federal or Wisconsin law, no exterior antennas, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height and color thereof.

3.19. Offensive Activities. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood, including but not limited to, loud or unreasonable noise. This shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in back yards, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not

covered by the residence, garage and driveway. No open burning or burning barrels shall be allowed on any lot. Owners shall be allowed to have decorative firepits as a part of landscaping which may be gas or wood burning, and the design of which shall be approved by the Architectural Control Committee. Trash containers must be stored in garages and may be placed at the driveway or street only on days of trash collection. No hunting or discharge of firearms or bows shall be allowed within the Property.

3.20. Grade Changes. The Owner of any lot subject to this Declaration shall not change the elevation of any utility easement in excess of six (6) inches without the permission of all of the applicable utilities and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

3.21. Redivision of Lots. No lot as platted shall be subdivided without the approval of the Town of Springfield. No boundary line within the Property shall be changed, except with the approval of the Committee. 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.

3.22. Signs. No signs of any type shall be displayed to public view on any lot without the prior written consent of the Committee, except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, (b) signs erected by Developer advertising lots within the Property for sale, (c) monument signs at the plat entrance(s) identifying the plat and (d) political signs for a period of 4 weeks prior to an election and then removed 3-days post-election.

3.23. Zoning Compliance. All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all set-back requirements imposed by local ordinance. The Committee shall have the right to change the set-back requirements for new construction within the Property from time-to-time, in their sole discretion, but such requirements shall never be less than the then applicable requirements of governmental zoning requirements or local ordinances.

3.24. Stormwater Management Facilities.

A. No Owner of any lot, nor any tenant, contractor, agent, invitee, or other user or occupant thereof, on which any stormwater easement is located on the recorded Plat of Legacy Acres, shall do or permit any of the following within any such recorded stormwater easement at any time, without the written approval of the Town of Springfield:

(a) alteration, grading or other improvement within such stormwater easement, including, but not limited to, the placing of decks, porches, outbuildings, storage buildings, play structures, accessory structures, permanent play equipment,

signage (other than signage installed by the Developer or the Town of Springfield), swimming pools, fences, gardens, landscaping (other than grass), trees, shrubs or bushes;

(b) placing or leaving any personal property within any such recorded stormwater easement at any time, including, but not limited to, lawn furniture, movable play equipment or lawn or garden ornaments or accessories;

(c) obstructing, hindering or interfering in any way with the maintenance or inspection of any such recorded stormwater easement by the Association, the Town of Springfield or Dane County at any time; or

(d) moving, removing, altering, or damaging any property monuments or stakes placed by a surveyor to identify the boundaries of any recorded stormwater easement or any signage placed by the Developer, the Association or the Town of Springfield within such recorded stormwater easement.

B. No Owner of any lot shall re-grade or obstruct any swale, drainage way, drainage ditches or stormwater detention area, whether established by easement or not, which is in existence at the time of development on such lot, so as to impede the flow of surface water across such swale, ditches or drainage way, or interfere with the proper functioning of any such swale, ditches, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditches, drainage way or stormwater detention area. No Owner or any person or entity acting on the Owner's behalf may change the elevation or side slopes of any ditch or ditches adjacent to the public streets without the written permission of the Committee. If such activity occurs, the Owner shall restore the ditches to their originally constructed condition upon request of the Committee.

C. An access easement is authorized along the South end of Lot 1 to serve as an access path to maintain Storm Water Drainage on Outlot 1. An access easement along northern edges of Lots 8 and 10 shall serve as an access path to maintain Storm Water Drainage contained on Outlot 2. Use of these easements shall be authorized by the HOA for the purposes of maintenance as required. If the HOA does not maintain outlots 1 & 2, the Town of Springfield may, after written notice to Lot owners (except in an emergency), conduct maintenance or contract the maintenance work, which will be charged to lots 1-21 of Legacy Acres as an increased tax levy with or after proper notice.

3.25. Landscaping.

A. Plan Approval. Grading and landscaping plans must be submitted to the Committee for approval prior to the start of construction. The elevation of a lot may not be changed

so as to materially affect the surface elevation or grade or water drainage to or from any adjacent lot, ditch or storm water conveyance area.

B. Objectionable Trees. No objectionable trees or shrubbery including, but not limited to, cottonwood, box elder, weeping willow, American elm and American ash trees shall be planted on any lot. The Owner shall remove dead or diseased trees from the lot.

C. General Requirements. The following landscaping requirements apply to all lots within the Property: All yards must be either (i) sodded or (ii) or seeded and fertilized, including street terraces. Seeded or sodded areas fronting residences shall be mowed and maintained to be free of noxious weeds and maintained at a height not to exceed 6 inches to promote a quality neighborhood. Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. Complete visual screening of the front, rear and side boundaries of the premises is prohibited without approval of the Committee. The landscaping plan for each lot (except lot 4 which is excluded from this requirement) shall achieve a minimum of 500 landscaping points for trees and evergreen shrubs not adjacent to the residence as determined by the point schedule below in order to be approved by the Committee (no existing vegetation is counted):

- Canopy tree 3" caliper at 18 inches: 75 pts
- Canopy tree 3" to 4" caliper at 18 inches: 100 pts
- Canopy tree or small tree 1-1/2" caliper at 18 inches: 50 pts
- Evergreen tree 4 to 6 feet in height: 50 pts
- Large deciduous tree - 3-year transplant — 36" minimum height: 10 pts
- Small deciduous tree - 3-year transplant — 18" minimum height: 5 pts
- Evergreen shrub - 3-year transplant — 24" minimum height: 5 pts

D. Replacement of dead trees and shrubs. Any tree or shrub planted to meet the requirements of 3.25.C. above that dies shall be replaced within the next planting season.

3.26. Assignment of Rights. After a period of seven (7) years from the date of recording the final plat or after 16 of the lots within the Property have been sold and residences constructed and occupancy permits granted, whichever occurs first, the founding members of the Committee may elect to assign all of the Committee's rights to approve all of the items set forth in Article 3 hereof to the Home Owners Association Board of Directors as identified in Article IV paragraph 4.5. The Board of Directors shall then appoint members of the Committee.

3.27. Term. Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the

Plat is recorded, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 3.28 below. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, the Committee or any person or persons owning any lot or lots within the Property, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorney fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation.

3.28. Release or Waiver. Article 3 hereof, or any part thereof, may be cancelled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer alone, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided, then by an instrument in writing signed by the Owners of a majority of the lots subject to this Declaration, except that Town of Springfield written consent shall be required with respect to any such action with respect to sections 3.5, 3.7, 3.8, 3.9 A. but only with respect the provisions regarding concrete within 4 feet of the street pavement edge, 3.9 B. but only with respect to the provisions regarding carports, 3.15, 3.16, 3.20, 3.21, 3.24, 3.25 (but not with respect to para. C. (3)), 3.27, 3.28, 3.33, 3.34, 3.35 and 3.36 hereof may not be amended without also obtaining the consent of the Town of Springfield. No amendment of this Declaration may prohibit a Lot owner from continuing to occupy, for single family residential purposes, a structure which was approved by the Committee.

3.29. Invalidity; Governing Law. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect. This Declaration shall be governed by and construed under the laws of the state of Wisconsin, without regard to conflict of laws rules.

3.30. Approval Deadline. In the event the Committee, does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Committee, within thirty (30) business days after the same have been submitted to the approving authority in writing in a complete submission, then such approval shall not be required in that instance.

3.31. Standards. In exercising any authority under Article 3 of this Declaration, the Committee shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Property;
- (b) to protect each Owner of a lot against improper uses by other lot owners;

(c) to preserve the beauty of the Property; to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;

(d) to encourage and secure the erection of attractive, adequate sized homes, which conform and harmonize in external design with other structures within the Property;

(e) to assure all structures are properly located upon the lot in accordance with its topography and finished grade elevation;

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

3.32. No Liability. The Developer and the Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site, grading or landscaping plan or any other matter, including any loss arising out of the negligence of the Developer or Committee.

3.33. Remedies. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, ditches, drainage ways, stormwater detention areas, or maintenance or landscaping, or if any lot owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, the Committee or the Town of Springfield shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable attorney fees and costs, to remedy said violation. The Committee may direct a Lot owner, in a writing which identifies the specific violation and rules being violated, to desist from a violation of these covenants and restrictions. If the Lot owner refuses to abide by the Committee's direction, the Committee may seek punitive damages from the Lot owner.

3.34. Annexation. No Owner may at any time petition to annex all or any part of the Property to any city or village under applicable annexation laws, in the capacity of a land owner or petitioner.

3.35. Right-to farm. "Through Section 823.08 of Wisconsin Statutes, the Wisconsin Legislature has adopted a right-to-farm law. This statute limits the remedies of owners of later established residential property to seek changes to pre-existing agricultural practices in the vicinity of residential property. Active agricultural operations are now taking place and may continue on lands in the vicinity of the Plat of Legacy Acres. These active agricultural operations may produce noises, odors, dust, machinery traffic, or other conditions during daytime and evening hours."

3.36. No Short-Term Rentals of any duration, through such agencies as VRBO or Air BNB shall be allowed in the neighborhood.

3.37 Extension and Connection of Ervins Way and/or Aggie Lane. The lands adjacent to the Plat may, at some point in the future, be subdivided and developed. The Town of Springfield may decide to extend Ervins Way and/or Aggie Lane to connect these streets to streets in the adjacent lands. Each Lot owner takes title subject to notice in these covenants and restrictions that the right-of-way of Ervins Way and the right-of-way of Aggie Lane extends to the boundary of the Plat. The Town of Springfield does not require approval of the Lot owners to remove the cul-de-sacs which are constructed at the current terminus of Ervins Way and Aggie Lane or to reconstruct the streets to connect to streets on adjacent properties.

ARTICLE 4 Legacy Acres Homeowners Association, Inc. Definitions. For purposes of Article 4 of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined:

4.1. "Association" shall mean and refer to Legacy Acres Homeowners Association, Inc., its successors and assigns.

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

4.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for Lots 1-21 of the Plat of Legacy Acres, Town of Springfield, Dane County, Wisconsin, as it may from time-to-time be amended by Association Membership and Board of Directors

4.4. "Members". The Owner of each one of Lots 1-21 within the Plat of Legacy Acres, Town of Springfield, Dane County, Wisconsin, shall be a member of the Association. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members. Each Lot shall have one vote on all matters to which Lot owners are entitled to a vote. The members shall have such rights as are set forth herein, in the Articles and By-Laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

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

A. Founding Board of Directors. The founding members of the Board shall be Timothy Roehl, William Acker and Samuel Acker, Contact lead at 262-488-5303; samacker62@gmail.com.

B. Replacing Members of the Board of Directors. The founding members of the Board of Directors shall hold their directorship until at least 16 of the Lots (excluding outlots) of Legacy Acres have residences which have been granted occupancy. Within 60 days of the 16th Owner grant of occupancy, Developer shall hold a meeting with all members to volunteer or nominate other Members to serve on the Board of Directors, and a ballot shall be constructed listing the nominees. The ballot shall be delivered by mail or personal delivery to each of the Members, with instructions to return the completed ballot voting for three Directors within two weeks. The then current board shall tabulate the votes and inform the Members of the top three vote totals which will elect the Board of Directors moving forward. In the event a Member of the Board of Directors sells their Lot, or no longer wishes to serve on the Board, they shall be replaced through the nomination and ballot process as described in this paragraph 4.5 B. within 60 days of the announcement or sale closing of the outgoing Director's lot.

C. Board of Directors Member Term. Board Members shall serve perpetually subject to the terms of paragraph 4.11. If a majority of Members petition to replace a Board Member, nominations and voting as described in paragraph 4.5 B. shall be conducted to elect a Board Member to that position going forward.

D. Inactive HOA and Board. In the event that the HOA has failed to elect a Board for more than two years, all Lot owners shall be deemed to be the Board of Directors. If this section is in effect, the minimum quorum for a Board of Directors meeting shall be 8 Lot owners.

4.6. Acquisition of Common Areas. The Association may take title from time-to-time to real property or easements for real property within the Plat of Legacy Acres Town of Springfield, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members, stormwater management facilities and location(s) for plat entrance signage. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon. The Association shall establish rules and regulations for the management and use of such facilities, subject to stormwater management agreements with the Town of Springfield and Dane County, and subject to such restrictions as are placed on the recorded plat with respect to Town of Springfield approval.

4.7. Entrance Sign. The Association shall maintain in good order and repair any entrance sign to the Plat of Legacy Acres, at the expense of the Association.

4.8. Stormwater Management Area Maintenance. The Association shall be responsible to maintain stormwater retention and management areas contained in access easements and

Outlots 1 & 2, as required by governing bodies including the Town of Springfield, Dane County and the Wisconsin Department of Natural Resources.

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

4.10. Creation of Assessments. Assessments shall be determined, established and collected each year, starting with calendar year 2027, in the following manner:

A. Initiation Fee: Legacy Acres initiation fee, in the amount of \$500, shall be collected at initial lot sale closing to fund the Association. The Board shall create a bank account in the name of the Association to manage income and expenses of the Association.

B. Budget. In December of each year starting in December 2027, the Board shall determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation. Such budget shall be approved by a vote of two-thirds (2/3) of the Board on or before the last day of December each year.

C. Limitation on Assessments. The maximum annual assessment which may be authorized under this Article shall be \$250.00 for each lot to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots), until the actual annual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, shall exceed the annual revenue generated, in which event the maximum assessment per lot shall be such actual costs of maintenance, improvements and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, divided equally among all lots as to which the Association has the power to

make assessments hereunder or under other comparable instruments (excluding outlots).

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

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

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

4.11. Term. Article 4 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat of Legacy Acres is recorded, after which Article 4 shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 4.12 below.

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

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

4.14 Town Approval. The Town of Springfield joins in signing these covenants and restrictions solely to indicate the Town's approval of provisions herein related to public streets, stormwater and other matters in which there is a significant public interest. The Town has no interest in the private covenants such as minimum home size. The Town will not be responsible for enforcement of private covenants.

IN WITNESS WHEREOF,

On this 18 day of June, 2026

Timothy Roehl, Developer

Timothy Roehl

Samuel Acker, Owner

Samuel Acker

William Acker, Owner

William Acker

Ann Schuetz, Manager, Legacy Acker 7, LLC

Ann Schuetz

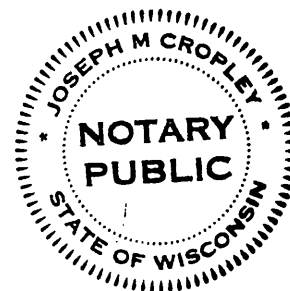
David Laufenberg, Chairman, Town of Springfield

David Laufenberg

Acknowledgment

STATE OF WISCONSIN

DANE COUNTY



Personally came before me on June 18, 2026 the above named Timothy Roehl, Samuel Acker, William Acker, Ann Schuetz and David Laufenberg to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Joseph M. Cropley

~~Carla J McGinn Nowka~~ me
~~Notary Public, State of Wisconsin~~ me
~~My commission expires: 6.19.29~~ me

Joseph M. Cropley
Notary Public, State of WI
My Commission expires: 6.29.29

Plat of Legacy Acres

