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REGISTER OF DEEDS

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**DECLARATION OF PROTECTIVE COVENANTS
FOR THE BERGAMONT**

000499

Return to:
Joan M. Bachleitner
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

See Exhibit A
Parcel Number

**DECLARATION OF PROTECTIVE COVENANTS
FOR THE BERGAMONT**

THIS DECLARATION is made this 6th day of October, 2003 by OREGON
LINCOLN PROPERTIES LIMITED PARTNERSHIP ("Developer").

RECITALS:

A. Developer now owns certain lands in the Village of Oregon, Dane County, Wisconsin (the "Village") which are legally described on Exhibit B attached hereto and made a part hereof (the "Lots").

B. Developer desires to subject the Lots to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the Lots, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

NOW, THEREFORE, Developer declares that the Lots and each Lot thereof shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall inure to the benefit of and encumber the Lots, and run with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

ARTICLE I

STATEMENT OF PURPOSE

1.01 General Purpose. The general purpose of this Declaration is to help assure that the Lots will become and remain an attractive community; to preserve and maintain the natural beauty of the Lots; to insure the most appropriate development and improvement of each Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Lots; and to encourage and secure the construction of attractive residential structures thereon.

1.02 Owner's Acknowledgement.

(a) All Owners are subject to the conditions, restrictions, covenants and reservations contained in this Declaration and are given notice that (a) their ability to use their privately owned property is limited thereby; and (b) Developer and/or the Association may add, delete, modify, create exceptions to, or amend the conditions, covenants and reservations in this Declaration as provided in Section 12.01 and 12.02 herein.

(b) All Owners are hereby notified that Developer intends to develop The Bergamont in accordance with a conceptual plan which the Village of Oregon has previously approved and which is attached hereto and incorporated herein as Exhibit C (the "Concept Plan"). The Concept Plan includes non-single-family residential development within The Bergamont, including the development of luxury condominiums and apartments, office buildings, senior housing and a golf course. A list of the contemplated uses and locations within The Bergamont is attached hereto and incorporated herein as Exhibit D. All Owners are further notified that a private airplane landing strip is located northwest of The Bergamont and

described on the plat for The Bergamont as the "Philip L. and Carol L. Peterson" property.

(c) Each Owner by acceptance of a deed acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by the conditions, restrictions, covenants and reservations in this Declaration and by the proposed development described in this Section 1.02 and that the conditions, restrictions, covenants and reservations contained in this Declaration may change from time to time.

ARTICLE II

DEFINITIONS

The following definition shall be applicable to this Declaration:

2.01 Association. The Bergamont Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.02 Committee. The Architectural Control Committee described in Section 3.01(a).

2.03 Common Areas. All real property owned by the Association for the common use and enjoyment of the Owners.

2.04 Declaration. This Declaration of Protective Covenants.

2.05 Developer. Oregon Lincoln Properties Limited Partnership, its successors and assigns.

2.06 Dwelling. The detached single-family dwelling referred to in Section 5.01.

2.07 Golf Course. The golf course referred to in Article X.

2.08 Golf Course Owner. The owner or owners of the fee simple interest in the Golf Course.

2.09 Lot. Any platted lot within the lands described on Exhibit B.

2.10 Owner. The person or persons, including any entity, having the power to convey the fee simple title to (or, in the case of a land contract, the purchaser's interest in) a Lot.

2.11 Register of Deeds. Office of Register of Deeds for Dane County, Wisconsin.

2.12 Village. The Village of Oregon, Wisconsin.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.01 Establishment, Duties, Membership.

(a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

(b) The Committee shall consist of no fewer than three (3) persons designated by Developer. All members of the Committee shall serve at Developer's pleasure until such time as Developer no longer owns any Lots within The Bergamont. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any Lots in The Bergamont, Developer and Committee members shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the directors of the Association shall elect the members and fill vacancies on the Committee. In the event of any vacancy, Developer shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. A member of the Committee may resign by submitting a written resignation to the address

to which submissions to the Committee are to be sent under Section 3.02. For the purpose of this Article, each Lot shall constitute a unit having a single vote.

3.02 Procedure. An Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, two complete sets of construction plans and specifications for all improvements, a plot plan showing the location of all contemplated improvements and the required review fee. The items submitted to the Committee shall include:

- (a) Complete construction details for all buildings, structures, fences, walls and other improvements;
- (b) All proposed facades of any building, including the style, color and location of eaves and windows;
- (c) Description of materials to be used in any building or improvement;
- (d) A detailed site plan showing the building footprint and driveway;
- (e) The color scheme of all improvements;
- (f) Detailed landscape plans and specifications, which shall show trees to be removed, existing trees, their species, size and location, and the size and location of proposed trees, shrubs, fences, berms, walls, patios, family gardens, proposed trees, bedding plantings, and other landscape materials; and
- (g) Such other materials as the Committee may deem necessary.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. A SUBMISSION WILL NOT BE COMPLETE AND WILL NOT BE REVIEWED BY THE COMMITTEE, AND THE THIRTY (30)-DAY APPROVAL TIME SET FORTH BELOW SHALL NOT COMMENCE, UNTIL ALL DOCUMENTS REQUIRED IN THIS SECTION 3.02 HAVE BEEN SUBMITTED. All such submissions shall be to Developer at its principal place of business (or, if Developer

ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 3.05. Developer shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least three of its members, may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members or by the Committee's authorized representative. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the owner of the Lot shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

3.03 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

- (a) are not in conformity with any of the restrictions set forth in this Declaration; or
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with buildings located on the surrounding Lots; or
- (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or

(e) are not in conformity with the general purposes of this Declaration.

3.04 Occupancy. No structure shall be occupied unless it has been approved by the Committee pursuant to Section 3.02 hereof, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefor.

3.05 Fees. The Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans, and the Committee may adjust such fee at any time. The initial fee will be One Hundred Twenty-Five Dollars (\$125.00) per plan.

3.06 Approval of Contractors. For each building erected or placed on any Lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Committee prior to commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

3.07 Liability of Committee. The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within The Bergamont.

3.08 Parade of Homes. While the Developer retains ownership of any Lots, the Developer reserves the right to submit some or all of said Lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said Lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration shall, as to the Lots enrolled in the Parade of Homes, for the limited period of time commencing forty-eight (48) hours prior to the commencement of the Parade of Homes and ending forty-eight (48) hours after the

conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in The Bergamont pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of Lots and their successors and assigns shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by the Developer, the Madison Area Builders Association, or any of the builders or participants in the Parade of Homes during the period of the Parade(s) as set forth above, and the closing of any public or private streets in the Parade of Homes area. All Lot Owners appoint the Developer as their attorney in fact to execute all necessary petitions, applications and consents to facilitate said street closings for the Parade of Homes.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

4.01 Front and Side Yard Requirements. All buildings or any parts thereof shall be built and located in conformance with the standards set forth in this Article IV. For purposes of this Article IV, the Lots shall be divided into two classes and shall be subject to separate architectural restrictions where herein specified. Class A Lots shall include Lots 166 through 174, inclusive, Lots 191 through 195, inclusive, and Lots 277 through 386, inclusive. Class B Lots shall include Lots 14 through 165, inclusive, Lots 175 through 190, inclusive, and Lots 196 through 203, inclusive.

(a) Class A Lots.

- | | | |
|-------|---------------------|--|
| (i) | Minimum Frontage: | 60 feet; corner lots shall have an extra width of 10 feet |
| (ii) | Minimum Front Yard: | 35 feet |
| (iii) | Minimum Side Yard: | 10 feet each, 20 feet in combination; if a garage entrance is located on the side yard abutting a street, it shall have a minimum side yard of not less than 20 feet |

- (iv) Minimum Rear Yard: 40 feet
 - (v) Maximum Lot coverage: 30%
- (b) Class B Lots.
- (i) Minimum Frontage: 60 feet; corner lots shall have an extra width of 10 feet
 - (ii) Minimum Front Yard: 35 feet
 - (iii) Minimum Side Yard: 10 feet each, 20 feet in combination except that a side yard that abuts a street shall not be less than 11 feet in width; if a garage entrance is located on the side yard abutting a street, it shall have a minimum side yard of not less than 20 feet
 - (iv) Minimum Rear Yard: 40 feet
 - (v) Maximum Lot coverage: 30%

4.02 Floor Area Minimums. Each Dwelling constructed on a Lot shall have a minimum of the following floor area of finished living space:

- (a) Class A Lots.
 - (i) Single-story houses shall have not less than two thousand (2,000) square feet of finished area.
 - (ii) Raised ranch (upper level only), bi-level and tri-level houses shall have not less than a combined total of two thousand (2,000) square feet of finished area on the main level and upper level.

(iii) Two-story houses shall have not less than a combined total of two thousand six hundred (2,600) square feet of finished area on both floors.

(iv) Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area.

(v) The main level is defined as the level that is totally above the finished grade of the Lot.

(b) Class B Lots.

(i) Single-story houses shall have not less than one thousand eight hundred (1,800) square feet of finished area.

(ii) Raised ranch (upper level only), bi-level and tri-level houses shall have not less than a combined total of one thousand seven hundred fifty (1,750) square feet of finished area on the main level and upper level.

(iii) Two-story houses shall have not less than a combined total of two thousand (2,000) square feet of finished area on both floors.

(iv) Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area.

(v) The main level is defined as the level that is totally above the finished grade of the Lot.

4.03 Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Lots:

(a) All chimneys and flues shall be fully enclosed.

- (b) Aluminum and vinyl siding shall be limited.
- (c) No plywood siding shall be allowed.
- (d) All fascia shall be at least ten inches in width.
- (e) All roofing shall be of laminated architectural grade textured fiberglass, asphalt shingles, wood shakes, or other acceptable material. No standard 3 in 1 shingles shall be allowed.
- (f) Developer may require that a significant portion of the front elevation of each Dwelling be brick, stucco or other masonry material.

It is the intent of Developer to coordinate trim, siding and roofing colors to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Lots.

4.04 Building Elevations. All elevations of the Dwelling shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the Dwelling. The Committee shall be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible with neighboring structures, that would not harmonize with the natural surroundings or that would violate any of the standards set forth in Section 3.03.

4.05 Building Location. All Dwellings shall be sited on the Lot to present their most desirable face to the street and where possible should be related to Dwellings on adjoining Lots. The Committee may check sight lines based on proposed Dwelling location to minimize the Dwelling's obstruction of views from neighboring Lots.

4.06 Utilities. All utilities serving any building or site shall be underground. No buildings, other improvements or trees shall be erected, placed or planted within any utility easement.

4.07 Fencing. Only invisible fences and fences of a style and quality pre-selected by Developer shall be allowed. The prior written consent of the Golf

Course Owner is required if the proposed fence is to be erected on a Lot which is adjacent to or abuts the Golf Course.

4.08 Mailboxes and Exterior Yard Lights. Developer shall provide to each Dwelling a mailbox, newspaper tube, and post to be installed by the builder on the Lot in accordance with the United States Post Office Department regulations and Village Code. Each Owner at his or her expense shall install a post light or comparable lighting approved by the Committee for the front yard. Each light shall use only a direct wire and shall be controlled by a photo cell. Each Owner shall be responsible for the maintenance of the fixture.

4.09 Garages; Use of Outbuildings. All garages shall be attached to the Dwelling, shall have space for no fewer than two cars and shall have no more than three garage doors. Side entry garages shall be constructed when possible. Side entry garages shall be required on all Lots that have a width of one hundred ten (110) feet or greater. No trailer, basement, tent, treehouse, shack, detached garage, barn or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

4.10 Landscaping. The following guidelines shall be followed for each Lot:

(a) Landscape plans shall be developed to enhance the ambience of each Lot. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Lot.

(b) The front and rear yards on each Lot shall be sodded unless an underground automatic irrigation system is installed, in which case the entire yard may be seeded.

(c) The front yard of each Lot shall include at least one six-foot conifer tree and at least one 1 ¼ inch caliper deciduous tree.

(d) All plantings required to be placed upon the Lot shall be planted within thirty days of occupancy of the Dwelling or upon completion of construction, whichever comes first, except that sodding, seeding, and

planting new vegetation shall not be required during any period in which winter weather conditions restrict the ability to complete the planting.

(e) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

(f) No Owner shall grade or obstruct any swale or drainage way (whether in an easement or not) which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots. Any modification to drainage patterns shall be approved by the Committee and the Village Engineer.

(g) Each Lot shall, within one growing season of the issuance of a certificate of occupancy for the Dwelling located thereon, be improved with all landscaping that was set forth in the landscaping plan approved by the Committee under Section 3.02.

(h) Loud machinery used for landscaping or maintenance shall not be operated after 6:30 p.m. during any day of the week.

4.11 Construction Deadline. Each residential structure erected shall have its entire external construction completed within twelve (12) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God. If construction does not commence within twenty-four (24) months of purchasing the Lot, Developer shall then have the right to buy back that Lot from the Owner for the price originally paid by the Owner to Developer for the Lot.

4.12 Driveways. All driveways from the garage to the private street shall be paved with concrete (cement) or other material approved by the Committee which has an equivalent quality and decorative appearance within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Owner's ability to complete such construction. All driveways shall have sufficient space to allow for parking of no fewer than two (2) cars.

4.13 Variations. The Committee is authorized in its sole discretion to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration.

4.14 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, with notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

4.15 Stormwater Runoff from Roof. Each Dwelling shall be constructed in a manner such that all stormwater runoff from the roof thereof shall be directed toward an absorbant, pervious surface. Stormwater from roof runoff may not be directly channelled into a driveway, street or into a stormwater drainage system.

ARTICLE V

USE RESTRICTIONS

5.01 Single-Family Residences. Each Lot shall be used for single-family residential purposes, provided, however, that Developer may use one or more Lots as a sales office and/or model home for purposes of marketing the Lots and Dwellings. A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. No structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one detached single-family dwelling, not to exceed two stories in height, and a private garage attached to said dwelling for not less than two cars, nor more than four cars (each, a "Dwelling"). No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit an Owner from:

- (a) maintaining his or her personal professional library in his or her Dwelling;

(b) keeping his or her personal business or professional records or accounts in his or her Dwelling;

(c) handling his or her personal or business records or accounts in his or her Dwelling; or

(d) handling his or her personal business or professional telephone calls or correspondence from his or her Dwelling.

Nothing in this Section 5.01 shall authorize the maintaining of an office (other than Developer's sales office as described above) at which customers or clients customarily call and the same is prohibited.

5.02 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the Lot for sale during the hours of open house showings only, or signs provided and allowed exclusively by Developer for builders or licensed real estate brokers during the initial construction and sales periods. Developer reserves the right to erect signs or other entryway features surrounded with landscaping at the entrances to the Lots and to erect appropriate signage for the sales of Lots.

5.03 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers.

5.04 Storage and Parking. Outdoor storage of vehicles, boats, or any other personal property is prohibited. The parking of service vehicles owned or operated by the Lot Owners and their families is prohibited unless they are kept in garages. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. On-street parking on a temporary basis for Owners' visitors and guests is allowed, subject to reasonable rules and regulations that the Association may adopt from time to time. No exterior antennas, windmills or satellite dishes shall be erected on any structure or Lot without the prior written approval of the Committee. No firewood or wood pile shall be kept outside a Dwelling unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view and Golf Course view by plantings or a fence approved by the Committee. Nothing set forth in this Section 5.04 shall prohibit temporary storage of moving vehicles for the purpose of loading or

unloading for a period of no more than eight (8) hours. No cars or other equipment may be parked on any yard at any time.

5.05 Outside Clothes Lines. Clothes line poles shall not be permitted on any Lot and no laundry or wash shall be dried or hung outside any Owner's Dwelling.

5.06 Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to plans previously approved by the Committee under Section 3.02.

5.07 Pets and Animals. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee.

5.08 Easements for Golf Course.

(a) Lots 166 through 174, inclusive, 277 through 294, inclusive, and 372 through 386, inclusive, are burdened with an easement permitting golf balls unintentionally to come upon such Lot and for golfers at reasonable times and in a reasonable manner to come upon the Lot or the exterior portions of the Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled pursuant to Section 4.07 herein, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: Developer or its successors; the Association or its Members (in their capacity as such); successors-in-title to the Golf Course, or assigns; any successor Developer; any builder or contractor (in their capacities as such); any officer, director or partner of the foregoing, or any officer or director of any partner.

(b) The Golf Course Owner, its respective agents, successors and assigns, shall at all times have a right and non-exclusive easement of access

and use over those portions of the Lots reasonably necessary to the operation, maintenance, repair and replacement of the respective Golf Course.

(c) The Lots immediately adjacent to the Golf Course are hereby burdened with a non-exclusive easement in favor of the Golf Course for overspray of water from any irrigation system serving the Golf Course. Under no circumstances shall the Association or the Golf Course Owner be liable for any damage or injury resulting from such overspray or the exercise of this easement.

(d) Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from pesticides or other materials used for maintenance of the Golf Course: Developer or its successors; the Association or its Members (in their capacity as such); successors-in-title to the Golf Course, or assigns; any successor Developer; any builder or contractor (in their capacities as such); any officer, director or partner of the foregoing, or any officer or director of any partner.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.01 Members. Every Owner in fee simple of a Lot shall automatically be deemed to be a member of The Bergamont Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (which together with its successors and assigns is referred to herein as the "Association"). The Association shall be governed in accordance with the Association's articles of incorporation and bylaws. Land contract vendees and not land contract vendors shall be members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

6.02 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners of Lots, with the exception of Developer. Class A members shall be entitled to one vote

for each such Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B members shall be Developer. The Class B member shall be entitled to two (2) votes for each Lot owned. The Class B membership shall terminate and be converted to Class A membership upon the thirtieth (30th) anniversary of the date this Declaration is recorded.

ARTICLE VII

COMMON AREAS

The Association shall be responsible for managing the Common Areas in accordance with this Declaration. The Association may acquire (by gift, purchase or otherwise) and improve additional real property as and for the Common Area upon approval by the Class B member and by a two-thirds majority of the Class A members who are voting in person or by proxy at a meeting of the Association duly called for this purpose.

ARTICLE VIII

DIVISION OF LOTS BY OWNERS

No Lot shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the Lots.

ARTICLE IX

CHARGES AND ASSESSMENTS

9.01 General Annual Charge. All Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, for the

purpose of defraying the costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions, for maintaining, landscaping and otherwise improving the Common Areas (including the Tennis Courts and the Swimming Pool if they become Common Areas as described in Article XI), for a separate reserve fund for future improvements and/or replacements, and for paying debt service in connection with the acquisition, construction or financing of the Tennis Courts and the Swimming Pool. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required for the ensuing calendar year (including interest costs). The amount of the charge to be levied against each Lot shall be equal to the total charges times a fraction, the numerator of which shall be 1 and the denominator of which shall be the total number of Lots. Such charges shall be paid annually to the Association on or before March 1 of each year.

9.02 Special Charges. All Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Section 9.01 for which the general annual charges are inadequate or to remedy any violation of any Owner of the terms of this Declaration. Special charges may be assessed against all Lots in the manner provided for in Section 9.01 or, in the event such expenses arise from an Owner's violation of the terms provided in this Declaration, the Association may levy special charges in the amount of such expenses on the Lot of the Owner who commits the violation.

9.03 Collection. The right to collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date of Fifteen Percent (15%) per annum until paid in full. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges and the enforcements of liens therefor. Any liens securing unpaid charges arising by virtue of this Article IX shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall present or impede the collection of lawful charges, taxes or similar charges by the Village. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real

estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wisconsin Statutes, to the extent said section is applicable. The Association shall, upon the written request of an owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, reasonable attorneys' fees, title charges, court costs and other costs incurred shall be added to and become a part of such charge.

ARTICLE X

GOLF COURSE

10.01 Ownership and Operation of Golf Course. As provided in Exhibits C and D, Developer intends to include a golf course as part of The Bergamont development (the "Golf Course"). All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Developer or any other person with regard to the continuing existence, ownership or operation of the Golf Course, if any, and no purported representation in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by Developer. Further, the ownership and/or operation of the Golf Course, if any, may change at any time and from time to time by virtue of, but without limitation: (a) the sale to or assumption of operations of the Golf Course by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the Golf Course to an "equity" club or similar arrangement whereby the Golf Course or the rights to operate it are transferred to an entity which is owned or controlled by its members; or (c) the transfer of ownership or control of the Golf Course to one or more affiliates, shareholders, employees or independent contractors of Developer. No consent of the Association or any Owner shall be required to effectuate such transfer or conversion.

10.02 Right to Use. Neither membership in the Association nor ownership of a Lot shall confer any ownership interest in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the Golf Course Owner. The Golf Course Owner shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Golf Course, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and

number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

10.03 View Impairment. Neither Developer, the Association or the Golf Course Owner guarantees or represents that any view over and across the Golf Course from adjacent Lots will be preserved without impairment. The Golf Course Owner, if any, shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the Golf Course Owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air and are hereby expressly disclaimed.

ARTICLE XI

TENNIS COURTS AND SWIMMING POOL

11.01 Ownership and Operation of Tennis Courts and Swimming Pool. As provided in Exhibit C, Developer may include tennis courts and a swimming pool as part of The Bergamont development (the "Tennis Courts" and the "Swimming Pool," respectively). All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Developer or any other person with regard to the construction, continuing existence, ownership or operation of the Tennis Courts or the Swimming Pool, if any, and no purported representation in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by Developer. Further, the ownership and/or operation of the Tennis Courts and the Swimming Pool, if any, may change at any time and from time to time.

11.02 Right to Use. In the event Developer conveys its fee simple ownership of the Tennis Courts and the Swimming Pool to the Association, then the Tennis Courts and the Swimming Pool would become Common Areas, and membership in the Association would confer a conditional right to use the Tennis Courts and the Swimming Pool. Such rights to use the Tennis Courts and the Swimming Pool will be granted on such terms and conditions as may be

determined from time to time by the Association. The Association shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Tennis Courts and the Swimming Pool, including, without limitation, eligibility for and duration of use rights, categories of use, extent of use privileges and fees or assessments associated with such use, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms and conditions adopted by the Association.

ARTICLE XII

MISCELLANEOUS

12.01 Term and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot, or through Developer for a period of thirty (30) years from the date this Declaration is initially recorded. Until all of the Lots in The Bergamont have been sold by Developer and except as provided in Article X and Section 12.02, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the Owners of at least Sixty Percent (60%) of the Lots subject to this Declaration. Thereafter until the termination of this Declaration, this Declaration may be amended by the recording of an instrument executed by the Owners of at least Sixty Percent (60%) of the Lots subject hereto. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least Sixty Percent (60%) of the Lots subject hereto has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any entity, having the power to convey the fee simple title to (or, in the case of a land contract, the purchaser's interest in) a given Lot shall constitute a unit having a single vote.

12.02 Limitations on Amendments. In recognition of the fact that Sections 4.07, 5.04, 5.05, 5.06, 5.08 and Article X are for the benefit of the owner of the Golf Course, no amendment to the foregoing provisions may be made without the written approval of the Golf Course Owner.

12.03 Enforcement. Developer, the Association, any Owner and, where applicable, the Golf Course Owner, shall have the right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both. Nothing herein shall be deemed to limit the rights of the Village to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.

12.04 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

12.05 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot.

12.06 Attorneys' Fees. If any suit or action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

[Signature Pages Follow]

EXHIBIT A

Parcel Numbers

165-0509-112-2114-1	165-0509-112-4302-1	165-0509-112-4680-1
165-0509-112-2125-1	165-0509-112-4313-1	165-0509-112-4691-1
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165-0509-104-0602-1	

000527

EXHIBIT B

Lots 14 through 203, inclusive, and Lots 277 through 386, inclusive,
The Bergamont

000528

EXHIBIT B

Lots 14 through 203, inclusive, and Lots 277 through 386, inclusive,
The Bergamont

000529

EXHIBIT C

[Concept Plan]