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DOCUMENT NO.

The Glen at Wanaki
Village of Menomonee Falls
Declaration of Restrictions and Covenants
DOCUMENT TITLE

LEGAL DESCRIPTION OF THE GLEN AT WANAKI SUBDIVISION

Part of Parcels A, B, and C of CSM 1362 and a part of the SW ¼, SE ¼, and NE ¼ of the SW ¼, Section 31, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the South ¼ Corner of said Section 31; thence South 88°49'49" West on the South line of said SW ¼ a distance of 627.00 feet; thence North 00°36'02" East, 33.00 feet to the Point of Beginning of the hereinafter described lands; thence South 88°49'49" West, 927.00 feet; thence North 00°22'55" West, 1007.96 feet to the SW Corners of Parcel A, CSM 1362; thence North 00°16'16" West along the West Line of said Parcel A, 190.02 feet; thence North 88°49'44" East, 466.53 feet; thence North 00°16'16" West along the East Line of Parcel C, CSM 1362 a distance of 335.80 feet; thence South 77°59'46" East along the South Right of Way Line of Lisbon Road/C.T.H. K a distance of 314.91 feet to the NW Corner of CSM 286; thence South 00°36'31" East along the West Line of CSM 286 a distance of 314.69 feet; thence North 89°22'00" East along the South Line of CSM 286 a distance of 146.21 feet to the West Line of Lot 1, CSM 10817; thence South 00°36'02" East along the West Line of CSM 10817 a distance of 1145.87 feet to the Point of Beginning.

END OF DESCRIPTION.

4750430

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

December 28, 2023 03:15 PM
James R Behrend
Register of Deeds

21 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



THIS SPACE FOR RECORDING DATA

RETURN TO: **THE GLEN AT WANAKI LLC**
N63 W23849 Main Street
Sussex, Wisconsin 53089

MNFV0123995006

PARCEL IDENTIFICATION NUMBER

THE GLEN AT WANAKI

Village of Menomonee Falls, Waukesha County, Wisconsin

November 6, 2023

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, THE GLEN AT WANAKI LLC with offices located at N63 W23849 Main Street, Sussex, Wisconsin 53089, owns all of the Lots in The Glen at Wanaki, Village of Menomonee Falls, Waukesha County, Wisconsin and

WHEREAS, THE GLEN AT WANAKI LLC intending to establish a general plan for the use, occupancy and enjoyment of the Subdivision, desires to subject all the Lots within the Subdivision, each Lot of the same hereinafter referred to as a "Lot", to certain restrictions and covenants;

NOW THEREFORE, LET IT BE KNOWN that each and every person, party or entity hereafter purchasing or owning or in any way taking possession of any Lot in the Subdivision, shall do so subject to the following restrictions and covenants, to wit:

1. DEFINITION OF TERMS

1.1 "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping group, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption, or marriage.

1.2 "Architectural Control Committee" (ACC) shall mean the committee referred to in article 6.

1.3 "Lot" shall mean a lot in the Subdivision as numbered on the Plat as Lots 1 – 52 platted for residential development.

1.4 "Outlot" shall mean a parcel designated as an outlot on the Subdivision plat or CSM, which, by reason of such designation, is not platted as a dwelling site.

1.5 "Dwelling" shall mean that primary dwelling on a Lot to be occupied by a single family.

1.6 "HOA", or "The Glen at Wanaki Homeowners Association, Inc." shall mean that Wisconsin non-stock corporation responsible for certain duties relating to the maintenance, administration and operation of the Subdivision as may be referred to herein or in its bylaws (the "HOA").

1.7 "Common Areas" are those areas identified or located on the Plat, including the Outlots, and set aside either as communal areas, open space, or drainage areas for storm water management purposes or other common purpose ("Storm Water Management Areas").

1.8 "Common Improvements" consist of the following, which may be located in Common Areas or may be located in private streets, individual Lots, or Outlots: all monuments/signs on the property generally identifying the Subdivision, the Clubhouse, pool, pickleball and bocce ball courts and all furniture and equipment located thereon, fencing, lighting, landscape features, walking trails, drainage ways and easements, Storm Water Management Areas or other improvements made by the HOA in the Common Areas or elsewhere.

1.9 "Common Expenses" shall mean those expenses incurred by the HOA in connection with maintaining Common Improvements. Common Expenses may, however, be specially allocated to the extent that the Common Improvements are limited as herein provided. For example, if landscape improvements located on a particular lot needs to be replaced, those costs shall be specially allocated to that individual lot owner.

1.10 "The Glen at Wanaki LLC " shall mean the Developer ("GAW").

1.11 "Owner" shall mean and refer to the Person who holds legal title to a Lot and/or Home, or the holder of an equitable interest as a land contract vendee, but excluding any Mortgagee before such Mortgagee takes title to a Lot or Home by foreclosure or process in lieu thereof.

1.12 "Developer" shall mean and refer to **The Glen at Wanaki LLC** and its successors and assigns.

1.13 "Mortgage" shall mean any recorded mortgage, land contract or other security instrument by which a Lot or any part thereof is encumbered.

1.14 "Mortgagee" shall mean the holder of any Mortgage or any land contract vendor.

1.15 "Rule and Regulations" means the Rules and Regulations of the HOA, and as amended from time to time.

1.16 "Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the HOA to be due with respect to a Lot for Common Expenses and other charges.

2. PROPERTY SUBJECT TO THIS DECLARATION

The following property shall be subject to this Declaration:

Part of Parcels A, B, and C of CSM 1362 and a part of the SW ¼, SE ¼, and NE ¼ of the SW ¼, Section 31, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the South ¼ Corner of said Section 31; thence South 88°49'49" West on the South line of said SW ¼ a distance of 627.00 feet; thence North 00°36'02" East, 33.00 feet to the Point of Beginning of the hereinafter described lands; thence South 88°49'49" West, 927.00 feet; thence North 00°22'55" West, 1007.96 feet to the SW Corners of Parcel A, CSM 1362; thence North 00°16'16" West along the West Line of said Parcel A, 190.02 feet; thence North 88°49'44" East, 466.53 feet; thence North 00°16'16" West along the East Line of Parcel C, CSM 1362 a distance of 335.80 feet; thence South 77°59'46" East along the South Right of Way Line of Lisbon Road/C.T.H. K a distance of 314.91 feet to the NW Corner of CSM 286; thence South 00°36'31" East along the West Line of CSM 286 a distance of 314.69 feet; thence North 89°22'00" East along the South Line of CSM 286 a distance of 146.21 feet to the West Line of Lot 1, CSM 10817; thence South 00°36'02" East along the West Line of CSM 10817 a distance of 1145.87 feet to the Point of Beginning.

Each owner of a lot in the Subdivision shall be liable for a one-fifty-second (1/52) share of any and all costs associated to maintenance, repair and administer of all outlots or Common Improvements of the Subdivision ("Percentage Interest"). Deeds for the conveyance of Lots shall include a statement that such Lot includes a fractional liability of the Outlots and Common Improvements as provided in this Declaration.

3. GENERAL PURPOSE

3.1 The general purpose of this Declaration is to assure that the Subdivision will become and remain an attractive community and toward that end to preserve and maintain the natural beauty and the natural plant life and wildlife habitat of certain open spaces and recreational areas within and in the vicinity of the Subdivision; to insure the best use and the most appropriate development and improvement of each Lot; to protect the owners of Lots against such use of surrounding Lots as will detract from the value of their Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of the Subdivision consistent with the purposes for which it is platted;

to encourage and secure the erection of attractive Dwellings thereon, with appropriate locations thereof on Lots; and to secure and maintain proper spatial relationship of structures and Lot lines.

4. LOT USE AND DWELLING TYPES

4.1 Lot Use: Each Lot shall only be used for construction of a single-family residence with approved **The Glen at Wanaki LLC** Architectural Control Committee (ACC), see article 6. Accessory buildings/structures, such as attached garages, swimming pools, sheds, fences, garages and similar improvements must also meet Village of Menomonee Falls code requirements and Plan Commission approval. Individual swimming pools must be approved by the ACC prior to installation and pool heaters; filters, etc. must comply with the Village of Menomonee Falls wiring codes.

4.2 Structures: No structure of any kind shall be constructed, altered, placed, maintained or permitted upon any Lot except one (1) newly constructed, private, permanent, single-family dwelling designed for [and limited to] occupancy of only a single-family group, not exceeding two (2) stories in height from the determined final Lot grade at highest point of dwelling's foundation. Nor may the dwelling be more than three (3) stories in height, where one (1) floor elevation is set below the determined final Lot grade at the dwelling foundation. In addition, detached structures are permitted as per 4.5 following.

4.3 Exterior Alterations: Any dwelling previously approved for construction on any Lot may be altered and/or the exterior remodeled, only upon approval of such changes by the ACC. In the event of catastrophic loss, permission is herewith granted to rebuild in accordance with the original approved design, without the need for obtaining approval of the ACC.

4.4 Attached Garage Required: Each residence shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of four hundred forty (440) square feet. The exterior surfaces of this garage shall be consistent and harmonious with the exterior materials placed upon the dwelling.

4.5 Detached Structures Permitted: Detached buildings are permitted with the approval of the ACC and the Village of Menomonee Falls. Sheds must substantially conform in appearance to the style of the home with regard to siding, colors, roof pitch, windows and doors. Sheds shall be no larger than one hundred fifty (150) square feet.

4.6 Fencing: Residential fences, other than electrical underground pet fencing, are not permitted without Architectural Committee & Village approval.

4.7 Signs: Signs of any size or type are not permitted, except signs placed upon the Lot promoting the sale of the Lot or contractor's signs posted during the term of construction and then such permitted signs shall not exceed eight (8) square feet in size. **The Glen at Wanaki LLC** may, however, erect one or more temporary development signs that do not exceed thirty-two (32) square feet in area and meets all other Village of Menomonee Falls requirements, until **The Glen at Wanaki LLC** no longer owns any Lots in the subdivision. Further, signs must meet Village Codes.

4.8 Dwelling Design: Each dwelling shall be designed by **The Glen at Wanaki LLC** and/or assigns and its respective architectural firms.

4.9 Minimum Dwelling Living Area: The Minimum floor area of each dwelling shall be no less than the following schedule, with all measurements taken from exterior walls.

One Story Dwelling	1,500 square feet
One and One-Half Story Dwelling	1,800 square feet total
Two Story Dwelling	2,200 square feet total

Note: Other Village of Menomonee Falls zoning restrictions may apply.

4.10 Bathrooms: Each dwelling shall contain a minimum of two (2) bathrooms.

4.11 Grading: Grading on Lots in the subdivision must be completed substantially in compliance with the master grading plan on file with the Village of Menomonee Falls. Deviations from the grading plan must be approved by the ACC and Village of Menomonee Falls Engineer. The Village of Menomonee Falls Engineer may only approve deviations based on grading plans encompassing the general area, not just one Lot.

4.12 Exterior Dwelling Materials: The exterior building materials of each home must consist of natural materials (brick, stone, wood), cement board siding. Aluminum soffit and fascia are allowed. Roof shingles shall be dimensional design asphalt or wood cedar shake. Use of other materials is subject to approval of the ACC.

4.13 Minimum Dwelling Setback: The minimum front setback of any dwelling or structure shall be twenty five (25) feet. The minimum side yard setback shall be twelve and one half (12.5) feet. Each dwelling shall have a minimum rear yard setback of twenty five (25) feet. All setbacks must be verified with the Village for compliance with Village ordinances prior to submitting plans to the ACC for review. Corner lots and side setbacks may vary – in these cases ACC may provide such variance guidance as needed. Governmental approval does not mean the ACC must also approve, and the ACC may decline to approve a variation irrespective of the granting of a governmental variance.

4.14 Utilities: Electric, telephone and cable television services shall be provided to each home by the installation of underground lines.

4.15 Street & Home Lighting: In lieu of public streetlights, there shall be installed in a location designated by the Developer at the time of construction of a residence home on the lot an outdoor electric lamppost with photoelectric controls with no override switch. The uniform design of the lamppost shall be subject to the approval by the Developer. The lamppost shall be maintained by the lot Owner in proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by the HOA, and the cost of such maintenance shall be an assessment against the lot Owner, payable within ten (10) days after the date of the assessment.

4.16 Mailbox/Newspaper Box – The design and location of each mail box/newspaper box shall be subject to the approval of the Developer and the USPS. A cluster may be required by the Postal Service.

4.17 Improvements/Owner Maintenance

1. No home, outbuildings or other structures will be permitted on a Lot except the following exclusive list of permitted improvements, which are subject to the Guidelines and require ACC's prior written approval:

- (a) A dwelling.
- (b) Deck structures constructed of wood or metal. Developer may, in its sole discretion, approve the use of artificial wood or composite products on decks.
- (c) Gazebos.
- (d) In-ground swimming pools. Above-ground swimming pools are not permitted.
- (e) Pool Houses, not to exceed 280 square feet in area. All swimming pool related pump, heater, filter and other equipment must be concealed in an enclosure located next to the dwelling or Pool House to minimize the noise and visibility to neighboring properties. A different location for such pool equipment (with proper screening) may be allowed in special circumstances with ACC's prior written approval.
- (f) Electric underground pet fences.
- (g) Retaining walls and decorative walls
 - 1) Constructed of natural stone, or
 - 2) Constructed of natural stone or certain artificial modular stone products having so-called "tumbled stone" effect and variations in the dimensions of the stone as approved by the ACC.
- (h) Berms.
- (i) Children's outdoor playground equipment and play structures.
- (j) Dog kennels or houses are not permitted.

2. There shall be no outside parking or storage of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles or items deemed to be unsightly by either the ACC or the HOA.

3. The design and location of each mailbox/newspaper box shall be uniform throughout and installed in the location designated by the postmaster.

4. Each Owner shall perform such periodic maintenance of the Owner's lot, including the adjoining private street area up to the edge of the road pavement, as may be necessary to keep the lot neat and clean in appearance, including, without limitation, the removal of debris.

4.18 The Glen at Wanaki Guidelines for Plan Approval and Long-Term Replacements or Alteration.

Developer or the ACC as successor, may establish from time to time Guidelines for Plan Approval. In furtherance of its goals for the development of a high quality residential community, the GAW adopts the following Guidelines, which it may amend or revise at its own discretion:

1. Windows: Shutters, window casings, window grids and other trim features that are used on the front of the residence and garage must also be used on appropriate windows on the sides and rear. In non-masonry openings casings of at least four inches in width must be used on all windows without shutters, attic vents and on all doors. Developer will require the placement of windows or other design features in walls that would otherwise be blank or without architectural feature. (Chimneys, bays, or other projections on a wall are not, by themselves, an architectural feature.) Developer may require grids or muntin bars in all windows. An attractive, balanced exterior design will usually take precedence over concerns about furniture arrangement. Windows may be vinyl or aluminum clad.

2. Doors: Garage and service doors may be wood, steel or fiberglass and must have a raised panel or other decorative design.

3. Masonry: There is no minimum brick or stone requirement. If brick or stone material is used on the exterior walls, it should, if possible, terminate only at an inside corner. However, it is also acceptable to terminate the brick or stone by extending it around a corner for a distance of at least two feet.

4. Bay, Boxed-out Windows and Chimney Chases: Any bays, bay windows, boxed-out windows and other projections which extend down to the top of the foundation level must have a foundation beneath. "Hung bays" which are at least 12" above the foundation are permitted, supported by brackets if appropriate. All chimney chases must have a foundation beneath.

5. Sloped Lots: Developer may require on sloping lots that certain basement walls be exposed to minimize the impact on trees, vegetation and drainage as well as allow for a more natural transition between homes. Garages, if not courtyard in style, must be constructed on the high side of the lot unless a special exception is approved by Developer.

6. Materials and Colors: The variety of exterior materials should be kept to a minimum and must be used consistently on all elevations. The number of exterior colors should be kept to a minimum.

7. Landscape Features: Landscape features must not obstruct or interfere with construction of lot line drainage swales.

4.19 Outside Storage/Antennae/Window Air Conditioners:

1. No outside storage of boats, recreational vehicles, non-working vehicles or miscellaneous equipment permitted.

2. No exterior antennae are permitted except satellite dishes no greater than thirty-two inches (32") in diameter. Satellite dishes may not be located on the house. It would need to be placed in an area approved by the ACC with appropriately approved landscape screening.

3. No window air conditioning units of any type are permitted.

4.20 Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or to a Lot which is or may become a nuisance or annoyance to the neighborhood. Trash, garbage and other waste shall be kept in sanitary containers that shall be stored in the attached garage.

4.21 Occupancy: No dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the Village of Menomonee Falls.

4.22 Zoning Laws, etc.: In addition to the provisions outlined in this document, the Developer, its successors and assigns, and all parties hereafter having an interest in the property shall be subject to all ordinances, zoning laws, building codes and other regulations of the Village of Menomonee Falls, Waukesha County and the State of Wisconsin as applicable. The provisions of **The Glen at Wanaki LLC** Developer's Agreement shall also apply. In the event there is a conflict between the requirements of these regulation, the more restrictive provisions shall apply.

4.23 Animals, Livestock, Poultry: No animals such as livestock or poultry shall be raised, bred or kept outside on any Lot. No more than two (2) dogs and three (3) cats shall be kept inside. Any outdoor animal kennels must be approved by the ACC as to location, size and design, and must meet Village of Menomonee Falls ordinance requirements. The Board may impose additional rules and regulations.

4.24 Vision Triangles: No planting, structure or other improvement shall be installed within "intersection vision triangle" areas shown on the Subdivision Plat except as allowed by the Village.

5. OWNERS ASSOCIATION

5.1 The Glen at Wanaki LLC shall create a non-profit corporation to be known as **THE GLEN AT WANAKI HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "HOA". All Lot Owners shall be entitled and required to be a member of the HOA of Lot Owners known as The Glen at Wanaki HOA Association, Inc. which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Improvements and facilities and Limited Common Improvements. Such HOA shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each Lot Owner and the occupants of the Lots shall abide by and be subject to all of the rules, regulations, duties and obligations of the Act, this Declaration and the By-Laws and Rules and Regulations including the sharing of common expenses as described therein.

5.2 Purpose:

1. To own and maintain common owned lands including all drainage easements, together with any other amenity that may be provided by **The Glen at Wanaki LLC** or the HOA, and that may exist from time to time;
2. To assess the prorated share of the cost of maintenance and other expenses incurred from operation of the HOA, upon the individual Lot Owners, and to collect such assessments, and;
3. To act as the ACC upon termination of **The Glen at Wanaki LLC** involvement in the Subdivision.

5.3 Membership: Each Lot Owner, whether numbering one (1) or more shall be a member of the HOA, but each Lot shall represent one (1) vote only in the affairs of the HOA, regardless of the number of Owners of a Lot. Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.

5.4 Directors and Officers of the HOA: An initial Board of Directors of three (3) members will be appointed by **The Glen at Wanaki LLC**. The Board of Directors shall name the HOA officers. **The Glen at Wanaki LLC**, shall establish this Board prior to the sale of all Lots in the Subdivision. Until the sale of the final Lot, the initial term of the Members of this Board will expire following the first annual meeting. At the first annual meeting after the sale of the final **The Glen at Wanaki LLC** owned Lot, the HOA shall hold elections for the Board of Directors.

5.5 Control: Notwithstanding anything contained in this Declaration to the contrary, the Developer shall totally govern the affairs of the HOA until the first Lot has been sold to any person other than the Developer. The Developer may exercise any rights granted to, or perform any obligations imposed upon, Developer under this Declaration through its duly authorized agent.

After the first Lot has been sold by Developer to any person other than Developer, the Developer shall have the right to appoint and remove the officers of the HOA and to exercise any and all of the powers and responsibilities assigned to the HOA and its officers by the Articles, Bylaws, the HOA Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law, until the earliest of: (a) ten (10) years from the date of recording of this Declaration, unless the statute governing expansion of HOAs is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of one hundred percent (100%) of the Common Improvements interest to purchasers. Nothing herein contained shall be construed to prevent Developer from waiving its right to control at an earlier date. Each owner of a HOA Lot in the HOA shall be deemed, by acceptance of any deed to any Lot, to agree, approve and consent to the right of Developer to so control the HOA.

5.6 Annual and Special Meetings: An annual meeting at a date, time and location to be determined by the Board of Directors must be held each year. The purpose of the meeting will cover various issues including, but not limited to, the annual budget, subdivision improvements, future election of Directors and other business deemed necessary by the Board. The initial meeting shall be held within sixty (60) days of the **The Glen at Wanaki LLC** establishing the Board. Special meetings may be called by the Board of Directors, acting on their own, shall be called upon petition of twenty percent (20%) of the Lot Owners following provision of a notice thereof at least forty-eight (48) hours prior to convention.

5.7 Operating Budget and General Monthly Assessment:

1. Commencing with calendar year 2024 and for each subsequent year after, the HOA shall prepare an operating budget covering the period January 1st through December 31st of each year. The adopted budget is to be posted in a conspicuous area within the development (or, at the option of the HOA, delivered to each Lot Owner).

2. In accordance with the financial needs of the HOA, all of the Lots shall be subject to a general monthly assessment, determined solely by the HOA, for the purpose of deferring the costs and expenses of the HOA and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of outlot real estate taxes, maintenance, repair, replacement and additions to the common improvements and areas, including the clubhouse and pool, snow removal for roadways, sidewalks, driveways and parking lots within the subdivision, and landscaping maintenance, including grass cutting and bed care, for all homes, the clubhouse and Common Improvements within the subdivision, as well as the cost of labor, equipment, materials, management and supervision thereof. Each Lot Owner is reserved the right to, at its own cost, replace or enhance any landscaping feature located on their Lot with the approval of the HOA.

3. The amount of the general annual assessment for each calendar year shall be determined during the month of December of the previous calendar year, and shall be sufficient to raise an amount which, in the judgment of the HOA's members represented at the HOA's annual membership meeting, may be required for the ensuing calendar year. Such assessments shall be paid by each Lot Owner to the HOA in a lump sum, on or before the first day of March of each year.

5.8 Reserve Fund Capital: Each purchaser of a Lot from the Developer shall pay to the HOA, at time of conveyance of the home by Developer, for long-term reserve fund purposes, a sum equal to five hundred dollars (\$500.00), to be allocated for such purposes as the HOA may determine in its discretion. As long as the Developer is in control of the HOA, Developer shall not use any of said reserve fund capital contributions to defray Developer's expenses or construction costs.

5.9 Uniform Rate of Assessment: Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots subject to Assessment; provided, however, the HOA shall assess an individual Lot for all sums due solely from that Lot for replacement of landscaping on the individual Lot.

5.10 Date of Commencement of Assessments: The General Assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Lot on the date of the conveyance of such Home built on the Lot by the Developer. The first annual assessment for each Lot shall be adjusted and prorated according to the number of days then remaining in the calendar year. Partial months shall be prorated on a daily basis. Written notice of the General Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The HOA shall have the authority to modify Assessments during any fiscal year. The HOA shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the HOA setting forth whether the assessments on a specified Lot have been paid.

5.11 Developer's Obligation for Common Expenses During Period of Developer Control: Notwithstanding anything to the contrary herein, as set forth during the period of Developer control of the HOA as described in above and under Wis. Stats., no General Assessments shall be assessed against any Lot owned by Developer for any time period prior to the first day of the first month following the commencement of actual occupancy of the Home on the Lot for residential purposes. The Developer is liable for the deficiency of the actual common expenses over the amount collection from non-Developer owned Lots.

5.12 Special Assessments: A special assessment may be levied on each Lot by the HOA for the purpose of any unexpected repair or replacement of Common Improvements if consented to by a majority of the members of the HOA present at a membership meeting called for that purpose.

5.13 Delinquent Assessments: If any assessment, general or special, is not paid on the date when due, then the assessment shall become delinquent, and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the assessed property which shall bind such property in the hands of the then Owner, his or her heirs, representatives, successors and assigns. Such assessment shall also be a personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum, and the HOA may bring an action at law, filing of a mechanic's lien or lien in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the entire cost of collection, including reasonable attorney's fees.

5.14 Lien for Assessments: All Assessments, when due, together with interest thereon and actual costs of collection, as provided herein, shall become a personal liability of the Lot Owner and also a lien, until paid, on such Lot in favor of the HOA. Such lien shall be superior to all other liens and encumbrances on such Lot, except only for:

1. Liens of general and special taxes; and
2. A Lien for all sums unpaid on a first Mortgage, or on any Mortgage to the Developer, duly recorded in the Waukesha County, Wisconsin, Register of Deeds Office, prior to the making of such Assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

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3. Mechanics liens filed prior to the making of the Assessment;
 4. All sums unpaid on any Mortgage loan made pursuant to Section 45.80 Wis. Stats.; and
 5. A lien under Section 292.31 (8) (i) or 292.81, Wis. Stats.

All other lienors acquiring liens on any Lot after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for Assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the HOA may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the Assessment. Such lien may be foreclosed or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the HOA shall be entitled to recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the HOA in and/or relating to such action, including but not limited to reasonable attorney's fees. All such costs and expenses shall be secured by the lien. The Owner shall also be required to pay to the HOA any Assessments against the Lot which shall become due during the period of foreclosure. The HOA shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as the Owner thereof. A release of notice of lien shall be executed by the HOA upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a mortgage or other lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the HOA with respect to such lien, including priority.

The HOA shall, upon written request, report to any encumbrancer of a Lot any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Lot of any obligation under the this Declaration, the By-Laws or the Rules and Regulations, which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the HOA written notice of such encumbrance.

5.15 Sale or conveyance: The Sale or transfer of any Lot or Home shall not affect the assessment lien. The sale or transfer of any Lot or Home pursuant to the foreclosure of a mortgage or other lien having priority as set forth in Section 15.10 shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relieve such Owner from liability for any Assessments which thereafter becomes due or from the lien thereof.

5.16 Prohibited Voting: A Lot Owner shall be prohibited from voting at a meeting of the HOA if the HOA has recorded a statement of HOA lien on the Owner's Lot and the amount necessary to release the lien has not been paid at the time of the meeting.

5.17 HOA Personnel: The HOA may obtain and pay for the service of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the HOA. The HOA may contract for common services or utilities as may be required for the HOA or individual Lots. All amounts payable by the HOA under such contracts shall be chargeable to the Owners as a Common Expense.

5.18 Certificates: The HOA shall, upon request, furnish to any Lot Owner a certificate in writing signed by an officer of the HOA setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The HOA may impose a reasonable charge for each such certificate requested and issued.

5.19 Duties and Authority: The administration of these restrictions, subject to the provisions of Article 5, as well as the authority to run the day-to-day operations of the HOA, is vested in the Board of Directors.

5.20 Responsibilities For Maintenance: In the event the HOA does not properly landscape or maintain any common area, or properly maintain any signage, the Village of Menomonee Falls may send written notice to the HOA indicating that the Village of Menomonee Falls will perform such landscaping and/or maintenance if not properly done by the HOA. The above-referenced notice shall give the HOA a minimum of seven (7) days to correct the problem. If the common area and/or sign is not properly landscaped and/or maintained within the time granted by the above-reference notice, the Village of Menomonee Falls shall then have the authority to landscape and/or maintain any such common area and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Menomonee Falls, charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

5.21 Residential Purpose: The Dwellings and the Lots contained therein, and the Common Improvements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and Rules and Regulations. Notwithstanding the foregoing, until such time as the Developer has sold all of its Lots in the HOA, the Developer shall have the right to use any or all unsold Lots, and any portion of the Common Improvements (including but not limited to the Clubhouse) as may be necessary to expedite the sale of Lots, including but not limited to the maintaining of a sales office, the maintaining of one or more model homes, the holding of open houses and the erecting of signs. The HOA may not charge rent or bill the Developer while the Developer exercises its rights to use any portion of the Common Improvements. The use of Lots and Common Improvements is further subject to the following:

1. The Developer may lease a home on such terms and conditions as it desires in its sole discretion. After a Lot has been conveyed by Developer to an Owner, the home on it may not thereafter be leased except for a term of not less than six (6) months. If a home is leased by an Owner, the Owner of such home shall notify the HOA of the tenant's or tenants' name or names, telephone number, and email address, and such Owner shall notify the HOA prior thereto of the Lot Owner's forwarding address and of a telephone number and email address where the Lot Owner can be reached. Any rental agreement shall contain a provision obligating the tenant to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations and shall provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the HOA as a third-party beneficiary to the lease and that the HOA shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and

Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The HOA shall keep a copy of any HOA rental agreement on file while the agreement is in effect. Before a tenant occupies a home, the Lot Owner shall provide a copy of the Declaration By-laws and Rules and Regulations to the tenant or place the information in the home. In no event shall a Lot Owner be relieved from any obligation imposed by the Act, this Declaration, the By-Laws or Articles of Incorporation, and/or Rules and Regulations adopted pursuant thereto, including but not limited to the duty to pay Common Expenses. The rental of Lots is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or Rules and Regulations of the HOA, including but not limited to a limit on the percentage of Lots that are not owner occupied.

2. A home shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than six months; or (ii) any rental if the occupants of the home are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

3. Parking areas (including driveways on which parking is allowed), whether designated Common Improvements or Limited Common Improvements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall, at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. No more than two (2) vehicles shall be parked on a driveway, except multiple vehicles may be parked on a driveway on a temporary, short-term basis when several guests may be visiting a Lot at one time. In no case may a vehicle be parked outside of a garage and not moved for more than ten (10) consecutive days.

4. Exterior antennae and satellite dishes may be placed on a home, but only with location approval of the HOA, which approval shall not be unreasonably withheld, conditioned or delayed.

5. A Lot Owner may not plant any flowers, vegetables, trees, shrubbery or other plants in any Common Area unless specific written approval is provided by the HOA. Such approval may be granted or denied at the sole discretion of the HOA. If planting approval is granted, the HOA shall have the right to remove, dispose of, relocate, trim and/or prune any such planting as it may thereafter determine, in its sole discretion.

6. ARCHITECTURAL CONTROL COMMITTEE (ACC)

6.1 The Glen at Wanaki LLC will initially form an Architectural Control Committee consisting of three (3) persons appointed by The Glen at Wanaki LLC hereinafter referred to as "ACC".

6.2 Committee Structure, Make-up, Governance: The ACC shall be governed by a three-member Committee, hereinafter referred to as the "Committee", which shall be solely responsible for the rules, regulations and architectural change activities of the ACC. The initial members of the Committee shall be designated by the Developer.

To qualify as a member of the Committee, a person must be either an Owner or a duly designated officer or representative of an Owner.

The initial term of the Committee shall commence on the date of recording of this Declaration and shall continue until the Developer no longer owns one hundred percent (100%) of the lots then subject to this Declaration. During such initial term the Developer shall have the right to appoint, remove or replace all three members of the Committee. The Developer may relinquish or reassert all or any part of such right at any time or times during such initial term.

After the initial term, the Committee may continue to exist, and shall report to the Board. The term of office of members of the Committee shall be for two (2) calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election.

All meetings of the Committee shall be open to Owners. Two (2) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote. The Committee shall have the following duties & powers:

1. To provide for the control and maintenance of the lands and improvements in the Common Areas;
2. To promulgate operating procedures for the conduct of the HOA and Committee's affairs; and
3. To enforce the provisions of this Section and the Rules and Regulations of the HOA, and
4. To take such actions as may be necessary to cause the Common Areas to be used, improved, maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;

During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Area in addition to those then in existence (herein referred to as "Additional Improvements") without the written approval of the Developer.

Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Committee. The HOA shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

Failure of the HOA or the Committee to enforce any provisions contained in this Section, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

6.3 Procedures: The ACC's consent, approval or disapproval as provided herein shall be in writing. In the event the ACC fails to act on any matter presented to it within sixty (60) days after application (application meaning the submittal of a written request plus copies of building plans, specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Section 4.1 only. No other provisions of these restrictions requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC.

6.4 Responsibility and Purpose: In order to obtain and maintain harmony in appearance, and for the protection of the Owners of the Lots, certain site improvements are subject to written approval by the ACC. These include, but are not limited to, the clubhouse and pool, all other buildings or structures of any type, fencing, unusual or unsightly landscaping and modification or other change to approved drainage patterns (NOTE: changes which will alter drainage patterns will be in violation of the site grading plan and/or recorded drainage easements and will require the approval of the Village of Menomonee Falls Engineering Department). The ACC shall have the right to reject any such addition or alteration to any Lot, which in its conclusive judgment, is not in conformity with these or future restrictions or is not desirable for aesthetic or other detrimental reasons. In passing judgment upon such plans and specifications, the ACC may take into consideration, among other things, the suitability of the proposed modifications, the exterior color schemes to be used for any dwelling or structure, the general design and materials to be used and the compatibility of the modification with surroundings Lots.

6.5 Right To Waive Non-Compliance: The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or other extenuating circumstance, provided the Village of Menomonee Falls building codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.

6.6 The Glen at Wanaki LLC Control of ACC: So long as The Glen at Wanaki LLC, its successors or assigns, shall own any Lot in The Glen at Wanaki, the authority and functions of the ACC shall be vested in and exercised solely by The Glen at Wanaki LLC, acting through its Board of Directors or its successors or assigns acting through the Board of Directors. When The Glen at Wanaki LLC, its successors or assigns has transferred ownership in all the Lots, the ACC shall then automatically transfer to the members of the Board of Directors elected under the provisions of Section 5.4 and 5.5 above.

7. LANDSCAPING AND GRADING REQUIREMENTS

7.1 Landscaping and Erosion Control: The HOA is responsible for the upkeep and continuous maintenance of all landscaping in Common Areas under HOA's control hereunder; subject to the right of Lot Owners to replace and enhance landscape elements at their sole cost on their individual Lot with approval of the HOA.

7.2 Improvements may require permits: Other site improvements of any type that are placed upon or maintained within the private streets (walks, drives, etc.) or drainage easements require a permit from the Village of Menomonee Falls and/or the State of Wisconsin as may be applicable, which shall be obtained before work is commenced.

8. EASEMENTS

8.1 SUBDIVISION UTILITY, DRAINAGE EASEMENTS: The Glen at Wanaki LLC, reserves to itself the right to record utility and drainage easements and to implement improvements in these easements as necessary to properly provide service to all Lots in The Glen at Wanaki.

These improvements may include but are not limited to: drainage improvements to alleviate drainage problems, addition of pipes for drainage, addition of cable utilities to extend to future phases of development.

8.2 POSSIBLE FUTURE EASEMENTS: Seller reserves the right for a period of three (3) years after closing hereof to grant easements to WE Energies, Village of Menomonee Falls Utilities, AT&T and Time Warner Cable for utility purposes over, upon, under or across all Lots in this Subdivision whether owned by the Developer or third parties. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all Lot lines and be granted standard utility forms. Seller reserves the right for a period of three (3) years after closing to create side Lot line or rear Lot line swales for drainage purposes. Such swales shall, so far as reasonably possible, be confined to an area within twenty (20) feet of all Lot lines and may involve tree removal and grading within such areas.

9. COMMON IMPROVEMENTS AND FACILITIES

9.1 Description. The Common Improvements shall consist of all of the improvements and appurtenances thereto, except the Lots and fixtures therein, and shall include, without limitation, apparatus relating to common utility services; public utility lines (except those owned by the applicable utility); the "Clubhouse" Building, pool, pickleball court and bocce court; the private storm sewer and drainage system, including, but not limited to all structures; mains, conduits, pipes, lines, equipment, appurtenances, and hereditaments which may in any way be a part of, or pertain to, such underground storm water facilities and the stormwater detention ponds; common parking areas, private streets, common sidewalks, signage and landscaping located on Outlots.

10. REPAIRS AND MAINTENANCE

10.1 Common Improvements. Except as otherwise set forth herein, the HOA shall be responsible for the management and control of the Common Improvements, including any Limited Common Improvements serving more than one Lot, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the Clubhouse, including, parking, upkeep and maintenance of private roadways, snow and ice removal from paved roadways, sidewalks, pedestrian walks, driveways and parking areas of the property, lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming and such actions as may be necessary to maintain the Common Improvements in compliance with all applicable laws, codes and ordinances. All expenses of the HOA, except as otherwise set forth in this Declaration and/or the By-Laws, shall be charged to the Lot Owners as a Common Expense.

10.3 Prohibition Against Structural Changes by Owner: A Lot Owner shall not, without first obtaining the written consent of the Board of Directors of the HOA, make or permit to be made any structural alterations, or major changes or improvements to his Lot or to the exterior of their Home, install any improvements or equipment which may affect other Lot(s) or the Owner(s) of other Lot(s). A Lot Owner shall not perform, or allow to be performed, any act which will impair the safety of property, or impair any easement or hereditament, without the prior written consent of the HOA.

10.4 Delegation of the Maintenance of Common Improvements. Notwithstanding any other provision of this Declaration, the HOA is hereby expressly granted the power to undertake and/or delegate to Lot Owners some or all of the routine maintenance of Lot landscape, Common Improvements and/or Limited Common Improvements, and the expense of repair and/or replacement occasioned by the failure of the Lot Owner to properly maintain same shall be the responsibility of the Lot Owner. The delegation of maintenance responsibilities shall be as authorized in the Bylaws. The HOA, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its Rules and Regulations.

11. DESTRUCTION AND RECONSTRUCTION

11.1 Repair and Reconstruction. In the event of a partial or total destruction of the Common Improvements, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built.

11.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a Common Expense; provided, however, that in the event of damage to an extent more than the available insurance, the majority vote of Lot Owners shall determine the extent to which those Common Improvements are replaced.

12. INSURANCE

The HOA shall obtain and maintain fire and broad form extended coverage insurance on the Clubhouse, General Common Improvements and Limited Common Improvements ("Covered Improvements") in an amount not less than the full replacement value of the of the Covered Improvements, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special HOA Endorsement. HOA Insurance coverage shall be written in the name of the HOA as trustee for each of the Lot Owners and their respective Mortgagees in accordance with their Percentage Interest. Premiums shall be a Common Expense. To the extent the Board determines it is reasonably possible at a reasonable price, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Lot Owners, the HOA, and their respective servants, agents and guests; and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Lot Owners, or the HOA, or their servants, agents and guests, without thirty (30) days prior written notice to the HOA giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors of the HOA at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value. The amount of protection and the types of hazards to be covered shall be reviewed by the HOA annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the HOA to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice.

In the event of partial or total destruction of the all or part of the Covered Improvements insured hereunder, and the repair or reconstruction of the same in accordance with Section 12 hereof, the proceeds of such insurance shall be paid to the HOA as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds shall be distributed to the Lot owners and their mortgagees, if any, as their respective interests may appear.

The HOA shall provide public liability insurance covering the Common Improvements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Lot Owner's claim because of the negligent acts of the HOA or any Lot Owner. All premiums for such insurance shall be Common Expenses. Each Lot Owner shall have the responsibility to insure its own Lot or Dwelling for personal benefit and if required by the HOA, name the HOA as an additional insured. The HOA shall also provide workman's compensation insurance when appropriate, and may provide directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide.

13. STORMWATER MANAGEMENT

13.1 Responsible Parties: The Owners of Lots in **The Glen at Wanaki LLC**, and the HOA shall collectively be responsible for maintenance of the stormwater management measures (the "Responsible Parties").

The Responsible Parties shall maintain the stormwater management measures installed on all outlots in accordance with the approved stormwater design and Storm Water Management Practices Maintenance Agreement prepared by SEH Engineering and on file in the offices of the Village.

The Village is authorized to access the property to conduct inspections of stormwater practices as necessary to ascertain that practices are being maintained and operated in accordance with the approved stormwater plan.

The Responsible Parties, on an annual basis, shall provide maintenance of each stormwater management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management measures, aeration equipment and sediment removal.

Upon notification of the Responsible Parties by the Village of maintenance problems which require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the Village.

The Village is authorized to perform the corrective actions identified in the inspection report if the Responsible Parties do not make the required corrections in the specified time period. The costs and expenses shall be levied against the properties served as special charges for current services, pursuant to 66.0627, Wisconsin Statutes, or as special assessments pursuant to 66.0701, Wisconsin Statutes. Special charges and special assessments, including delinquent amounts, shall be collected by the Village as provided for in the statutory sections indicated above.

13.2 Storm Water Facilities: The stormwater retention basins that have been constructed in **The Glen at Wanaki** are required by the Village to assist in the removal of sediment from and detention of storm water. The stormwater retention basins are not intended to be used for swimming or recreational facilities. Any such use of the stormwater retention basins is strictly prohibited. Anyone entering or using the stormwater retention basins for prohibited use does so at their own risk.

By acceptance of a deed or other conveyance of a Lot in **The Glen at Wanaki**, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the Village, Developer and the HOA and their respective agents, contractors, employees, officers and directors, for injury or damage to person or property sustained in or about or resulting from the use or existence of the stormwater retention basins. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Village, Developer, the HOA and their respective agents, contractors, employees, officers and directors from and against any and all liabilities, claims, demands costs and expenses of every kind and nature (including attorney fees) including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention basins.

Pursuant to the Village Storm Water Management and Erosion Control Plan, the Developer has entered into a Storm Water Management Practice Maintenance Agreement for the benefit of the HOA. The HOA is responsible for compliance with the Storm Water Management Practice Maintenance Agreement, including but not limited to the maintenance of the landscaped areas surrounding the detention, retention, and infiltration ponds. Should the HOA fail to comply with the Storm Water Management Practice Maintenance Agreement, the Village pursuant to such agreement, shall complete all repairs, maintenance, modifications and work necessary to ensure proper Storm Water Management. One-fifty-second (1/52) of such costs plus any applicable interest, shall be assessed to each Owner of a Lot in the Subdivision by the Village and payable on the Owners real estate taxes.

14. BINDING EFFECT/AMENDMENTS

14.1 The Glen at Wanaki LLC Amendment Rights: This Declaration shall run with the land and shall be binding upon all persons purchasing any Lot in the Subdivision after recording of this Declaration and Lot Owners who consent thereto. Any of the herein restrictions, covenants or other provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, executed solely by **The Glen at Wanaki LLC** or its successors or assigns, until such time as **The Glen at Wanaki LLC** or its successors or assigns, shall no longer own any Lot in the subdivision or additions. These rights are subordinate to the review by the Village prior to effectiveness for compliance with Village ordinance and provisions of the Developer's agreement with the Village. This section does not terminate, and shall not be interpreted to authorize termination of, any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Village, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by recorded document.

14.2 Homeowner Amendment Rights: When **The Glen at Wanaki LLC** or its successors or assigns no longer retain interest in the property, the Owners of at least sixty-seven percent (67%) of the Lots may amend the herein restrictions and covenants as regulated and allowed in Section 15.1 above.

14.3 Effective Date: The effective date of any such annulment, waiver, change or modification of amendment shall be as of the date of recording of such Declaration at the offices of the Waukesha County Register of Deeds.

15. GENERAL PROVISIONS

15.1 Initial Term and Extensions: The restrictions and covenants herein contained shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby, or claiming such rights for a period of twenty-five (25) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots has been duly recorded terminating or amending this Declaration in whole or in part.

15.2 Period For Protesting Violations: Any violation of these restrictions which shall exist for a period of one (1) year or more without protest thereof being received by the Owner of the Lot containing such violation, shall not be considered a violation thereafter and any Lot Owner or other party shall be forever barred from proceeding under the provisions of this Declaration.

15.3 Enforcement of Declaration: No Reversion of Title

1. The HOA or, until formation of the HOA, the Developer shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the HOA, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the HOA fails to take such action within sixty (60) days following a written request by such Lot Owner for the HOA to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney's fees incurred by the HOA or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the HOA or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the HOA or the ACC to take any action requested by a Lot Owner.

2. Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the HOA or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the HOA or ACC.

3. Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any revert or reversion of title to any Lot.

15.4 Invalidation: Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.

15.5 Governing Law: The Laws of the State of Wisconsin shall be interpreted as to any dispute arising under this document.

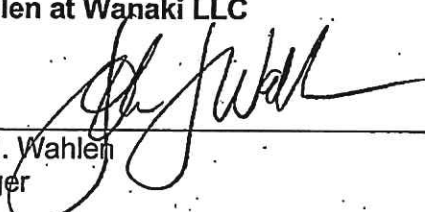
15.6 ACC Approval: Prior to any permit submittal to the Village of Menomonee Falls, said applicant shall first obtain approval of the ACC as outlined elsewhere in these covenants.

[SIGNATURE ON FOLLOWING PAGE]

This Declaration shall be binding upon and inure to the benefit of **The Glen at Wanaki LLC** its successors and assigns, and all persons, parties or entities who may hereafter become Owners of any Lot, and their legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, **The Glen at Wanaki LLC** has caused these presents to be signed by John J. Wahlen, its Manager, at Sussex, Waukesha County, Wisconsin this 6th day of November, 2023.

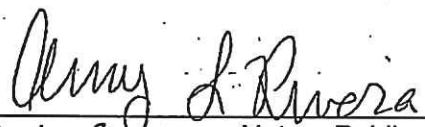
The Glen at Wanaki LLC



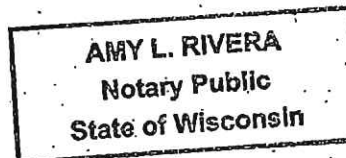
John J. Wahlen
Manager

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this 6th of November, 2023, John J. Wahlen, Manager of **The Glen at Wanaki LLC** to me known to be the person who executed the foregoing instrument, and to me known to be such Manager of **The Glen at Wanaki LLC** and it is acknowledged that he executed the foregoing instrument as such Manager of said **The Glen at Wanaki LLC** by its authority.



Amy L. Rivera - Notary Public
Waukesha County, Wisconsin
My Commission Expires 4-25-26



Return to:
The Glen at Wanaki LLC
N63 W23849 Main Street
Sussex, Wisconsin 53089

Drafted by :

John J. Wahlen
N63 W23849 Main St.
Sussex, WI 53089