

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
MAMMOTH CONSERVANCY**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MAMMOTH CONSERVANCY (this "Declaration") is made by Sand Valley Development II, LLC, a Wisconsin limited liability company ("Developer"), as of the 22nd day of December, 2021 ("Effective Date").

RECITALS

A. Developer is creating a residential development consisting of seven residential lots surrounded by open space (collectively referred to herein as, the "Development") on certain property located in the Town of Rome, Adams County, State of Wisconsin, as more particularly described on the attached Exhibit A, and depicted on the attached Exhibit B.

B. To further the purposes of the Development, Developer desires to subject the entire Development, and any and all buildings and other improvements now or hereafter installed in the Development, to the conditions, restrictions, covenants, reservations and easements contained in this Declaration for the benefit of the Development, and for the benefit of Developer and each current and future owner of any part thereof to effectuate a desirable utilization of land in an aesthetically pleasing residential environment.

C. Developer intends to develop the Development in a manner that is coordinated with the adjacent Sand Valley golf resort ("Sand Valley"), provided, however, no person obtains any special privileges or access to Sand Valley solely by virtue of their ownership of a Lot within the Development.

DECLARATION

NOW, THEREFORE, Developer declares that the Development shall be held, sold, conveyed, transferred, used and improved subject to the conditions, restrictions, covenants, reservations and easements contained in this Declaration, which shall inure to the benefit of Developer, its successors and assigns, and to all parties hereafter having any interest in the Development. This Declaration is made subject to all easements, covenants, conditions and restrictions of record.

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**RECORDED-ADAMS COUNTY WI
REGISTER OF DEEDS OFFICE
JODI M. HELGESON-REGISTER
12/22/2021 10:01 AM
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Recording Area

Name and Return Address:

Sand Valley Development II, LLC
Attn: Michael Keiser
875 N. Michigan Ave. Suite 3920
Chicago, IL 60611

Parcel Identification Number:

See attached Exhibit A

1. DEFINITIONS. The following terms shall have the assigned definitions:
 - a. "Applicable Law" shall mean any and all laws, statutes, ordinances, codes, rules or regulations of all federal, state and local governments.
 - b. "Architectural Control Committee" or "ACC" shall mean the committee charged with administration of the architectural control requirements of this Declaration, and during such time as Developer owns one or more Lots in the Development or the Open Space, Developer shall be entitled to appoint the ACC, regardless of whether Developer stills controls the Board.
 - c. "Association" shall mean Mammoth Conservancy HOA, Inc., the members of which shall be all Owners of Lots in the Development.
 - d. "Association Insurance" shall mean all policies of insurance obtained and maintained by the Association under this Declaration or the Bylaws.
 - e. "Board" or "Board of Directors" shall be the governing body of the Association.
 - f. A "Building" shall be any freestanding structure located on any Lot in the Development.
 - g. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.
 - h. "Common Improvements and Services" shall mean and consist of all improvements made and services furnished, from time to time, by the Developer or the Association for the benefit of the Development, including, without limitation, entrance landscaping, landscaping maintenance, lighting, development identification signage, common area utilities, private access road maintenance, snow and ice removal, gated access, security systems, security monitoring, trash collection, and insurance coverage.
 - i. "County" shall mean Adams County.
 - j. "Developer" shall mean Sand Valley Development II, LLC, and the successors and assigns of Developer, pursuant to assignment provisions of this Declaration.
 - k. "Declaration" shall mean this Declaration as the same may be amended from time to time.
 - l. "Director" shall mean a member of the Board.
 - m. "Drawings" is defined in Section 6a.
 - n. "Lot" shall mean and refer to: (i) the three lots depicted on Certified Survey Map No. 6645 and (ii) the four lots depicted on Certified Survey Map No. 6646, each of which is intended for construction of a residence.
 - o. "Mortgage" shall mean a recorded first lien mortgage against a Lot, or the vendor's interest under a recorded first lien land contract relating to a Lot.
 - p. "Mortgagee" shall mean the holder of a Mortgage.
 - q. "Occupant" shall mean the Owner and any other person residing on or occupying a Lot.

r. "Open Space" shall mean the unplatted lands owned by Developer, as more fully described on Exhibit A, which lands are reserved for future use and development by the Developer for the benefit of the Development and Sand Valley.

s. "Owner" or "Lot Owner" shall mean each fee simple owner of a Lot, but if any Lot is the subject of a recorded land contract, then the Owner is the vendee under such land contract. References to "Owner" or "Lot Owner" shall include all owners of a Lot, notwithstanding the use of the singular form in this Declaration. Developer is an Owner with respect to Lots during such time as Developer holds title. Developer is also an "Owner" with respect to the Open Space.

t. "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and depicted on Exhibit B.

u. "Register of Deeds' Office" shall mean the office of the Register of Deeds for Adams County, Wisconsin.

v. "Rules and Regulations" shall mean any rules and regulations that may be adopted and amended from time to time by the Board of Directors pursuant to this Declaration.

w. "Town" shall mean the Town of Rome.

2. BINDING EFFECT. This Declaration, which regulates the use, improvement and occupancy of the Property, shall become effective immediately upon its recording.

3. GENERAL PURPOSE.

a. The general purpose of this Declaration is to: (i) ensure that the Development will become and remain an attractive, high quality residential community intended to preserve and maintain its natural beauty; (ii) ensure the best use and the most appropriate development and improvement of building sites on each Lot; (iii) protect Lot Owners against use and development of other Lots as may detract from the value of their Lots; (iv) prevent the erection of poorly designed or proportioned structures in any part of the Development; (v) promote harmonious use of materials and color schemes in improvements; (vi) encourage attractive homes with appropriate siting on Lots; (vii) promote proper spatial relationships of structures to other structures and Lot lines; and (viii) generally ensure a quality residential development of the Development.

b. Each of the seven residential Lots is limited to residential purposes only. Subject to compliance with Applicable Laws and all covenants, conditions and restrictions set forth in this Declaration, each Owner shall be permitted to erect the following Buildings on a residential Lot: (i) a principal residence; (ii) a guest house or other accessory structure; and (iii) any additional structures that may be approved by the ACC in its sole discretion.

4. ASSOCIATION.

a. The Association shall be incorporated by the Developer as a non-stock corporation under chapter 181 of the Wisconsin statutes, and shall adopt Bylaws for its governance and administration. Each Lot shall be vested with one vote at meetings of the Association members. Each Lot Owner subject to this Declaration shall be a member of the Association and membership shall pass with title to a Lot.

b. The Association shall be governed by a Board of Directors consisting of three (3) directors, who shall act by majority vote. Developer shall be entitled to appoint all Directors until the earlier of: (i) the

date on which Developer no longer owns any Lot or the Open Space; or (ii) Developer's election to waive its right to control.

c. The Board shall annually adopt a budget of common expenses and levy assessments on the Lots for the operation of the Association, including the cost of maintaining Common Improvements and Services. Each Lot subject to this Declaration shall be subject to assessment by the Association for Association's existing or anticipated expenses, as more particularly described in this Declaration or in the Bylaws. Assessments shall constitute a lien on the Lot and are also the personal obligation of its Lot Owner, until paid. If the County of the Town becomes the owner of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the Town with respect to fees or assessments imposed under this Declaration.

d. General assessments shall be levied on an annual basis and shall be due and payable in such periodic installments as determined by the Board. The Board may levy a special assessment for any purpose for which a general assessment may be levied, which special assessment shall be due and payable at such time and in such manner as the Board designates. Any assessment or installment of assessment not paid within thirty (30) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or as established by rule adopted by the Board.

e. If any Owner fails to timely pay any assessment installment, the Association may take all appropriate measures as permitted by law to enforce payment. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment, including the Association's reasonable attorneys' fees. The Association shall have the right to file a lien against the Lot for any unpaid Association payments, which lien shall be effective as of the recording of notice thereof in the Register of Deeds' Office. Liens for unpaid assessments shall also extend to and secure payment of any fines, interest and reasonable costs of collection, including the Association's attorneys' fees.

f. During such time as Developer owns any Lot in the Development, Developer may, but shall not be obligated to, directly pay bills or provide services that would otherwise represent Association obligations to which regular assessments would be applied. Developer may offset expenses incurred by Developer in performing or paying such Association obligations against assessments due for Developer-owned Lots. If the aggregate of Developer payments exceeds the aggregate of assessments then due on Developer-owned Lots, Developer shall be entitled to reimbursement from the Association.

g. Common expenses shall be allocated among all Lot Owners in shares proportionate to their votes in the Association. Common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

h. The Association may employ a professional management agent or company to assist in carrying out its duties under this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Association.

i. Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Development, may be promulgated and amended from time to time by the Board of Directors, in its reasonable discretion. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Lot Owners by the Board promptly after the adoption of such Rules and Regulations or any amendments thereto. In no event shall such Rules and Regulations materially and adversely affect any Lot Owner's rights under this Declaration.

j. A copy of this Declaration and the Association's books, records and financial statements to be kept by the Association shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing.

5. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee (or ACC) for the Development shall be appointed by Developer and, at Developer's election, the ACC may consist of the same individuals who serve as the Board. During such time as Developer owns one or more Lots in the Development or the Open Space, and regardless of whether Developer has previously transferred control of the Board to the Lot Owners, Developer may, nonetheless, continue to appoint the ACC. The decision of the majority of the ACC members shall be final and binding. During such time as Developer appoints the ACC, Developer, at its sole discretion, may elect to have only one or two members of the ACC, whose decisions shall be nonetheless binding, valid and enforceable. ACC members shall not be entitled to compensation for services performed pursuant to this section. Developer shall be entitled to remove and replace members of the ACC, at its sole discretion, as long as Developer owns any Lot in the Development or the Open Space. After Developer no longer owns any Lot in the Development or the Open Space, the ACC shall consist of the Board of Directors of the Association.

6. ARCHITECTURAL CONTROL.

a. No Building, accessory structure, fence, wall, driveway, deck, patio, light post, well, private onsite wastewater system (POWTS), landscaping or other structure or improvement shall be constructed, erected, placed or altered on any Lot in the Development without the approval of the ACC. Prior to erecting any building or structure, making any improvement or installing or altering any landscaping, the Lot Owner shall submit to the ACC three (3) sets of plans, including building construction plans, elevations, specifications, site plans, grading plans and landscaping plans, as appropriate (plans and specifications referenced above, "Drawings"). If and when Drawings are approved, one set of the approved Drawings shall be signed, dated, and returned by the ACC to the Lot Owner as evidence of ACC approval. Any changes or revisions required by the ACC shall first be made to the Drawings by Owner before approval is given. Once ACC approval is given, construction shall be performed in substantial conformity with the approved Drawings unless subsequent changes are submitted to and approved by the ACC.

b. In reviewing Drawings, the ACC may consider the suitability of the proposed Building or other structure or improvement, its design, elevation, color, construction materials, surrounding Buildings, proposed location, the view from other Lots in the Development, terrain, environmental impact, aesthetics, and such other consideration as the ACC deems appropriate. The ACC shall have the right to waive approve variances or deviations from the restrictions imposed by this Declaration based on Lot configuration, hardship and/or other factor or factors satisfactory to the ACC, in the ACC's sole discretion. Any action by the ACC shall be final and conclusive as to all persons then or thereafter owning Lots in the Development. The ACC shall not be liable for actions taken or decisions made in good faith.

c. In addition to compliance with this Declaration, all construction shall comply with Applicable Law. ACC approval of Drawings shall not be deemed an ACC certification that construction proposed in such Drawings complies with Applicable Law, and such compliance shall be the sole responsibility of the Owner and such Owner's builder. The ACC shall have no liability or responsibility if the ACC approves Drawings that fail to comply with Applicable Law and/or which fail to properly handle drainage. If approved Drawings violate Applicable Law, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and correct the matter, including appropriate corrections to the Drawings, which corrected Drawings shall be resubmitted to the ACC. All construction

on any Lot shall conform to the Development master grading and drainage plans on file with the Association and/or the Town.

d. It is intended that architectural styles amongst Lots in close visual proximity to one another shall be compatible, while also featuring diversity to avoid monotony or duplication. The ACC may consider a proposed residence in relation to existing or previously approved homes in close visual proximity to the proposed residence. The ACC, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in the Development, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Section 5 above. Any such conceptual approval and/or reservation may be rescinded by the ACC at any time prior to final approval of the Drawings, upon not less than sixty (60) days' written notice to the Lot Owner if the Lot Owner fails to submit the full set of Drawings as required pursuant to Section 6a above prior to the expiration of said notice period, and/or if the ACC rejects the Drawings so submitted.

e. The exterior siding of all dwellings shall consist of natural wood siding, natural stone, brick or stucco. In addition to the foregoing, upon ACC approval, exterior siding may consist of other materials provided that the architectural integrity of the home is not adversely affected by the use of such other materials. The ACC, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types of siding as the ACC deems appropriate to preserve the architectural integrity and quality appearance of the Development. All pitched roofs shall consist of wood, tile or dimensional asphalt shingles. The ACC, in its sole discretion, may permit use of other roofing materials, provided such other material has substantially the same appearance as the preferred materials.

f. All detached garages, storage structures and other outbuildings require ACC approval and may be permitted or denied at the sole discretion of the ACC. The ACC shall have the right to condition approval on the proposed outbuilding having the same materials, similar architectural design and/or color scheme as the residence. All outbuildings shall be permanent. No outbuilding is permitted in any easement area.

g. The need for interpretation, from time to time, is inherent in the implementation and enforcement of protective covenants and restrictions. Where such interpretation is required, the matter shall be resolved by the ACC, whose decision shall be final.

7. LOCATION OF IMPROVEMENTS. The placement and location of all Buildings and other improvements on a Lot, including the location of the well and POWTS serving each Lot, shall, in addition to compliance with Applicable Laws, be subject to the approval of the ACC. Exhibit C attached to this Declaration and incorporated herein depicts the permitted building envelope for each lot (the "Permitted Building Envelope"). All improvements on a Lot must be located within the Permitted Building Envelope for such Lot.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION.

a. Before any construction is commenced on a Lot, the driveway shall be rough graded, in a location and vertical alignment approved by the ACC. All construction access to the Lot during construction by material suppliers, contractors, subcontractors and other individuals shall be by the installed driveway only.

b. All exterior construction shall be completed within one (1) year of construction commencement and the Building shall be ready for occupancy within that period. Within the earlier

of: (i) one year of occupancy; or (ii) two years of commencement of construction, Owner shall complete all landscaping in accordance with the plans and specifications approved by the ACC.

c. During construction, the Lot Owner shall ensure that the Owner's contractor maintains prompt cleanup of scraps, paper, debris or other waste materials. A dumpster shall be maintained on the Lot throughout construction. The Lot Owner shall repair any and all damage to the right-of-way adjacent to the Lot, including, but not limited to, pavement, curbing, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring during construction. If Owner fails to perform the responsibilities set forth above, Developer or Association shall have the right to perform the necessary cleanup and/or make the necessary repairs and obtain reimbursement from the Lot Owner for the expense incurred by Developer or Association. Proper erosion control practices shall be installed prior to commencing any earth-moving activities to prevent sediment entering storm water drainage ways or leaving the Lot construction site.

9. FAILURE TO COMPLY. If a Lot Owner or Owner's contractors fail to comply with the cleanup requirements and/or the use of the approved driveway, and/or repair of any damaged drainage facilities and/or public right-of-way, and if Developer, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by Town for same, Developer shall be entitled to recover, upon demand, from the Lot Owner, all costs and expenses incurred by Developer relative to such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable actual attorneys' fees. If a Lot Owner or the Lot Owner's contractors fail to comply with the architectural or other requirements of this Declaration, and if Developer or Association retains an attorney to enforce said requirements, Developer or Association shall be entitled to recover, upon demand, from the Lot Owner, all costs and expenses, including actual attorneys' fees, incurred with respect to such enforcement.

10. PRESERVATION OF EXISTING VEGETATION. No existing vegetation on a Lot shall be cut down, destroyed, mutilated, moved or disfigured, without prior approval of the ACC. Except as to trees authorized by the ACC to be removed, all existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the ACC.

11. DRIVEWAYS. Each Lot Owner shall install a hard-surfaced concrete or asphalt driveway within one (1) year of the date of issuance of an occupancy permit for the residence on the Owner's Lot. Driveways may be constructed with alternate materials with the approval of the ACC. The driveway shall extend from garage entry to point of intersection with the right-of-way. If the driveway is concrete, the concrete shall be installed no closer than six (6) feet to the traveled portion of the roadway, with the area between the concrete drive and the traveled portion of the roadway paved with asphalt.

12. HEIGHT OF GRADE.

a. No Lot Owner shall alter the grade of any Lot except in compliance with the Development master grading plan approved by, and on file with, the Association and/or the Town. Lot grades may only be altered if the Lot Owner first obtains written approval of the ACC and Town, and then only to the extent authorized in such approval. Any application for grade deviation approval shall include a grading plan with detailed specifications on the area proposed to be regraded, existing and proposed topography and a civil engineer's analysis and opinion that there will be no adverse drainage impact for the subject Lot, any other Lot or on any public improvements.

b. Each Lot Owner must strictly adhere to and finish grade its Lot in accordance with the master grading plan. Developer, Association and/or Town, and/or their agents, employees or contractors, shall have the right to enter upon any Lot, at any time, to inspect, maintain or correct any drainage condition. If grades are found which are inconsistent with the master grading plan (as amended, if applicable), the Lot

Owner shall be responsible for any and all costs to conform grades to those specified in the master grading plan.

13. NUISANCES. No noxious or offensive activities are permitted on any Lot or Outlot, or any activity or condition which constitutes a nuisance.

14. STORAGE RESTRICTIONS. No outside storage of boats, motorcycles, snowmobiles, all-terrain vehicles, motor homes, recreational vehicles, trailers, tractors or inoperative vehicles is permitted on any Lot. No outside storage of any type of truck used as a commercial vehicle containing any type of signage shall be permitted on any Lot. "Outside storage" shall mean location on a Lot, and not contained within a garage for three (3) or more consecutive days.

15. UTILITY RESTRICTIONS. Except for residential propane gas tanks servicing gas barbeque grills, no exterior fuel tanks, including, but not limited to, fuel oil tanks, propane gas tanks and/or motor vehicle fuel tanks, whether aboveground or belowground, are permitted on any Lot unless approved by the ACC. All Lots shall be serviced by electric, cable television and telephone service via underground installation only. No residence or other Building or structure on any Lot shall be serviced by overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and Building on any Lot shall be paid by the Lot Owner.

16. ANIMALS AND LIVESTOCK AND POULTRY. No animals may be raised, bred or kept on any Lot other than dogs, cats, or other household pets, providing they are not raised, kept, bred or maintained for any commercial purpose. By way of enumeration, and not by way of limitation, the term "household pets" does not include livestock, snakes, rodents, poultry, goats or pigs of any kind.

17. SIGNS. Except for political signs of a reasonable size and in reasonable proximity to the election for which such political sign is posted, no sign of any kind shall be displayed to public view on any Lot except one sign not more than five square feet in size: (i) advertising the property for sale or rent; or (ii) used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period. Developer may post such signs as Developer determines in conjunction with initial Lot sales in the Development and Developer or Association may also erect and maintain one or more Development signs at entrances to the Development.

18. MAINTENANCE.

a. Each Lot Owner shall maintain any Building and other improvements located on such Owner's Lot in accordance with the Building Plans approved by the ACC. No modification or alteration of the exterior of such Building or to any improvements shall occur without prior approval of the ACC. Each Lot Owner shall maintain the natural and landscaped areas on the Owner's Lot in accordance with the plans approved by the ACC. No modification or alteration of such natural or landscaped areas shall occur without prior approval of the ACC.

b. Each Owner shall regularly inspect the general condition of the Owner's Lot and the exterior of any Buildings and other improvements located thereon and shall maintain the Lot and all improvements in a first-class condition. If any Owner fails to maintain any portion of the Owner's Lot or the exterior condition of any Building or improvements in the required condition, the Association may deliver written notice to the Owner detailing the work necessary to restore the property to the condition required by this Declaration. The Owner shall, at the Owner's sole cost and expense, promptly undertake or authorize the Association to undertake the necessary repairs or maintenance. If the Owner fails to take the action necessary to restore the property to the condition required by this Declaration within thirty (30)

days of receipt of notice from the Association, the Association shall have the right, but not the obligation, to enter such Owner's Lot for the purpose of performing the repairs or maintenance specified in the written notice. The cost of any repairs or maintenance performed by the Association pursuant to this paragraph shall be levied as a special assessment against the Lot, with written notice to the Owner, which assessment shall be immediately due and payable.

c. The Association shall maintain any Common Improvements and Services and may levy assessments against the Lot Owners for such maintenance/service in accordance with Section 4 above. In addition, the Developer reserves to the Association an easement allowing the Association the right, but not the obligation, to perform maintenance over the portion of any Lot located outside of the Permitted Building Envelope.

19. ANTENNAE. No exterior antennas, other than dish type antennas not exceeding twenty-four (24) inches in diameter, shall be permitted on any Lot. Permitted dish antennas shall not be attached to the front of any house, nor located in the front yard of the residence.

20. SWIMMING POOLS. No swimming pools, whether above-ground or in-ground, may be erected on any Lot.

21. FENCES. It is the intention to preserve the open natural feeling of the Development environment. No barrier or containment fences may be erected on or adjacent to any Lot line. Fencing of a decorative or landscaping nature may be installed subject to ACC approval.

22. EASEMENTS.

a. Utility. Developer may grant subterranean easements within a twenty-foot strip of land running along the front, side and rear line of each Lot, to utilities that service the Development or to facilitate Common Improvements maintained by the Association. Upon the sale of any Lot by Developer, Developer shall be deemed to have reserved the right to grant such easements. Any public bodies and utilities accessing any such easement areas declared by Developer shall have the obligation to repair any damage resulting from such access. No pedestals or buried cables are to be placed such that the installation would disturb any survey stake, or obstruct vision along any lot line. No pole-mounted or overhead facilities are permitted within such easement areas.

b. Surface Water Drainage. There shall exist a perpetual, non-exclusive, reciprocal easement for surface water drainage on, over and across all Lots within the Development to allow drainage of stormwater on, over and across the Lots, all in accordance with the master grading and drainage plans on file with the Association and/or the Town.

23. APPLICABLE LAW. In addition to the requirements of this Declaration, all Lots and improvements thereon shall be subject to Applicable Law. No Lot may be further subdivided nor may any Lots be combined without prior approval of the ACC, and subject to Applicable Law. Each Owner is required to understand and ensure that the Owner's Lot and all construction thereon is in full compliance with Applicable Law, including, without limitation, Town zoning ordinances and building codes. In the event of any conflict between this Declaration and any law, statute, rule, code, regulation or ordinance of Town, County, State of Wisconsin or federal government, the more restrictive provision shall apply.

24. INSURANCE

a. Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance, casualty insurance coverage on any Common Improvements, and such other policies and/or coverages as the Association deems necessary or advisable.

b. Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the insurable replacement value. Comprehensive general liability coverage shall be in such amounts as the Association determines annually, but not less than \$1,000,000 per occurrence.

c. Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance reconstruction of damaged Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

d. Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

e. Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same.

25. AMENDMENTS TO DECLARATION.

a. This Declaration may be amended by a written document approved by the Owners of at least seventy-five percent (75%) of the Lots subject to this Declaration, provided, however, that so long as Developer owns at least one Lot or the Open Space within the Development: (i) Developer, acting alone, shall have the authority to amend this Declaration; and (ii) no amendment of this Declaration shall be effective unless the amendment is also approved by Developer. If a Lot is owned by more than one Owner, amendment approval by any one or more of Owners of such Lot shall be deemed sufficient to evidence approval of the amendment, unless the other Lot Owner has previously recorded in the Register of Deeds' Office a notice stating that approval of any amendment on behalf of such Lot shall not be effective without the approval of the Owner filing such notice. In no event shall this section be construed to require Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted under this Declaration to be made by Developer alone. "Approval" as referenced in this Section shall mean signature pages with the sufficient majority of approving Lot Owners' signatures appended to a copy of the approved amendment and maintained in the corporate book of the Association. The actual amendment shall be executed by the president and secretary of the Association, with a warranty and representation by such signatories that signature pages evidencing the appropriate majority of Lot Owners are on file with the secretary of the Association in the Association's corporate book. Except as to such president's and secretary's signature, no other Association signature shall be required on the amendment. Amendments shall be effective upon the date of recordation in the Register of Deeds' Office.

b. During such time as Developer continues to own at least one Lot in the Development or the Open Space, Developer, acting alone, shall have the right, but not the obligation, to subject additional lands to this Declaration. If Developer adds additional lands to be subject to this Declaration, Lots created in

such addition shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses in the same manner as all other Lots subject to this Declaration.

26. **ASSIGNMENT.** All or any of Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers by written assignment executed by Developer alone, and which assignment(s) shall become effective upon recordation in the Register of Deeds' Office.

27. **ENFORCEMENT.**

a. This Declaration may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate same. An enforcement action may be brought by Developer, the Association or any Lot Owner. An enforcement proceeding may seek to recover damages and/or demand compliance through injunctive or other relief. No enforcement action shall be valid or sustainable where seeking to address any construction, placement or alteration of any structure or improvement on any Lot more than one year after the completion of the construction, placement or alteration of such structure or improvement. This one-year limitation shall not apply to any failure to establish and/or maintain proper grading and/or with respect to changes in grade made without obtaining all required approvals. Nothing herein contained shall be construed to require Developer or the Association to undertake any enforcement action. If Developer or the Association prevails in any enforcement action brought respecting this Declaration, Developer or the Association, as the case may be, may recover all of its costs and expenses in such enforcement, including, without limitation, its reasonable attorneys' fees, from the nonprevailing party.

b. In addition to remedies set forth above, if any Lot Owner shall violate any covenant or restriction contained in this Declaration, and if such violation is an initial violation by such Lot Owner of such particular covenant or restriction, which violation remains uncured for more than five (5) days after notice by Developer or Association, such Owner may be assessed by the Association a fine of Twenty-Five Dollars (\$25) per day, commencing on the sixth (6th) day after the notice of initial violation was provided to such offending Owner. In the instance of a second or subsequent violation of the same covenant by the same Owner, no cure period shall be provided, and the Twenty-Five Dollars (\$25) per day fine shall commence on the date the offense is reported to the Association with photographic or other supporting evidence. The Board of Directors shall be empowered to extend cure periods where reasonably necessary and appropriate in such Board's discretion to permit cure.

28. **TERM.** This Declaration shall run with the Property, and shall be binding upon all parties and persons having any interest in such land for an initial period of forty (40) years from the date this Declaration is recorded. Thereafter, the Declaration shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Wis. Stats., but including any future amendments, modifications or renumbering of that section). Unless opposed by greater than seventy-five percent (75%) of the then-Owners of Lots in the Development, the term of this Declaration may be extended by written extension recorded in the Register of Deeds' Office signed by the then-president and secretary of the Association. Prior to execution and recordation of such extension, a meeting shall be held to determine whether more than seventy-five percent (75%) of the Lot Owners are opposed to such extension and would instead elect to have the term of the Declaration terminated.

29. **FURTHER DEVELOPMENT.** Developer and/or its affiliates intends to develop other land adjacent to the Development for residential or recreational purposes. Each Lot Owner acknowledges these intentions and agrees not to interfere with the future development of the Property or adjacent land by the Developer for the stated purposes.

30. SAND VALLEY, TITLE CONFERS NO SPECIAL PRIVELEGES. No person obtains special privileges or access to Sand Valley Golf Course or any of Sand Valley's amenities solely by virtue of their ownership of a Lot within the Development.

31. MISCELLANEOUS.

a. This Declaration runs with the lands and shall be binding upon Developer and Owners and all of Developer's and Owners' successors and assigns in and to any interest in any Lot.

b. The laws of the State of Wisconsin govern all matters arising out of this Declaration.

c. Any notice required or desired to be given under this Declaration may be sent as follows: (i) if to Developer or Association, to the person and at the address maintained as the registered agent for such entity according to the records of the Wisconsin Department of Financial Institutions; and (ii) if to any Lot Owner, to the address maintained to the Lot by Town for tax assessment or notice purposes.

d. If any provision of this Declaration is held unenforceable by a court of law, such holding shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

e. Topical headings and captions contained in this Declaration are inserted for convenience only and such headings and captions shall not limit or construe the sections to which they apply or otherwise affect their interpretation.

f. Words of masculine, feminine or neuter gender shall mean and include corresponding words of other genders and words importing the singular number shall mean and include the plural number and vice versa.

g. The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to."

EXHIBITS

Exhibit A	Legal Description
Exhibit B	Site Plan Depicting the Development
Exhibit C	Permitted Building Envelopes

This instrument was drafted by:
Daniel A. O'Callaghan, Esq.
Carlson Black O'Callaghan & Battenberg LLP
608.888.1687

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, This Declaration is made as of the Effective Date.

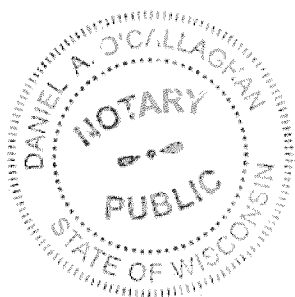
DEVELOPER:
SAND VALLEY DEVELOPMENT II, LLC

By: [Signature]
Michael L. Keiser, Authorized Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 22 day of December, 2021, the above-named Michael L. Keiser, as the Authorized Representative of Sand Valley Development II, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.



[Signature]
Name: DANIEL A. O'CALLAGHAN
Notary Public, State of WISCONSIN
My Commission: IS PERMANENT

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT

Residential Lots:

Lots 1, 2 and 3 of Certified Survey Map No. 6645, Town of Rome, Adams County, Wisconsin.

AND

Lots 1, 2, 3 and 4 of Certified Survey Map No. 6646, Town of Rome, Adams County, Wisconsin.

Open Space:

ALL OF:

Parcel 1: The Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Twenty-Five (25), Township Twenty (20) North, Range Five (5) East, in the Town of Rome, County of Adams, State of Wisconsin.

Parcel 2: The Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Twenty-Five (25), Township Twenty (20) North, Range Five (5) East, in the Town of Rome, County of Adams, State of Wisconsin; LESS AND EXCEPT Lot One (1) of Certified Survey Map No. 6160 recorded in Document No. 539765; ALSO LESS AND EXCEPT the plat of SV Homes, a recorded subdivision in Document No. 542617.

Parcel 3: Out Lot Three (3), SV Homes, a recorded plat, in the Town of Rome, County of Adams, State of Wisconsin.

LESS AND EXCEPT:

Lots 1, 2 and 3 of Certified Survey Map No. 6645, Town of Rome, Adams County, Wisconsin.

AND LESS AND EXCEPT:

Lots 1, 2, 3 and 4 of Certified Survey Map No. 6646, Town of Rome, Adams County, Wisconsin.

AND LESS AND EXCEPT:

Part of Outlot 3 of SV Homes, as recorded in File 3, Envelope 8, as Document Number 542617, Adams County Register of Deeds, and part of the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter, Section 25, Township 20 North, Range 05 East, Town of Rome, Adams County, Wisconsin being more fully described as follows: Beginning at the northeasterly corner of Lot 2, Certified Survey Map Number 6645, as recorded in Document Number 568139, Adams County Register of Deeds and Reference Point #5; thence 132.32 feet along the arc of a curve to the left, having a radius of 60.00 feet, a central angle of 126°21'10", and a chord bearing N18°55'49"W, 107.09 feet to a non-tangential curve; thence 29.71 feet along the arc of a curve to the right, having a radius of 25.00 feet, a central angle of 68°04'51", and a chord bearing N48°03'58"W, 27.99 feet; thence N14°01'32"W, 75.15 feet to a point of curvature; thence 20.72 feet along the arc of a curve to the left, having a radius of 76.00 feet, a central angle of 15°37'26", and a chord bearing N21°50'15"W, 20.66 feet; thence N29°38'58"W, 175.17 feet to a point of curvature; thence 12.51 feet along the arc of a curve to the right, having a radius of 24.00 feet, a central angle of 29°52'03", and a chord bearing N14°42'57"W, 12.37 feet; thence N00°13'05"E, 55.10 feet to a point of curvature; thence 65.47 feet along the arc of a curve to the right, having a radius of 174.00 feet, a central angle of 21°33'34", and a chord bearing N10°59'52"E, 65.09 feet; thence N21°46'39"E, 138.32 feet; thence N90°00'00"E, 261.15 feet to the southwesterly corner of Lot 3, Certified Survey Map Number 6646, as recorded in Document Number 568140, Adams County Register of Deeds; thence S66°12'22"E along the southwesterly line of said Lot 3, CSM No. 6646, 325.12 feet; thence continuing along said southwesterly line, S34°00'00"E, 178.93 feet; thence continuing along said southwesterly line, S51°46'38"E, 258.60 feet to a point on the southwesterly line of Lot 4, said CSM No. 6646; thence S67°07'03"E along said southwesterly line, 212.99 feet; thence continuing along said southwesterly line, S07°26'52"E, 292.04 feet to the south line of said Northeast Quarter; thence N89°33'08"W along said south line, 543.70; thence continuing along said south line, N89°33'08"W, 422.57 feet to the easterly line of said Lot 3, CSM No 6645; thence N07°03'52"W along said easterly line, 182.00 feet to the point of beginning; Said description containing 628,682 square feet, more or less.

Parcel Identification Numbers: 30-1790-818, 30-310-00 and 30-311-10

DEVELOPMENT SITE PLAN

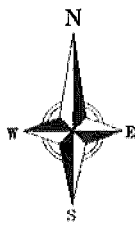
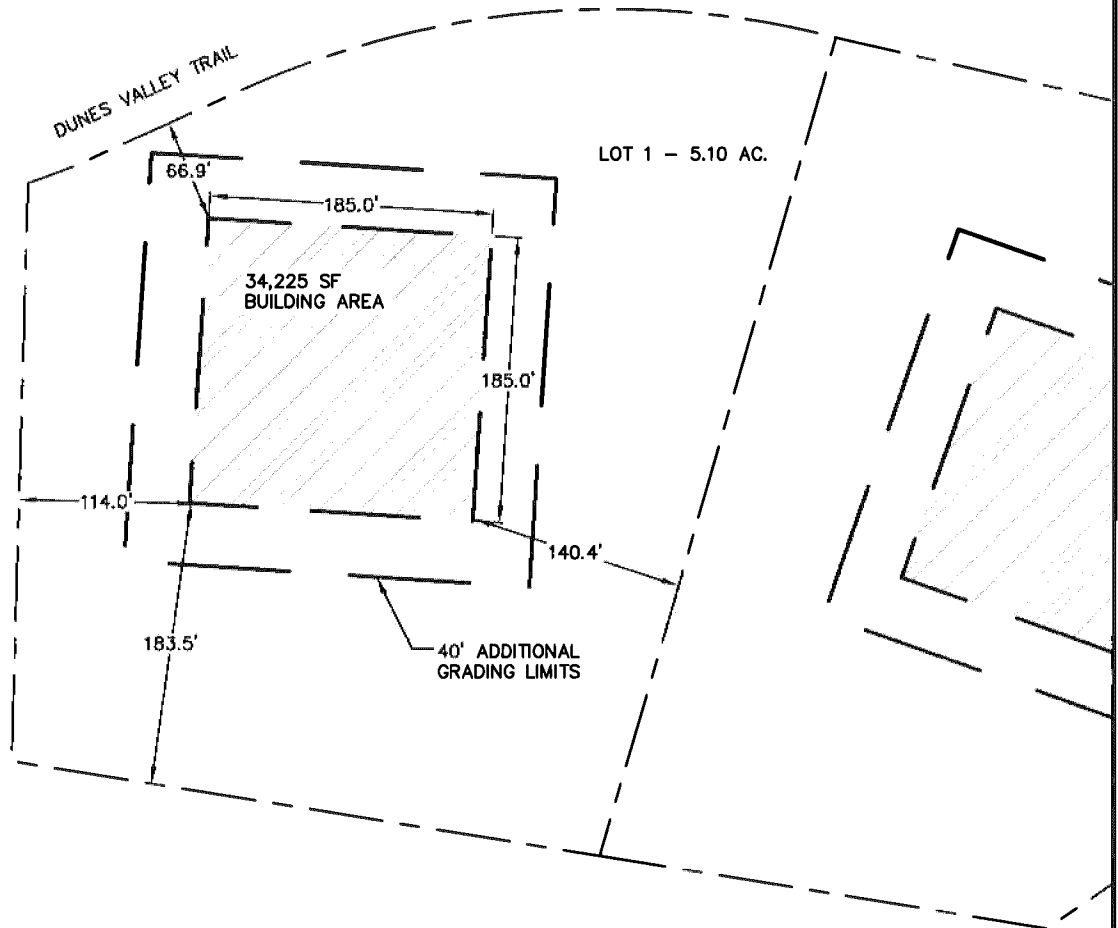
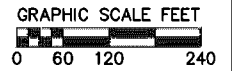


EXHIBIT C

PERMITTED BUILDING ENVELOPES

[attached]



NOTE: LOT LINES AND BUILDING ENVELOPE EXTENTS MAY NOT BE PARALLEL. BUILDABLE AREA AND GRADING LIMITS ARE TO BE LOCATED AND STAKED BY A PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION.

vierbichner

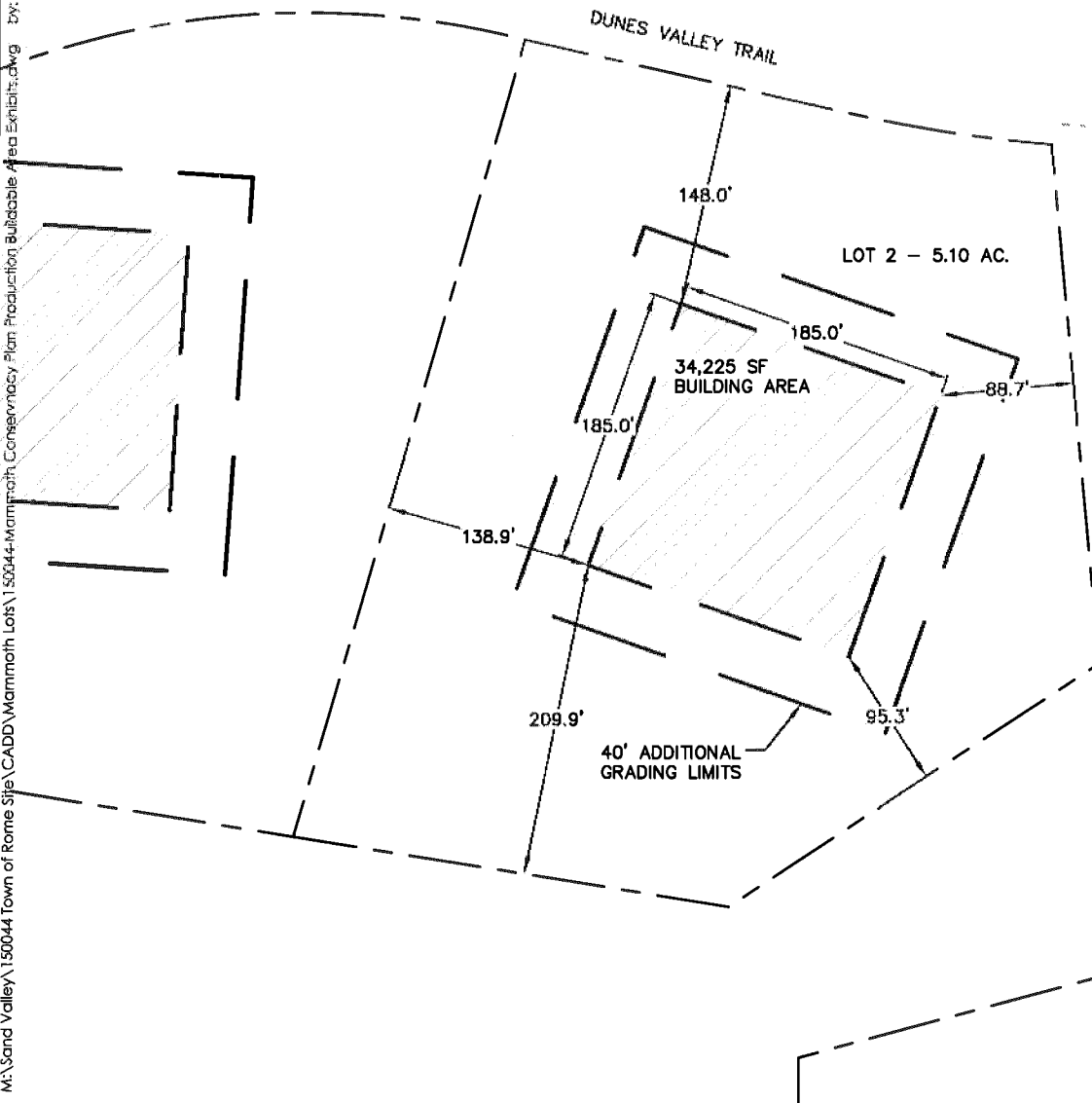
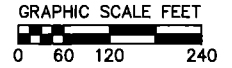
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LOT 1 BUILDING ENVELOPE
MAMMOTH RESIDENCES – EXHIBIT C
TOWN OF ROME
ADAMS COUNTY, WISCONSIN

DATE	11/29/2021	REV.	
DRAFTER	AGEH	SHEET	
CHECKED	JKAS	1	OF 7
PROJECT NO.	150044		



NOTE: LOT LINES AND BUILDING ENVELOPE EXTENTS MAY NOT BE PARALLEL. BUILDABLE AREA AND GRADING LIMITS ARE TO BE LOCATED AND STAKED BY A PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION.

vierbicher

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LOT 2 BUILDING ENVELOPE
MAMMOTH RESIDENCES – EXHIBIT C
TOWN OF ROME
ADAMS COUNTY, WISCONSIN

DATE	11/29/2021	REV.
DRAFTER	AGEH	SHEET
CHECKED	JKAS	2 OF 7
PROJECT NO.	150044	

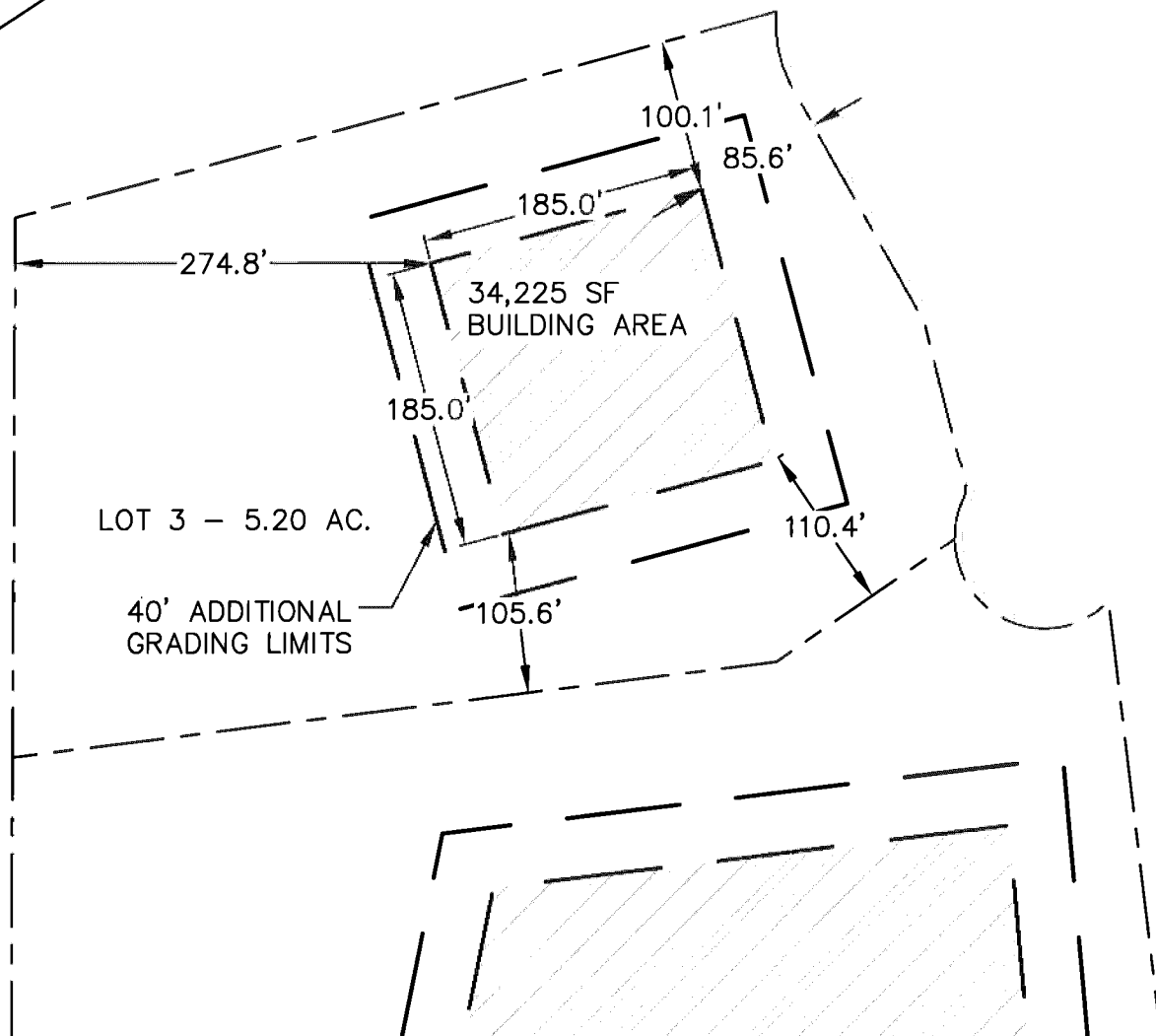
© Vierbicher Associates, Inc.

29 Nov 2021 - 3:33p Mt:\Sand Valley\150044 Town of Rome Site\CADD\Mammoth Conservancy Plan Production Buildable Area Exhibit C.dwg by: ageh



GRAPHIC SCALE FEET
0 60 120 240

DRIVEWAY B



NOTE: LOT LINES AND BUILDING ENVELOPE EXTENTS MAY NOT BE PARALLEL. BUILDABLE AREA AND GRADING LIMITS ARE TO BE LOCATED AND STAKED BY A PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION.

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LOT 3 BUILDING ENVELOPE
MAMMOTH RESIDENCES - EXHIBIT C
TOWN OF ROME
ADAMS COUNTY, WISCONSIN

DATE	11/29/2021	REV.
DRAWN BY	AGEH	SHEET
CHECKED	JKAS	3 OF 7
PROJECT NO.	150044	



GRAPHIC SCALE FEET
0 60 120 240

LOT 4 - 8.67 AC.

194,435 SF
BUILDING AREA

40' ADDITIONAL
GRADING LIMITS

DRIVEWAY B

125.0'

343.1'

84.0'

456.4'

99.9'

194.6'

100.0'

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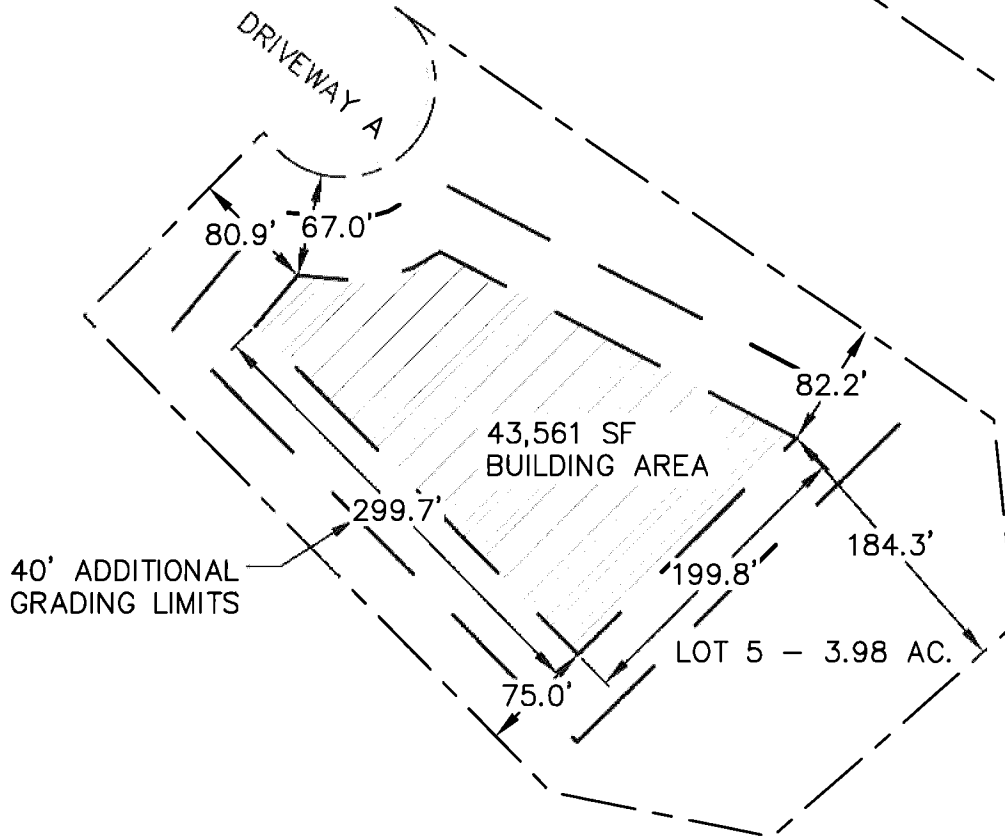
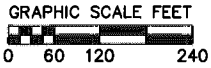
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LOT 4 BUILDING ENVELOPE
MAMMOTH RESIDENCES - EXHIBIT C
TOWN OF ROME
ADAMS COUNTY, WISCONSIN

DATE	11/29/2021	REV.
DRAFTER	AGEH	SHEET
CHECKED	JKAS	4 OF 7
PROJECT NO.	150044	



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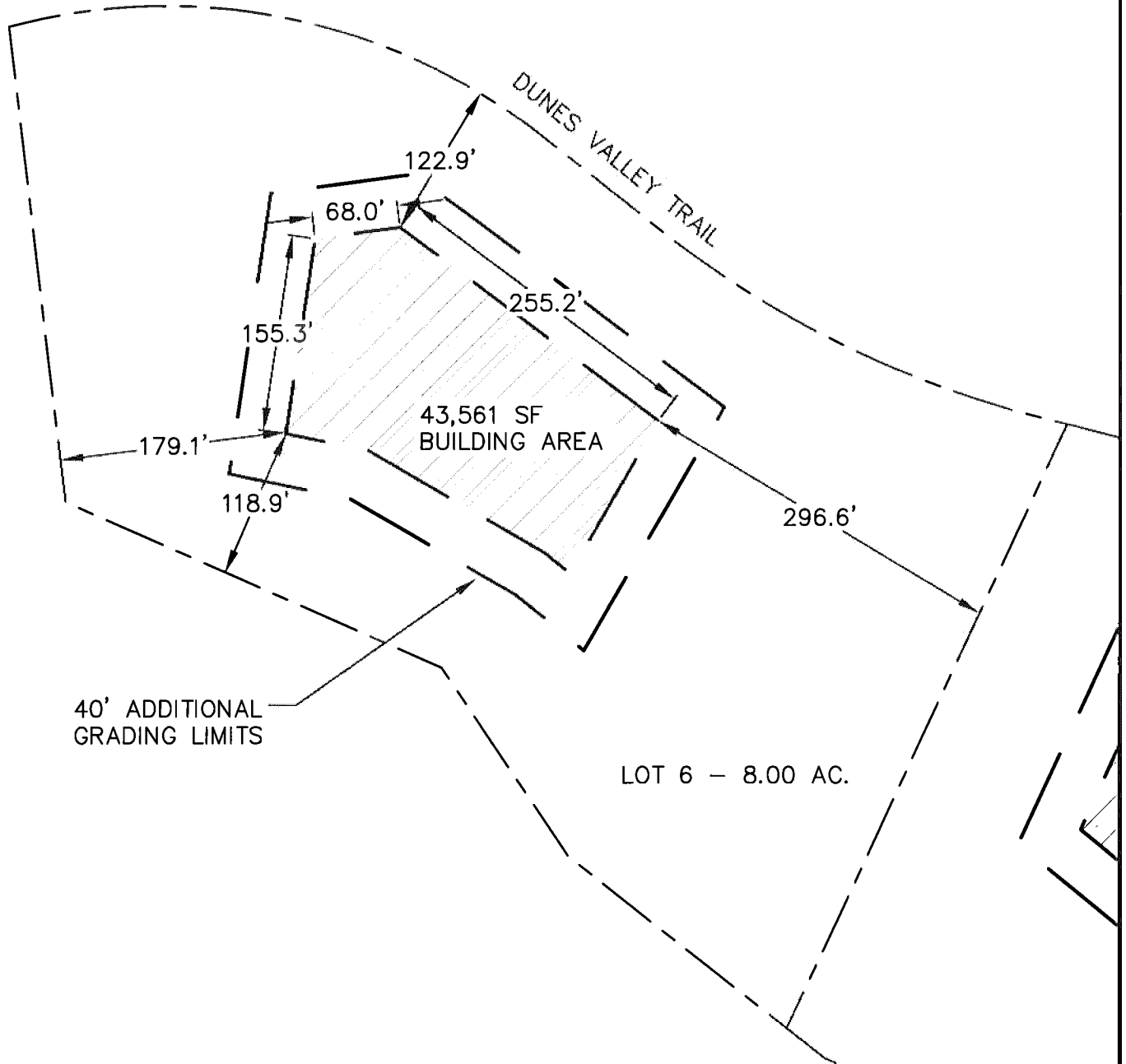
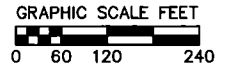
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LOT 5 BUILDING ENVELOPE
 MAMMOTH RESIDENCES - EXHIBIT C
 TOWN OF ROME
 ADAMS COUNTY, WISCONSIN

DATE	11/29/2021	REV.
DRAFTER	AGEH	SHEET
CHECKED	JKAS	5 OF 7
PROJECT NO.	150044	



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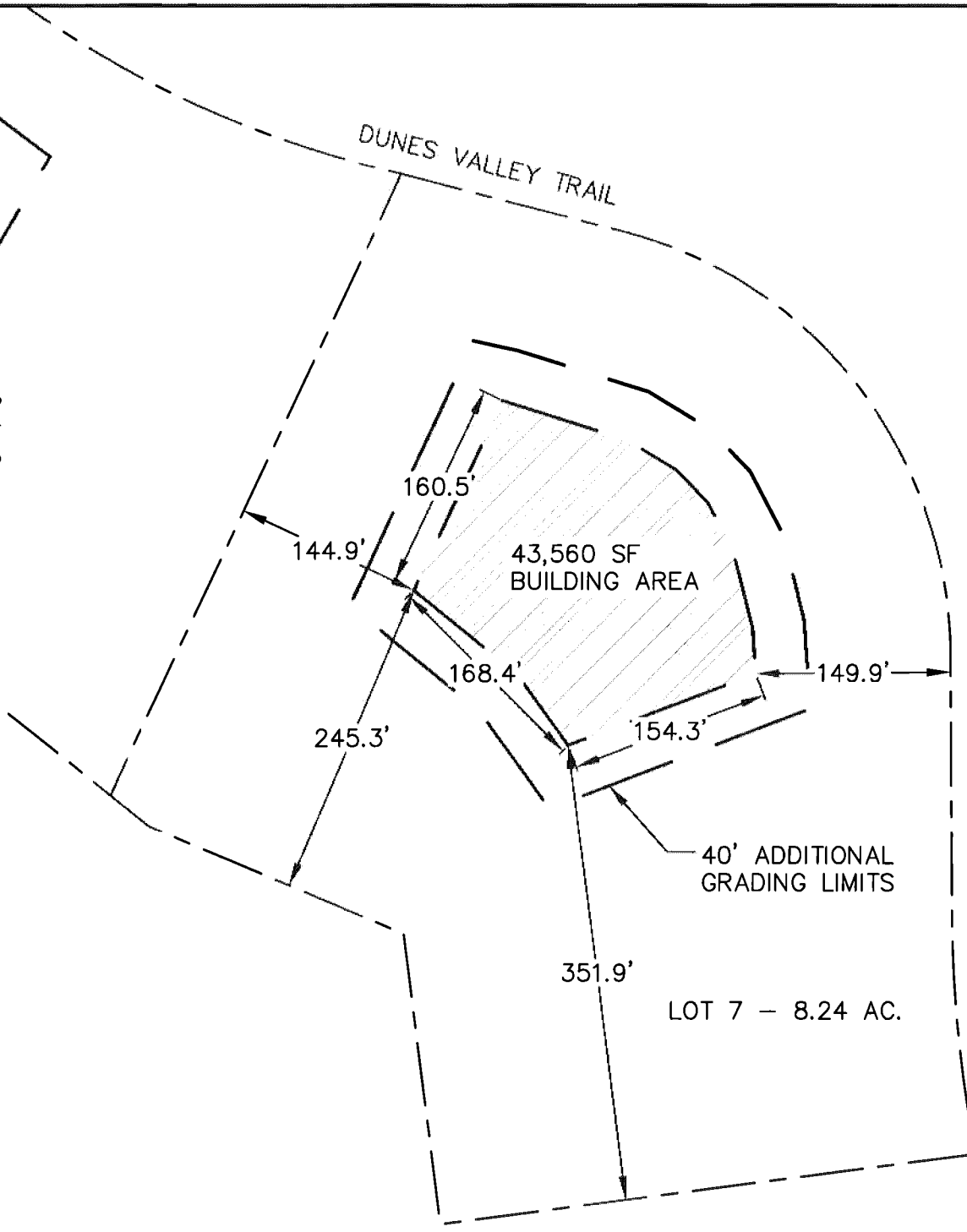
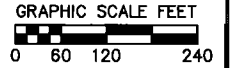
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LOT 6 BUILDING ENVELOPE
MAMMOTH CONSERVANCY - EXHIBIT C
TOWN OF ROME
ADAMS COUNTY, WISCONSIN

DATE	11/29/2021	REV.	
DRAFTER	AGEH	SHEET	
CHECKED	JKAS		
PROJECT NO.	150044		
			6 OF 7



NOTE: LOT LINES AND BUILDING ENVELOPE EXTENTS MAY NOT BE PARALLEL. BUILDABLE AREA AND GRADING LIMITS ARE TO BE LOCATED AND STAKED BY A PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION.

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LOT 7 BUILDING ENVELOPE
MAMMOTH RESIDENCES – EXHIBIT C
TOWN OF ROME
ADAMS COUNTY, WISCONSIN

DATE	11/29/2021	REV.	
DRAFTER	AGEH	SHEET	
CHECKED	JKAS		
PROJECT NO.	150044		
			7 OF 7