

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
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Recorded On: 07/21/2014 2:31:05 PM

Total Fee: \$30.00 Page(s): 50
Transfer Tax: \$0.00

Document Number

**PROTECTIVE COVENANTS FOR
WHISPERING RIDGE ESTATES**

Recording Area

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LANV 0074.472.083

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PROTECTIVE COVENANTS FOR
WHISPERING RIDGE ESTATES

THESE PROTECTIVE COVENANTS made this 18th day of July, 2014, by Whispering Ridge Estates, LLC (hereinafter the "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described herein, which Property is located in the Village of Lannon, Waukesha County, Wisconsin; and

WHEREAS, Developer desires to create the Protective Covenants as set forth herein for the benefit of the Property and the benefit of each owner of any part of the Property, and for the purpose of creating a desirable utilization of the land in an aesthetically pleasing residential environment.

NOW, THEREFORE, the Developer hereby declares that the real property herein described shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants and reservations of these Protective Covenants as hereinafter set forth.

ARTICLE 1. PROPERTY SUBJECT TO PROTECTIVE COVENANTS.

1.1 Existing Property. The real property subject to the provisions of these Protective Covenants is described on Exhibit A attached hereto (hereinafter the "Subdivision" or "Whispering Ridge Estates"). The Subdivision is composed of forty eight (48) individual residential lots (hereinafter "Lots") and six (6) outlots (hereinafter "Outlots"), except as otherwise excluded.

ARTICLE 2. GENERAL. The intention of these Protective Covenants is to achieve the best use and most appropriate development and improvement of each Lot within the Subdivision; to preserve, as far as is practicable, the natural beauty of the Subdivision; to guard against haphazard and inharmonious improvement of the Lots and the erection thereon of unattractive or poorly designed or poorly proportioned structures on any part of the Lots; to obtain harmonious and attractive use of material and color schemes; to encourage and secure the construction within the Subdivision of attractive homes with appropriate locations thereof on the Lots; to secure and

maintain proper setbacks from streets and adequate open spaces between structures; and in general to endeavor to provide for a quality development of the Subdivision.

ARTICLE 3. DEFINITIONS. The following terms as used in this document shall have the definitions set forth below:

3.1 Association. The term "Association" shall mean the non-profit corporation to be known as Whispering Ridge Estates Owners Association, Inc., which shall serve as an organization of all owners of Lots in the Subdivision, and collect assessments from Lot Owners for payment of Association obligations and maintenance of Association properties, as set forth herein.

3.2 Common Area. The term "Common Area" shall mean all areas of the real property as described on Exhibit B. Common Area shall also specifically include those areas throughout the Subdivision the Association is required to maintain as set forth in these Covenants.

3.3 Developer. The term "Developer" shall mean Whispering Ridge Estates, LLC.

3.4 Dwelling Unit. The term "dwelling unit" or "dwelling" shall mean a living unit within Whispering Ridge Estates which is intended to be occupied by one (1) family.

3.5 Lot. The term "Lot" shall mean an individual residential lot numbered from 1 to 48 inclusive in the Subdivision, as shown on the Whispering Ridge Estates final plat, attached hereto as Exhibit B ("Plat"). No Lot may be further divided without the prior approval of the Village Board of the Village of Lannon.

3.6 Lot Owner. The term "Lot Owner" shall mean the current owner(s) of any Lot in the Subdivision, whose name(s) appear in the recorded deed of conveyance.

3.7 Outlot. The term "Outlot" shall mean an outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat. The Association shall be responsible for all maintenance as required herein and in the Development Agreement By and Between The Village of Lannon and Whispering Ridge Estates, LLC ("Development Agreement").

3.8 Plans and Specifications. The term "Plans and Specifications" shall mean complete written construction plans and detailed specifications as to materials and colors for construction of

any building, retaining wall, pool fence, sign, pool, deck, patio or other improvement in Whispering Ridge Estates, including a site plan showing location of all landscaping, improvements, driveways, walks, elevation and grade of the Lot and improvements, as set forth in Section 4.1.

3.9 Review Board. The term "Review Board" shall mean that board composed of three (3) members initially appointed by the Developer to review and approve or disapprove of Plans and Specifications for construction of dwelling units and any other structures or improvements in the Subdivision. The Review Board may hire a third party consultant to perform its duties of reviewing, approving or disapproving Plans and Specifications and the third party consultant shall be compensated by the Lot Owner for performing the assigned duties in accordance with the fee schedule set by the Review Board ("Review Fee").

3.10 Subdivision. The term "Subdivision" shall mean Whispering Ridge Estates, which means the residential lots numbered 1-48 and Outlots 1 - 6 inclusive as shown in Exhibit B attached hereto and incorporated herein. The Subdivision Plat for Whispering Ridge Estates is recorded with the Register of Deeds for Waukesha County, Wisconsin.

ARTICLE 4. DESIGN CONTROL.

4.1 Plans and Specifications. No structure or improvement of any sort shall be constructed upon any Lot, nor shall any change or alteration be made thereto, unless complete plans and specifications have been submitted to, and approved in writing by, the Review Board. The plans and specifications submitted shall include, in addition to detailed construction plans, a site plan showing the exact dimensions and location of each structure or improvement, the proposed finished yard grade, existing grades on the Lot, grades adjacent to the Lot, the proposed finished grade and garage floor grade for the building, sump pump discharge location, existing mature trees on the Lot, building elevations or renderings of the building or structure to be constructed, a landscaping plan showing the minimum landscaping requirement defined in Section 5.9 of these Covenants and detailed specifications as to materials, colors (including samples) and equipment to be installed in the structure (collectively the "Plans and Specifications").

4.2 Review Board. The decision of a majority of the members of the Review Board shall be the decision of the Review Board and shall be final and binding upon all interested parties. When all the Lots in the Subdivision have been sold by the Developer, or its successors or assigns, and dwelling units have been built on all the Lots in the Subdivision (or at such earlier time determined by the Developer) the Review Board shall thereafter consist of three (3) persons, who shall be the persons appointed as directors of the Association as described in Section 8.3.

4.3 Submission of Plans. The Lot Owners shall submit Plans and Specifications to the Review Board at the earlier of (i) at least fifteen (15) days prior to the time that such Plans and Specifications are submitted to the Building Inspector of the Village of Lannon for approval, or (ii) thirty (30) days prior to commencement of construction of the dwelling unit or any other improvement. Prior to commencing construction, all Plans and Specifications must be approved in writing by the Review Board. All Plans and Specifications together with any applicable Review Fee shall be submitted at the following address:

Whispering Ridge Estates Owners Association, Inc.
11600 W. Lincoln Avenue
West Allis, WI 53227
Attention: -Architectural Committee
(414) 321-5300

4.4 Review. The Review Board shall review and approve such Plans or Specifications, or disapprove those that in its sole judgment are not in conformity with these Protective Covenants or are inconsistent with the purposes set forth in Article 2. The Review Board may require enhanced architectural treatment on all building elevations. In reviewing the Plans and Specifications, the Review Board may take into consideration, among other things, the following:

The suitability of the proposed home or other structure in the Subdivision;

The design, layout, elevation and the materials of which the home or improvement is to be constructed;

The location of the improvements upon the Lot and within the Subdivision, including in relation to other homes and improvements in the Subdivision;

The harmony with surrounding structures in the subdivision, including the view from and of other Lots;

The exterior appearance of the home including roofing materials and the color scheme; and

The compliance of the home or other structure with the standards set forth in these Protective Covenants.

The decision of the Review Board shall be final and binding with regard to approval or disapproval of the Plans and Specifications. The Review Board does not review nor is responsible for the technical, engineering, mechanical or structural nature of the design or components of the building plans, dwelling unit, functional layout of the Lot, drainage plan, home elevation or other non-aesthetic features.

4.5 Approval. If the Plans and Specifications are approved, the Review Board shall notify the Lot Owner by letter sent to the Lot Owner at the address included in the Plans and Specifications.

4.6 Disapproval. If the Review Board disapproves of Plans and Specifications, the Review Board shall specify the reasons for such disapproval to the Lot Owner in writing. The Lot Owner shall then be entitled to submit revised Plans and Specifications for review by the Review Board, in which event another receipt shall be issued by the Review Board. The decision by the Review Board to approve or disapprove Plans and Specifications shall be final and conclusive. The Review Board shall not be liable for actions taken or decisions made in performing its duties.

4.7 Waiver. The Review Board shall be entitled to waive or grant a variance from the requirements of these Protective Covenants and the standards set forth herein upon written application therefore to the Review Board as a part of a submission of Plans and Specifications to the Review Board, or otherwise, for reasons deemed adequate and reasonable to the Review Board, and in consideration of the purposes of these Protective Covenants as set forth in Article 2. The decision of the Review Board shall be final and binding with regard to any waiver or variance, whether or not

such waiver or variance is specifically granted by the Review Board in writing, or is a part of or necessitated by Plans and Specifications approved by the Review Board.

4.8 Unit Size. The total minimum finished living area of a one-story dwelling shall be not less than 1,700 square feet. The total minimum finished living area of a multi-story dwelling unit shall be not less than 2,000 square feet.

4.9 Unit Measurement. The square footage of a dwelling unit shall be measured along the perimeter of the dwelling unit at and above grade (measured along the exterior walls exclusive of garages, porches, patios, breezeways and similar additions).

4.10 Attached Garage. Each dwelling unit shall have a garage for not more than three and one half (3 ½) nor less than two (2) cars. Garage and service doors must have a raised panel or similar design.

4.11 Building Materials, Chimneys and Fireplaces. Lot Owners are encouraged to construct the exterior walls and attached garage with brick, stone, wood, other natural materials or cement board, all of which must be approved by the Review Board. The use of vinyl and aluminum siding may be permitted, but only when combined with natural materials or cement board to include, at the minimum, 4" trim around all windows, doors, and vents on the front elevation and on the other elevations as required by the Architectural Review Board. Although there is no minimum masonry requirement, if masonry material is used on the exterior walls, the masonry should terminate at an inside corner. If it is not possible to terminate the masonry at an inside corner, the material must then terminate at a corner board that is at least 4" in width or wrapped around the side of the house a minimum of 2 feet. All exposed basements or foundations shall be covered by brick, stone or siding. Soffit and fascia material may be natural, vinyl or aluminum material.

4.12 Windows. Windows may be wood, vinyl or aluminum clad. Window grids, shutters and other trim features shall be added to windows on the front of a Home as required by the Architectural Review Board. Trim of at least four (4) inches in width must be used on all windows without shutters and on all doors, vents, and louvers on the front of the home. Windows with shutters shall use a decorative headboard of a natural material measuring at least four (4) inches in width and a windowsill board of a natural material at least two (2) inches in width.

4.13 Roof. All roof material shall be at least a 30 year equivalent dimensional shingle with shadow lines, staggering and varying color shade as deemed acceptable by the Review Board. The roofs on all dwelling units must have a minimum pitch of six (6) feet in height for each twelve (12) feet in length (6/12).

4.14 Setbacks. The required minimum building setbacks are as follows:

Front Yard	25 feet
Side Yard	7.5 feet
Rear Yard	25 feet
Corner Side Yard	25 feet

4.15 Driveways. Driveways shall be approved in advance by the Review Board and shall be located at least three (3) feet from the side lot lines. Within twelve (12) months from the issuance of an occupancy permit, all driveways on the Lot must be paved with asphalt, concrete, or brick pavers. In no event shall driveway flares or parking slabs be permitted unless approved by the Review Board.

ARTICLE 5. SUBDIVISION STANDARDS.

5.1 General. All Lots in the Subdivision shall be subject to the standards set forth herein. Dwellings that are too similar in appearance will not be permitted to be constructed in close proximity to one another.

5.2 Construction. During construction of a dwelling unit or any other improvement, the construction site shall be kept free of refuse and litter. Rubbish and construction materials shall be stored on the site only as long as necessary under the circumstances. Any natural vegetation and tree debris removed during the stripping of the building pad shall be removed immediately. Construction sites shall remain as organized and neat in appearance as possible throughout the construction period.

5.3 Completion; Occupancy. Any dwelling unit construction on any Lot in the Subdivision shall be enclosed and under roof with the finished exterior material in place within twelve (12) months after the commencement of construction. No dwelling unit shall be occupied until the exterior surfacing of the dwelling unit is completed and the Lot is finished to rough grade,

except when weather does not allow, then rough grading shall be completed as soon as practicable when weather allows.

5.4 Lot Grading. Each lot owner must strictly adhere to and finish grade the lot, including establishing the approved grades and drainage patterns along the side lot lines if the home adjacent to a side lot line has not been constructed or the adjacent lot owner has not graded the common lot line, in accordance with the Master Grading and Drainage Plan on file at the Office of the Village Clerk. Any amendment to the master grading plan proposed by a lot owner must be accompanied by a grading plan for the Lot, and the grading plan must first be approved by the Review Board for the Development and then by the Village Engineer. All fill materials shall be leveled immediately upon completion of the dwelling unit and shall be graded and contoured in accordance with the Plans and Specifications and any applicable municipal erosion control ordinance. Any Lot Owner who fails to adhere to the requirements set forth in this Section 5.4 or in Section 5.5 shall be personally liable for any and all consequences of such failure including but not limited to the cost of any required corrective measures. In addition, the Developer or the Association may fine the Lot Owner or otherwise pursue all available remedies set forth in these protective covenants or the By-Laws for the Association.

5.5 Erosion Control and Surface Drainage. During construction of a dwelling unit on a Lot, each Lot owner shall take adequate measures and shall comply with all applicable erosion control ordinances. The topography and ground elevation of each Lot shall be finished as required by the Plans and Specifications approved by the Review Board for the efficient discharge and drainage of surface groundwater throughout the Subdivision. Final grading of a Lot shall be completed within two (2) months following the date of occupancy of a dwelling unit, except when weather does not allow, then final grading shall be completed as soon as possible when weather allows. The Developer and/or the Village and/or their agents, employees or independent contractors, upon written notice to the Owner of a Lot, shall have the right to enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition, and the Lot Owner shall be responsible for the cost of the same.

5.6 Walkways. All walkways must be installed within twelve (12) months of the issuance of an occupancy permit by the Village of Lannon for any dwelling unit; walkways shall be constructed with concrete, brick pavers or other hard and impervious paving substance approved in advance by the Review Board.

5.7 Preservation of Trees. No live tree shall be moved, removed or destroyed in any way, other than upon prior written approval of the Review Board. All existing trees shall be protected during periods of construction and grading. Upon taking title to the Lot, the Lot Owner shall be responsible for maintaining and watering the street trees and replacing any dead, diseased or dying tree planted along the roadway.

5.8 Grading, Landscaping and Driveway Bond. At the closing of each Lot, the Lot Owner shall deposit \$1,000 with the Developer as a grading, landscaping and driveway bond ("Bond") to be held in escrow and established to ensure compliance with Sections 4.15, 5.4 and 5.9 of these Protective Covenants. If the grading, landscaping and driveway surfacing have been completed within 12 months of occupancy per the approved plans, the Bond will be returned in full to the Lot Owner. If the grading, landscaping or driveway have not been constructed within 12 months of occupancy or have not been constructed according to the approved plans, the Developer reserves the right, but not the obligation, to grade the lot and install the minimum landscaping and driveway ("Bond Work"), by drawing upon the bond and performing the necessary work. The Developer will notify the Lot Owner in writing as to the estimated amount required to perform the Bond Work ("Bond Work Estimate"). The Developer shall retain the Bond until all the Bond Work has been completed per the approved plans. The Developer shall return any balance remaining in the Bond after the payment for all Bond Work has been made to the Lot Owner within sixty (60) days after completion of the Bond Work. Any cost exceeding the Bond shall be paid by the Lot Owner to the Developer within thirty (30) days after billing. Any unpaid balance may be charged as a fine and enforced as set forth in these Covenants and By-Laws for the Association, including by filing a maintenance lien against the Lot, or may be enforced by way of a construction lien filed against the Lot. In any case, the Lot Owner who purchased the Lot shall also be personally liable for any cost exceeding the Bond even if that particular person no longer owns the Lot.

5.9 Landscaping. At a minimum, each lot owner is required to fully seed or sod their lot, plant two street trees, according to the landscape plan approved for the Development, having a minimum 2 ½" diameter and 8' height and four shrubs, except for corner lots which will require four street trees, two on each side of the Lot abutting a roadway and except for Lots located on a cul-de-sac which are only required to plant one street tree. All landscaping shall be completed within twelve (12) months of the issuance of an occupancy permit by the Village of Lannon, except in the case of model homes where landscaping shall be completed prior to the date such home is first open for showing to prospective buyers or advertised in the marketplace, except when weather does not allow, then landscaping shall be completed as soon as practicable when weather allows. A detailed landscaping plan must be submitted to and approved by the Review Board prior to installing or replacing any landscaping on the Lot.

5.10 Fences and Walls. No fences or walls shall be permitted unless plans and specifications are submitted to and specifically approved in advance by the Review Board. Approval may be given for fences if such fences are of an open type of construction with a wrought iron appearance. Chain link and privacy fences are prohibited. Approval may be given for retaining or landscape walls if such walls are constructed of stone, brick or other similar natural material. The Architectural Review Board has the right to deny any and all fence requests at their sole discretion.

5.11 Swimming Pools/Spas. Swimming pools, hot tubs or spas may be installed, altered or modified only with the prior written approval of the Review Board. Above ground swimming pools shall not be permitted.

5.12 Mailboxes. A standard mailbox/newspaper box shall be purchased by the Lot Owner from the Developer or a supplier designated by the Developer and installed by Lot Owner in a location to be determined by the US Postal Service. The mailbox must be installed within (12) months of issuance of an occupancy permit from the Village of Lannon.

5.13 Outbuildings and Temporary Structures. Other than dwelling units and other structures and improvements approved in advance by the Review Board pursuant to Section 4.1, no structure of any kind, including, but not limited to, any shed, storage bins, gazebo, skateboard ramp, stable, barn or kennel shall be moved onto or constructed upon any Lot within the Subdivision. A

shed or other structure may be allowed with prior written approval of the Architectural Board provided the structure is no more than 300 square feet, consists of only one floor and is located no closer than ten feet from the Home. The exterior material and design shall be architecturally consistent with the Home on the Lot and the roof pitch must match the roof pitch of the Home. Accessory structures shall be located behind the Home so as to minimize the visibility from the road in front of the Home and shall not be placed more than 100 feet from the Home. Accessory structures shall comply with all Village Ordinances or other applicable regulations.

5.14 Antennas/Satellite Dishes/Solar Panels. External antennas or satellite dishes, less than thirty (30) inches in diameter, and solar panels of any type or for any purpose may be installed and maintained on a Lot in the Subdivision only with the prior written approval of the Review Board. In no event may any antenna, satellite dish or solar panel be installed so that it is visible from the street in front of the dwelling unit.

5.15 Signs. All signs must meet the requirements of the Village Ordinances and no sign of any kind shall be displayed to the public view except as follows:

(a) A sign placed on a Lot by a Lot Owner or the real estate agent of the Lot Owner advertising the property for sale. No such sign shall exceed 6 square feet in size.

(b) A sign erected on a Lot by a building/contractor of a dwelling unit in the Subdivision during the time the dwelling unit is under construction. No such sign shall exceed 6 square feet in size.

(c) A sign placed on a Lot by a builder advertising a dwelling unit as a "model home". No such sign shall exceed 48 square feet in size.

(d) A sign placed on an Outlot by the Developer advertising the subdivision. No such sign shall exceed 48 square feet in size.

5.16 Motorized Vehicles. Only four-wheel passenger vehicles may be parked on a Lot outside of a garage in the Subdivision. No lawn or farm equipment, recreational vehicle, trailer, boat, boat trailer or similar vehicle or equipment shall be parked or stored on any Lot other than in a garage. No commercial vehicles, including semi-trailer tractors, dump trucks, delivery trucks, and similar vehicles, irrespective of ownership, may be parked or stored on a Lot other than temporarily

for the delivery of materials or merchandise, and other than during temporary periods of construction or remodeling upon the Lot. Snowmobiles, trail bikes, dune buggies, off-street motorized vehicles and recreation vehicles of any kind shall not be operated on any Lot, Outlot, common area or any other area within the Subdivision, excluding motorcycle and other vehicular traffic utilizing the roadway located on Outlot 6.

5.17 Animals. No animals, livestock, poultry or pigs of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept in a manner that will not disturb the quality of life and the environment of the Subdivision.

5.18 Nuisances. No noxious or offensive odor, activities or conditions shall be created, conducted or permitted to exist in, on or about any dwelling or Lot, which may be, or may become, an annoyance or nuisance to the neighborhood or which may cause any noise which disturbs or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

5.19 Street Lights. Street lights shall be installed by Developer utilizing posts and lights available from WE Energies at locations as approved by the Village Engineer. Street lights shall become the property of Wisconsin Energy Corporation. Thereafter, all repairs, maintenance, and replacement shall be performed by Wisconsin Energy Corporation. The repair, maintenance and replacement cost of the streetlights and the cost of energy for illumination shall be paid for by the Association.

ARTICLE 6. TERM AND AMENDMENT.

6.1 Term. These Protective Covenants shall be in full force and effect for a period of thirty (30) years from the date these Protective Covenants are recorded, after which time these Protective Covenants shall automatically be extended for successive periods of ten (10) years each; provided, however, that an instrument terminating these Protective Covenants, if signed by Lot Owners possessing a majority of the votes available in the Association, shall be effective as of the end of the original term or ten (10) year extension within which it is recorded.

6.2 Amendment. These Protective Covenants may be amended at any time by the signature and recording of an amendment to these Protective Covenants by owners possessing 67%

of the votes available in the Subdivision; provided, however, that no further amendment to or modification of these Protective Covenants shall be effective unless such amendment is approved in writing by the Developer. In addition, notwithstanding anything to the contrary in this Section 6.2, until the initial conveyance of all Lots in the Subdivision, Developer alone may amend the Protective Covenants for purposes of clarification, correction of errors and omissions and to otherwise implement the intent of the Covenants. An amendment shall take effect upon the date of the recording thereof.

ARTICLE 7. EASEMENTS.

7.1 Private Roadway Easement. Developer hereby declares, creates and reserves a perpetual easement and right of way across all of Outlot 6 for the following:

- (a) Construction, maintenance, repair, reconstruction and use of a private road and right of way in, under and over the Easement in order to accommodate shared access for ingress and egress for vehicular and pedestrian traffic of the Lot Owners of Lots 1 through 48, as well as an association of those owners, their guests, invitees, licensees, contractors, and governmental service providers including municipal utility, fire, police and ambulance services.
- (b) Stormwater ponds have been constructed on Outlots 1 and 5 of the Subdivision. The pond on Outlot 1 is accessed from N. Weather Edge Circle, across a 20' Wide Storm Sewer and Drainage Easement located between Lots 9 and 10, and the pond on Outlot 5 is accessed from Outcropping Court. Access to all stormwater ponds in the Subdivision shall be permitted via the Private Roadway Easement for purposes of reconstructing, maintaining, dredging, inspecting, and certifying said stormwater ponds.
- (c) Contemporaneously herewith, Developer has provided a 12' Pedestrian and Bikeway Easement across Outlots 1 and 2 to connect the Private Roadway Easement granted hereunder to the Waukesha County Bugline Recreational Trail and S.T.H. 74 (Main Street). It is hereby declared that the Private Roadway Easement shall provide public

pedestrian and bicycle access for users outside of the Subdivision to connect to said Pedestrian Bikeway Easement.

- (d) The Lot Owners and/or the Association shall at all times provide and maintain, at their sole expense, public liability insurance in an amount of at least One Million Dollars (\$1,000,000) with respect to the Private Roadway Easement. Said policy of insurance shall be obtained by the Association, under valid and enforceable standard form policies through a responsible carrier authorized to do business within the State of Wisconsin. Said policy or policies shall be endorsed to protect the Lot Owners and the Association as their interest may appear, and certificates evidencing such insurance coverage shall be provided to the Lot Owners and/or the Association annually, at least thirty (30) days before the expiration of said insurance. The certificate of insurance shall contain an undertaking by the insurer that said policy shall not be cancelled, terminated, or coverage materially altered or modified without at least thirty (30) days advance written notice prior thereto.
- (e) The Lot Owners covenant and agree that no parking of any vehicles longer than 30 minutes shall be permitted in the Easement at any time for any reason; no activity shall be carried out in the Easement which will unreasonably interfere with its intended use for ingress and egress; and no structures will be erected or trees planted in the Easement.
- (f) The cost of repairing, replacing, maintaining, servicing, inspecting, and/or improving the Private Roadway Easement shall be borne by the Association.

7.2 Utility Easements. Developer hereby declares, creates and reserves easements over each Lot in the Subdivision for purposes of underground installation and maintenance of electric, gas, telephone, cable television lines, and such other utilities or lines and equipment as may be necessary or desirable to service Lots within the Subdivision ("Utility Easements"). The Utility Easements are shown on the Plat or on separate easement instruments recorded in the Office of the Waukesha County Register of Deeds. Developer further reserves the right to sign and record specific grants of easements to utilities or similar entities on standard terms and conditions, which easements

shall in all cases be located as described or reserved on the recorded plat for the Subdivision or on a separate easement document.

7.3 Landscape Easement. Developer hereby declares and reserves for the benefit of itself and its successors and assigns, including the Association, in perpetuity, a non-exclusive easement, over the areas depicted as "Landscape Easement" on the Final Plat, including the obligation, right and authority to enter upon the easement area solely to build, install, repair, replace, rebuild and maintain the landscaping. The Association shall maintain, repair, rebuild and replace such landscaping at its sole expense in compliance with the Landscape Plan prepared by Breezy Hill Nursery dated February 25, 2014 and revised on April 7, 2014 on file with the Village of Lannon ("Landscape Plan"). In addition, if any tree in the easement area is diseased, infested, damaged, dead or dying, the Association shall promptly remove and replace such tree.

7.4 Public Pedestrian and Bikeway Easement. Developer does hereby grant and convey a twelve (12) foot wide perpetual non-exclusive easement for the construction, operation, repair, replacement, and use over, beneath, and across Outlots 1 and 2 for purposes of pedestrian and bicycle ingress and egress, by the Lot Owners and public at large, to the Waukesha County Bugline Recreational Trail and S.T.H 74. Developer, the Association and Lot Owners agree not to permit, place, erect, construct or maintain any type of structure or obstacle of any kind of a permanent nature, except for the emergency access barrier and those improvements shown on the Landscape Plan, on the Easement Area. The cost of repairing, replacing, maintaining, servicing, inspecting, and/or improving the Public Pedestrian and Bikeway Easement shall be borne by the Association.

7.5 Street Tree Easement. Developer declares and covenants, a five (5) foot wide perpetual easement over and across the front of the Lots and Outlots, running from the front lot line a distance of five (5) feet into each Lot and Outlot for the sole purpose of planting, replanting, maintaining and preserving the street trees is hereby established. The area subject to the easement is depicted on the Plat as a 5' Wide Street Tree Easement. Each Lot Owner shall be responsible for planting the street tree(s) identified on the Landscape Plan within 12 months following issuance of a certificate of occupancy permit from the Village. The Lot Owner shall be responsible for the perpetual care and maintenance or removal and replacement of any street tree located within the

Easement on Lot Owner's Lot. If any street tree located within the Easement is, or shall become diseased, infested, damaged, dead or dying, the Lot Owner shall promptly remove such tree and replace it with a healthy tree that has a 2 ½" minimum diameter and 8' minimum height, of the same species that was removed and located in accordance with the approved Landscape Plan, except that the species of replacement tree may be changed with the express written approval of the Association.

7.6 Stormwater Facility Maintenance Easement. Developer hereby declares and reserves for itself, its successors, and assigns, forever, a non-exclusive easement and related covenants, for the benefit of Lot Owners and the Association, located on and over part of Lots 6, 7, 9, 10, 12, 13, 15-23, 25, 26, 29, 32-37 and 40-46 and all of Outlots 1 and 5 ("Easement Area") and depicted on the Plat as "Storm Sewer Easement", "20' Wide Storm Sewer Easement", or "Stormwater Drainage Easement" including the right and authority to use, operate, maintain and repair (including reconstruction) two detention/retention ponds and associated facilities, including but not limited to culverts, storm sewers, drainage ditches, other drainage facilities, tributary connections (referred to hereinafter in the aggregate as "Storm Water Facilities"). The Association, its successors and assigns, agrees to maintain, at its sole expense, the Storm Water Facilities constructed in the Easement Area according to the Stormwater Facilities Maintenance Agreement attached hereto as Exhibit D. The Association, its successors and assigns, agrees to assume all responsibility for the perpetual maintenance and repair of the Storm Water Facilities according to the same performance standards to which they were constructed, such that they accommodate the maximum potential volumes of flow through and within the subdivision development, and meet applicable performance standards for storage and release. Developer hereby grants the Association the right, in perpetuity, to enter the Easement Area, for the purposes of ingress and egress the ponds on Outlots 1 and 5 in a reasonable manner and at reasonable times, for the purpose of inspection of the installation and maintenance of the Storm Water Facilities.

7.7 Sanitary Sewer Easement. Developer hereby grants and dedicates unto the Village, a perpetual easement forever over and across all of Outlot 6 and a portion of Lots 23 and 24, as depicted on the Plat as "Sanitary Sewer Easement" and "20' Wide Sanitary Sewer Easement", for the

purpose of constructing, maintaining and repairing sewers or pipe lines necessarily or conveniently incident to the Village's general plan for sewage disposal with all of its necessary apparatus and appurtenances. Developer acknowledges that the construction, maintenance and repair of the sewer main thereof shall be the responsibility of the Village. Developer, Lot Owners and Association agree the Village shall have free access to the Easement Area at all times necessary or convenient, to go over and upon the Sanitary Sewer Easement land in order to perform any and all acts necessary or convenient for the Village to install, maintain, repair or reconstruct the public sanitary sewers or pipe.

7.8 Water Distribution Easement. Developer hereby grants unto the Village, forever, a non-exclusive easement over and across all of Outlot 6 and a portion of Lots 22 and 23, as depicted on the Plat, as "20' Wide Watermain Easement," for the purpose of installing, operating, maintaining, repairing, replacing and extending underground facilities, pipeline or pipelines with valves, hydrants, tieovers, main laterals and service laterals, together with all necessary and appurtenant underground equipment, as deemed necessary by the Village, for the transmission and distribution of water. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the easement area. Developer, Lot Owners and the Association covenant and agree that no structures, obstructions or impediments of whatever kind or nature, which will or might interfere with the full enjoyment and use of the rights herein granted, will be constructed, placed, granted or allowed within the said easement area except for that portion of the watermain located beneath the paved roadway and curb and gutter.

7.9 Recreational or Other Easements. Developer or its successors and assigns, including the Board of Directors of the Association, shall have the right to (i) grant easements upon, over, through and across (a) an Outlot controlled or owned by the Association or Lot Owners in common with one another or (b) Common Areas as may be required for or by any type of utility services, including but not limited to, cable television or master antenna service, which easements may be granted by or to the Association or its nominee as may be necessary for excavation and construction of any of the services to be provided by the easements; and (ii) grant easements, upon, over, through or across the Common Areas or an Outlot for ingress and egress to or from the Common Areas or an

Outlot or for recreational purposes across the Common areas provided such proposed use would not have a material adverse impact on the Common Areas or an applicable Outlot.

7.10 Vacant Lot Maintenance Easement. Before a Lot Owner builds a house and/or completes landscaping, the Lot Owner shall be responsible for maintaining the Lot by trimming weeds and grass to a height not exceeding twelve (12) inches. If the Lot Owner fails to trim the weeds and grass as required, the Lot Owner hereby authorizes and consents to the Association trimming the weeds and grass and charging the Lot Owner the actual cost to provide such service plus a 5% administrative fee. Developer hereby declares, creates and reserves a vacant lot maintenance easement to the Village granting the Village the right, but not the obligation, to enter upon any vacant Lot in the Subdivision in order to inspect, repair or restore any part of the Lot the Village deems necessary so that the Lot is in compliance with all applicable provisions of the Village of Lannon Municipal Code. A vacant Lot shall include any Lot that does not have an occupied principal dwelling unit that is used for single-family purposes at the time of inspection, repair or restoration. All actual costs, including professional fees and all other fees, as may be reimbursed pursuant to the applicable section of the Village of Lannon Municipal Code, incurred by the Village in exercising its right to inspect, repair or restore the Lot, shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid by such Lot Owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special assessment or a special charge by the Village.

7.11 Emergency Access Easement. Developer hereby grants unto the Village, its successors and assigns, forever, a non-exclusive easement over and across all of Outlot 2, as depicted on the Plat, as "Emergency Access Easement," for the purpose of providing an emergency access for municipal utility, fire, police and ambulance services.

ARTICLE 8. ASSOCIATION OF LOT OWNERS.

8.1 Homeowners' Association. The Developer has created a non-profit Wisconsin corporation known as Whispering Ridge Estates Owners Association, Inc., which corporation was formed for the purpose of maintaining the Subdivision roadways, storm water facilities, landscaping

and any other real estate for which the Association is responsible together with any other amenity that may be provided by the Developer or the Association from time to time. The Association shall assess the pro rata share of the costs of such maintenance and other expenses of operation of the Association against the individual Lot Owners, excluding the Lots owned by the Developer, in accordance with terms set forth in the Articles of Incorporation and Bylaws of the Association.

8.2 Membership and Voting. Each Lot Owner, whether one or more, shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of owners of the Lot (if more than one (1) the vote of a majority of the owners shall represent the vote of such Lot). Person(s) owning more than one (1) Lot shall have one (1) vote for each such Lot owned. Membership in the Association by a Lot Owner shall terminate at such time as such Owner sells or otherwise conveys or transfers such Lot.

8.3 Directors and Officers of the Association. The Developer shall have the right to appoint an initial board of up to three (3) directors of the Association. If not appointed by the Developer, the initial board, shall be elected by the Lot Owners. Whether appointed or elected, the directors shall serve as provided in the By-Laws. After the Developer has sold the final Lot in the Subdivision, subsequent directors will be elected or appointed as provided in the By-Laws of the Association. The officers of the Association will be elected annually by the Board of Directors.

8.4 Operating Budget. Commencing with the calendar year 2015 and for each year thereafter, the Association shall prepare and adopt an operating budget covering the period January 1st through December 31st of such year. The budget shall be prepared and adopted by the Board of Directors before the beginning of the subsequent year, and shall be mailed to each Lot Owner as soon as reasonably possible prior to the annual meeting of the Association. In accordance with the financial needs of the Association, all of the Lots, except those owned by the Developer, shall be subject to a general annual assessment, as contained in the annual budget, for the purposes of payment of costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment for taxes on any Association property, such as outlots, maintenance, repair, replacement and additions to subdivisions entrance monuments, roadway, landscaping, and storm water facilities, the maintenance obligations contained in the Cost

Sharing Agreement with the Whispering Ridge Condominium Owners, Inc., attached hereto as Exhibit C, and the cost of materials, management and supervision.

8.5 Tax Foreclosure. In the event Waukesha County or the Village acquires title to any Lot in the Subdivision through the foreclosure of a lien for delinquent taxes, the Association assessments pertaining to such Lot shall not be charged to Waukesha County or the Village of Lannon, but shall be paid by all remaining Lot Owners through increased assessments by the Association.

8.6 Maintenance of Common Areas. The Association shall at its cost maintain in good condition and repair and replace and operate all Common Areas, including all Outlots, easement areas and roadway in the Subdivision, except each Lot Owner shall be responsible for mowing and generally maintaining the ground area in any easement located on their Lot. If the Association fails to maintain the Common Areas or signage as provided herein, the Village or its authorized agent may perform the necessary maintenance. The Village may add the cost thereof to the tax bill for each Lot in proportion to the total number of Lots in the entire Subdivision and may file a lien against each Lot for the proportional amount due with the Clerk of Courts for Waukesha County in the same manner as a Condominium lien under Wisconsin law.

8.7 Ownership of Outlots. Each Lot shall have an appurtenant undivided interest in Outlots 1, 2, 5 and 6. The Developer shall retain ownership of Outlots 3 and 4. The numerator for the undivided interest shall be one and the denominator shall be the total number of Lots subject to these Protective Covenants. Each Lot shall be responsible for its proportional share of taxes assessed against the Outlots if the Association taxes are not otherwise paid; provided, however, that no Lot shall have an ownership interest in any portion of an Outlot that the Village owns. All deeds and other conveyances of any Lot shall be deemed to include such undivided interest in the Outlots expressed herein.

ARTICLE 9. MISCELLANEOUS

9.1 Disclaimer. Although the Developer is implementing these Protective Covenants with the intentions set forth above, the Developer makes no assurances, representations or guaranty

that the stated intentions of these Protective Covenants shall be achieved, or as to the ultimate value of Lots in Whispering Ridge Estates or as to any stability or increase in value as a result of the imposition of these Protective Covenants.

9.2 No Reversion of Title. No violation or breach of any covenant, condition, restriction or other term of these Protective Covenants shall cause a Lot Owner to lose title to a Lot.

9.3 Enforcement. Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of these Protective Covenants, either to restrain violation or to recover damages, or both. Any such action may be brought by the Association, any Lot Owner possessing a vote in the Association, the Developer or the Village. Enforcement of rules and regulations of the Association may also be accomplished pursuant to terms of the Association By-Laws. The Village shall have no obligation to enforce all or any portion of these Protective Covenants.

9.4 Severability. Invalidation of any of the provisions of these Protective Covenants by judgment or court order shall in no way affect any other provisions herein, which other provisions shall remain in full force and effect.

9.5 Binding Effect. These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the Developer, all Lot Owners and their heirs, successors, and assigns, and any party hereafter having any interest in any of the Lots in the Subdivision, for the full term of these Protective Covenants.

9.6 Applicable Laws. The Lot Owners are advised that they are subject to all rules, codes, regulations and ordinances of the Village, the County of Waukesha, the State of Wisconsin and the federal government and the same may be more restrictive than these Protective Covenants. In the event there is a conflict between the requirements of these restrictions and any provision of any Village, County, State or Federal law or regulation, the more restrictive shall apply.

9.7 Development Agreement. The Subdivision is subject to the Development Agreement By and Between The Village of Lannon and Whispering Ridge Estates, LLC on file with the Village Clerk of the Village of Lannon and recorded in the Waukesha County Register of Deeds.

SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE:

EXHIBIT A

Legal Description

Whispering Ridge Estates

All that part of Lot 100 of Certified Survey Map No. 10584, recorded in the Office of the Register of Deeds for Waukesha County on August 22, 2008 in Volume 101 of Certified Survey Maps at pages 241 through 250 inclusive, as Document No. 3594929, being part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 19, Town 8 North, Range 20 East, in the Village of Lannon, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 19; Thence North 00°19'34" East and along the West line of the said Northwest 1/4 Section, 724.01 feet to a point; Thence South 79°46'27" East and along the Northerly line of said Lot 100 and the Westerly extension thereof, 462.00 feet to a point; Thence North 27°33'08" East and along the Northwesterly line of said Lot 100, 80.624 feet to the place of beginning of lands hereinafter described;

Continuing thence North 27°33'08" East and along the said Northwesterly line, 773.416 feet to a point; Thence North 57°23'30" East and along the said Northwesterly line, 424.72 feet to a point on the South Right-of-Way line of the "Waukesha County Bugline Recreational Trail"; Thence North 88°23'33" East and along the said South Right-of-Way line, 65.39 feet to a point; Thence South 35°47'36" East and along the Northeasterly line of said Lot 100, 1097.41 feet to a point on the Northwesterly Right-of-Way line of "Main Street" (S.T.H. "74"); Thence South 54°12'24" West and along the said Northwesterly Right-of-Way line, 200.00 feet to a point; Thence North 35°47'36" West and along the Southeasterly line of said Lot 100, 383.00 feet to a point; Thence South 54°12'24" West and along the said Southeasterly line, 205.00 feet to a point; Thence South 35°47'36" East and along the said Southeasterly line, 200.00 feet to a point; Thence South 54°12'24" West and along the said Southeasterly line, 92.00 feet to a point; Thence South 35°47'36" East and along the said Southeasterly line, 183.00 feet to a point on the said Northwesterly Right-of-Way line of said "Main Street" (S.T.H. "74"); Thence South 54°12'24" West and along the said Northwesterly Right-of-Way line, 362.035 feet to a point; Thence North 35°47'36" West, 70.75 feet to a point; Thence North 13°39'11" West, 57.74 feet to a point; Thence North 14°24'56" East, 17.89 feet to a point; Thence North 75°35'04" West, 130.46 feet to a point; Thence North 14°24'56" East, 134.80 feet to a point of curvature; Thence Northeasterly 89.72 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 200.00 feet, whose central angle is 25°42'11", and whose chord bears North 27°16'02" East, 88.97 feet to a point; Thence North 49°52'52" West, 192.78 feet to a point; Thence South 52°11'33" West, 62.97 feet to a point; Thence South 12°44'55" West, 156.84 feet to a point; Thence North 77°15'05" West, 52.11 feet to a point; Thence North 64°58'35" West, 376.03 feet to the point of beginning of this description.

Said Parcel contains 927,392 Square Feet (or 21.2900 Acres) of land, more or less.

EXHIBIT B

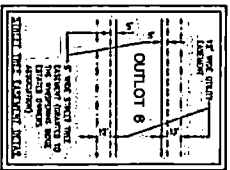
Whispering Ridge Estates Final Plat

(Attached)

Certified JUNE 27TH, 2011
Renee M. Jones
 Department of Administrative Management


[illegible]

BEING A REDIVISION OF PART OF LOT 100 OF CERTIFIED SURVEY MAP NO. 10384, BEING LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4

[illegible]

12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: 608/786-1400

SCALE: 1" = 60'

0 60 120

SHEET 1 OF 4

There are no objections to this plan with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified JUNE 27TH, 2014

Renée M. Ponder
Department of Administration

WHISPERING RIDGE ESTATES

BEING A REDIVISION OF PART OF LOT 100 OF CERTIFIED SURVEY MAP NO. 10554, BEING LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF LAMON, WAUKESHA COUNTY, WISCONSIN.

WAUKESHA COUNTY BUGLINE RECREATIONAL TRAIL

ACCESS RESTRICTION CLAUSE (S.T.M. 74) PER s. TRANS 233.05 (1)

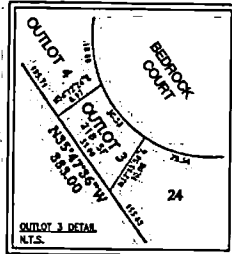
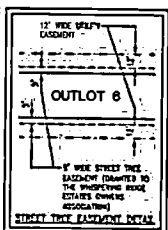
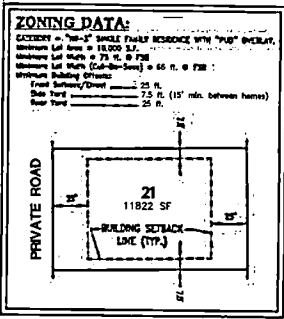
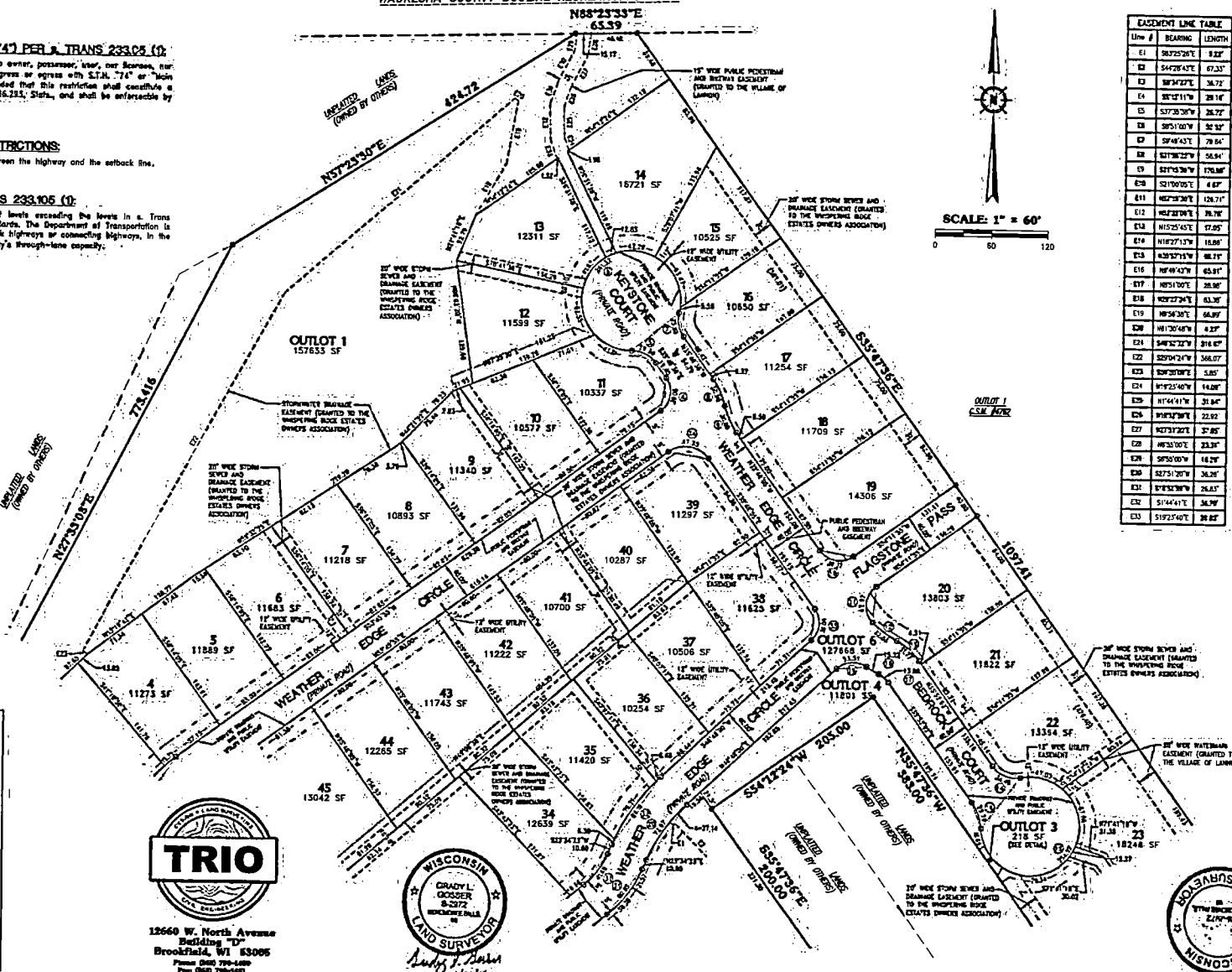
As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, or licensee, nor other person shall have any right of direct vehicular ingress or egress onto S.T.M. 74 or "Main Street", as shown on this Plan, it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s. 236.22, Stats., and shall be enforceable by the Department of Transportation.

HIGHWAY TRANS. 233.08 SETBACK RESTRICTIONS:

There shall be no improvements or structures placed between the highway and the setback line.

NOISE LEVEL RESTRICTION PER s. TRANS 233.105 (1):

The lots of this land division may experience noise at levels exceeding the levels in s. Trans 423.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for shifting noise levels from existing state trunk highways or connecting highways, in the absence of any increases by the Department in the highway's through-lane capacity.



EASEMENT LINE	LENGTH
E1	58725787E 8.22'
E2	54725787E 87.33'
E3	58725787E 36.72'
E4	58725787E 28.16'
E5	53725787E 26.72'
E6	58725787E 32.52'
E7	58725787E 28.54'
E8	53725787E 56.54'
E9	53725787E 176.88'
E10	53725787E 4.67'
E11	58725787E 126.71'
E12	58725787E 78.76'
E13	51525787E 17.25'
E14	51525787E 15.86'
E15	53725787E 88.71'
E16	58725787E 45.81'
E17	58725787E 28.82'
E18	58725787E 43.36'
E19	58725787E 66.89'
E20	51525787E 4.27'
E21	54725787E 316.67'
E22	53725787E 546.07'
E23	58725787E 5.85'
E24	58725787E 14.08'
E25	51525787E 31.84'
E26	58725787E 22.92'
E27	58725787E 27.85'
E28	58725787E 23.37'
E29	58725787E 16.72'
E30	53725787E 36.26'
E31	58725787E 26.67'
E32	51525787E 36.99'
E33	51525787E 38.87'



12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 790-1880
Fax (262) 790-2422



BEING A REMOVAL OF PART OF LOT 100 OF SCHEIDT SURVEY MAP NO. 19524, BEING LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHWEST 1/4 OF SECTION 14, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF LAMONA, WAUSAU COUNTY, WISCONSIN.

WAUKESHA COUNTY BUGLINE RECREATIONAL TRAIL

By approval of this plat, the Village of Lannon hereby releases its rights to that portion of the Existing 40' wide Roadway and Utility Easement over the subject Plat and as described and shown on Certified Survey Map No. 10052 and Certified Survey Map No. 10504.

IN WITNESS WHEREOF, the said Village of Lanes has caused these presents to be signed
by David E. Nagler its President, and Brendt M. Menter its Village Clerk,
[Signature] [Signature]
Brendt Menter
Witness on this July day of 2014

Whitneying Ridge Estates is subject to a Cattle Grazing Agreement with the Whitneying Ridge Cattlebrand Owners Association. Said Cattle Grazing Agreement supplements all other Easements Agreements recorded in the Cattlebrand Owners Office at Goodfellow, Kentucky, and Easements for Whitneying Ridge Cattlebrand Owners, as developed and agreed to by said Owners for the Village of Landon and Whitneying Ridge Cattlebrand Owners, LLC, including all Amendments thereto, and the Cattlebrand Pct of Survey Whitneying Ridge Cattlebrand Owners of Landon, Washington County, Wisconsin.

An essential for electric, nuclear, gas, and communications services is hereby granted by
WYOMING ROCK STATES, LLC, Center to
WYOMING ELECTRIC POWER COMPANY, a Missouri corporation doing business as Wy. Energy, Center
WYOMING TEL. INC., 400/400 N.E. Missouri, a Missouri Corporation, Omaha, and
THE UNITED ENTERPRISES COMPANY, U.S. Omaha

The great oil and lobbying giant has been in the lobby, in court and in the streets, and it has been successful. The industry has been able to keep its profits high and its taxes low, and it has been able to keep its political influence high. The industry has been able to keep its political influence high, and it has been able to keep its political influence high.



REVISÉD THIS 10TH DAY OF JUNE, 2014
DATED THIS 21ST DAY OF APRIL, 2014

6/10/94

SHEET 3 OF 4

12660 W. North Avenue
Building "D"
Brookfield, WI 53005

1-800-750-1467
1-800-750-1467

BEING A REDUCTION OF PART OF LOT 100 OF CERTIFIED SURVEY MAP NO. 10504, BEING LOCATED IN A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF LARSON, WAUKESHA COUNTY, WISCONSIN.

STATE OF WISCONSIN)

I, Cecily L. Gosser, Registered Land Surveyor, do hereby certify:

[illegible][illegible]

The sketch maps a current representation of all the exterior boundaries of the land surveyed and the land of others adjoining the same.
 I have fully complied with the provisions of Chapter 232 of the Statutes of the State of Wisconsin and the provisions of the Writings of Leveaux in surveying, dividing and mapping the same.
 Dated this 21st day of April so 1st.
 Reused: 6/10/14

David L. Brown - - -
 Grocy L. Brown, RLS
 Registered Land Surveyor, S-2572
 1715 ENCORE, LLC
 12650 W. North Avenue, Building "D"
 Brookhills, AL 35005
 Phone: (202)790-1440 Fax: (202)790-1465

There are no objections to this plan with respect to
a. 216.14, 226.14, 236.29 and 226.21 (1) and (2) W.R.
Stake as provided by a. 235.12 W.R. Stake.
Certified JUNE 27th, 2014
Ronald D. Doty
Department of Administration




11660 W. North Avenue
Building "D"
Brookfield, WI 53005

STATE OF WISCONSIN)
_____)

I, James E. Kneen, being duly sworn, qualified and acting Treasurer of the County of Wolfeboro, do hereby certify that the records in my office show no unclaimed trust sales and no unpaid taxes or special assessments on any of this STATE, 20 14 on any of the land included in the list of "WOLFEBORO TOWN ESTATES".

Dated this 14th Day of June, 20 14.

Donald F. Flores
Donald F. Flores, County Treasurer

STATE OF INDIANA) ss:

According to his records in my office, there are no unpaid taxes or unpaid assessments as of this 17 day of July, 20 14, on any of the land included in the Roll of "WATERFORD ROAD" ESTATES.

Dated this 17 day of July, 20 14.

Brenda Klemmer
Brenda Klemmer, Village Treasurer

•

Brenda Kinner
Brenda Kinner, Village Clerk

CORPORATE OWNERS CERTIFICATE OF DEDICATION:

IMPROVING RESULTS

Witness the hand and seal of said Owner this 17 day of July 2014

WINDYBROOK ESTATES, LLC
MILWAUKEE, WI

Walt Korybenter, Co-Managing Member

[illegible]

Paula
Tad Reader
Phone Number: 267-222-
Public Relations / Community
by Commission Expires 11/1/2016

EXHIBIT C

Cost Sharing Agreement with Whispering Ridge Condominium Owners Association, LLC

(Attached)

**Electronically Recorded
4087834**

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 07/07/2014 1:34:39 PM
Total Fee: \$30.00 Page(s): 11
Transfer Tax: \$0.00

Document Number

**COST SHARING AGREEMENT
SUPPLEMENTING PRIOR MAINTENANCE
AGREEMENTS FOR
WHISPERING RIDGE CONDOMINIUM
AND ITS EXPANSION AREA**

Recording Area

Drafted By and
RETURN TO: Attorney John U. Schneider
1254 West Boulevard
Racine, WI. 53405

COST SHARING AGREEMENT

Document Number:

Recording Area

RETURN TO: Attorney John U. Schneider
1254 West Boulevard
Racine, Wisconsin 53405

This Cost Sharing Agreement ("Agreement") is entered into by and between WHISPERING RIDGE CONDOMINIUM OWNERS ASSOCIATION, INC. ("Association") and WHISPERING RIDGE ESTATES, LLC ("WRE") as of the 23rd day of April, 2014.

RECITALS:

A. The Association is a nonprofit corporation incorporated under the laws of Wisconsin. The Association is the managing body for the owners of the individual condominium units in Whispering Ridge Condominium (the "Condominium") located in the Village of Lannon, County of Waukesha, State of Wisconsin, and is responsible for the maintenance, repair and replacement of various portions of the Condominium as more fully set forth in the Declaration and Bylaws of the Association, and has the authority to enter into this Agreement.

B. WRE is a limited liability company organized under the laws of the State of Wisconsin for the purposes of land development, and has the authority to enter into this Agreement.

C. The Condominium was originally platted and declared as part of a larger parcel of land owned by Whispering Ridge Group, LLC (the "Original Developer") consisting of 34.7321 acres located in the Village of Lannon, Waukesha County, Wisconsin (the "Property"). The Declaration of Condominium and Condominium Plat (the "Condominium Documents") submitted and subjected 12.7142 acres of the Property, as described on Exhibit B, attached hereto and incorporated herein, ("Phase 1") to the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes (the "Act"). The Original Developer reserved the right to submit and subject to the Act, as a future phase of the Condominium, the balance of the Property consisting of 22.0179 acres of land, as described in Exhibit C, attached hereto and incorporated herein (the "Future Expansion Area"). The Condominium Documents were never amended to add the Future Expansion Area to the Condominium, and the Future Expansion Area is not a part of the Condominium.

D. Phase 1 of the Condominium has been improved for the ultimate construction of 76 residential condominium units, with privately owned roadways, storm water facilities, landscaping, street lighting, and publicly owned sanitary sewers and water mains.

E. WRE has entered into a contract to purchase the Future Expansion Area. The land being purchased will not be added to the Condominium, but will be developed as a separate Planned Unit Development consisting of 48 single family residential lots (the "New PUD").

F. Upon completion of the New PUD, the Condominium will include 61% of the total residential units developed on the Property, but only 36.6% of the land and the New PUD will include 39% of the total residential units developed on the Property, but 63.4% of the land.

G. Various improvements previously constructed by the Original Developer on the Property benefit both Phase 1 and the Future Expansion Area. It is the intention of the Association and WRE that the use and maintenance of these improvements be shared by Condominium unit owners and the owners of residential lots within the New PUD. The various improvements to be shared are herein referred to as the "Shared Improvements" and shall consist of only those items specifically set forth in this Agreement to be shared.

H. The Development Agreement executed by The Village of Lannon and the Original Developer dated August 8, 2005, and all amendments thereto (together the "Development Agreement"), is incorporated herein by reference and defines certain rights, responsibilities and obligations with respect to the Property. The Development Agreement defines the responsibility of the Original Developer for the construction of improvements on the Property, including the Shared Improvements, and provides for the future maintenance of those improvements. Maintenance obligations with respect to the Shared Improvements have been transferred from the Original Developer to the Association.

I. A portion of the private roadways located within the Property will be shared by Phase 1 and the New PUD. The shared roadways ("Shared Roadways") include Whispering Boulevard; that part of South Weather Edge Circle located northeast of Whispering Boulevard to the southwest property line of Lot 32 Whispering Ridge Estates extended; and that part of Outcropping Court located west of South Weather Edge Circle. (All as highlighted on Exhibit A, a copy of which is attached hereto.

J. The storm water from Phase 1 currently drains to a storm water piping system and the surface water system which is located on the Future Expansion Area (together "Storm Water Facilities").

K. The sanitary sewer and water systems, including all piping which serve Phase 1 and which will serve the New PUD, have been dedicated to the Village of Lannon and are currently public systems. Maintenance of these systems is not included as part of this Agreement. However, if WRE alters any property in Phase 1 for any reason, including to hook into any water or sewer system on Phase 1 property, then WRE shall pay all of the costs of replacing the Phase 1 property back to its original condition.

L. WRE is purchasing the Future Expansion Area for development of the New PUD and will execute a new development agreement with the Village of Lannon regarding that project. Other than as specifically set forth herein with respect to shared maintenance, WRE is not assuming any obligations of the Original Developer under the Development Agreement or the Condominium Documents.

M. The New PUD will be managed by an owner's association. Upon completion of the New PUD, WRE will assign its rights and obligation under this Agreement to the New PUD owner's association.

AGREEMENTS:

NOW THEREFORE, for valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true, correct and complete and are incorporated into this Agreement by reference.

2. Landscaping. The Association shall maintain and pay for the maintenance of the entrance landscaping and monuments located within and adjacent to Whispering Boulevard right-of-way ("Landscaping"). Annually, the Association shall establish a budget for the Landscaping by December 1st of each year, beginning December 1, 2014, for the following year. WRE, or its assigns, shall reimburse the Association for 50% of the maintenance costs for the Landscaping. The Association shall bid and pay for the maintenance of the Landscaping separately from all other Phase 1 maintenance. If the Landscaping requires repair or replacement, WRE or its assigns shall reimburse the Association for 50% of the total cost of repair or replacement. Any required landscape maintenance for the area located northeast of Whispering Boulevard along STH 74 shall be provided by WRE or its assigns at their sole cost. Any required landscape maintenance for the area located southwest of Whispering Boulevard along STH 74 shall be provided by the Association at its sole cost. The areas of responsibility are shown on the map which is attached as **Exhibit A**. WRE, and its assigns, shall have no obligation with respect to maintenance, repair or replacement of any swimming pool or clubhouse landscaping, which improvements are the sole responsibility of the Association.

3. Storm Water Facilities. WRE, or its assigns, at its sole cost, may add to or modify the existing Storm Water Facilities located in the Future Expansion Area as necessary to provide adequate conveyance and detention of storm water from the New PUD according to the Village of Lannon and Wisconsin DNR requirements. Upon completion of the Storm Water Facilities which serve the New PUD, WRE, or its assigns, shall maintain the Storm Water Facilities and pay for the cost of said maintenance. On an annual basis, the Association shall reimburse WRE or its assigns for 50% of the maintenance, repair or replacement costs for the Storm Water Facilities.

4. Berm. WRE, or its assigns, at its sole expense, shall maintain the two berms which are currently located on the northwest side of the Future Expansion Area between the proposed large storm water pond and the Halquist Stone property and along Main Street, northeast of Whispering Boulevard.

5. Shared Roadways. The Association shall maintain, repair and replace the Shared Roadways, including snow plowing. Annually, the Association shall establish a budget for the Shared Roadways by December 1st of each year, beginning December 1, 2014, for the following year. WRE, or its assigns, shall reimburse the Association for 50% of the maintenance, repair and replacement costs for the Shared Roadways.

6. Street Lights. The Association shall pay for the maintenance of the street lights as required by the Development Agreement. At least annually, WRE, or its assigns, shall reimburse the Association for 50% of the maintenance costs for street lights along the Shared Roadways. If the street lights along the Shared Roadways require replacement, WRE, or its assigns, shall reimburse the Association for 50% of the total cost of replacement.

7. Snow Removal. WRE, or its assigns, and the Association agree to jointly bid for snow removal services for the Condominium and the New PUD. Phase 1, the Shared Roadways and the New PUD shall each be bid as separate line items on the same bid.

8. Payment of Shared Costs. The cost sharing provisions of this Agreement shall commence on January 1, 2015. Payment for the shared costs described herein shall be due quarterly, based on the budget of the paying party during the year, commencing on March 31, 2015. Each year a reconciliation of the actual expenses to the budget shall be prepared on or before the last day of February of the following year, with the reconciliation payment by March 31st so that the actual amount paid matches the proportionate amounts set forth in this Agreement.

9. Default and Remedies. Any payment not made when due shall be charged a late fee of 10% of the amount of the payment and interest at the compound rate of 1% per month. To secure any amount past due, a lien may be filed against the non-paying party under section maintenance lien section of the Wisconsin Statutes - §779.70 Wis. Stat. In the event of any breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees.

10. Temporary Construction Access. WRE, or its assigns, shall make an application to the Wisconsin Department of Transportation ("WISDOT") for a temporary construction access permit from STH 74 to the cul-de-sac located on the northeast side of the Future Expansion Area. To the extent permitted by WISDOT, WRE, and its assigns, agrees to restrict all construction access to the Future Expansion Area to the proposed temporary access point, until such time as the New PUD site improvements have been completed. To the extent possible, WRE, and its assigns, agrees to restrict home construction traffic, larger than a Class 4 medium duty delivery truck, to the Future Expansion Area to the proposed temporary access point, until such time as all homes are finished being constructed. In the event WRE or its assigns obtains access to the Future Expansion Area other than over the Shared Roadway, WRE shall make all efforts to use that new access and NOT the Shared Roadway. WRE and Association acknowledge that some construction traffic will utilize the Shared Roadway. WRE, or its assigns, shall be solely responsible for repairing any damages to the Shared Roadway that occurred during the construction period, unless WRE can prove that neither WRE nor the construction vehicles or traffic caused the damage, in which case, both the Association and WRE shall pay 50% of the cost to repair the Shared Roadway.

11. Status Of Future Expansion Area. The Association agrees that the Future Expansion Area is separately owned and is not currently part of Phase 1 or the Condominium. Neither the Association, nor its members have any ownership interest in, or right to control, the Future Expansion Area. Neither the Association, nor its members or members' mortgagees, will be required or obligated to execute any documents approving the development of the Future Expansion Area or the New PUD. WRE, or its assigns, will negotiate and execute a new development agreement with the Village of Lannon for development of the New PUD on the Future Expansion Area at no cost to the Association.

12. Attorney Review. Each party has had the opportunity to review this Agreement with legal counsel, and, after such review the parties affirm their satisfaction with terms of this Agreement and specifically with the provisions relating to the sharing of maintenance obligations and costs.

13. Parties Bound. This Agreement binds, and is fully enforceable by and against, the parties and their respective successors and assigns.

14. Governing Law. This Assignment shall be interpreted according to and governed by the internal laws of the State of Wisconsin.

15. Invalid Provisions. If any provision of this instrument is proven to be illegal or unenforceable, it shall be deemed modified to the minimum extent and for the minimum amount of time necessary to eliminate the illegality or unenforceability.

16. Authority. Each party warrants that it has the power and authority to enter into this Cost Sharing Agreement.

17. Counterparts and Electronic Signatures. This Agreement may be signed in counterparts and PDF, facsimile or electronic signatures shall be treated as originals.

Dated as of the date set forth above.

**WHISPERING RIDGE CONDOMINIUM
OWNERS ASSOCIATION, INC.**

By: Robert N. Schmal
President

At: George Smith
Secretary

Whispering Ridge Estates, LLC

By: Wolf Komdoerfer
Wolf Komdoerfer, Co-Managing Member

By: Mike Kaerek
Mike Kaerek, Co-Managing Member

ACKNOWLEDGMENTS

STATE OF WISCONSIN

COUNTY OF Waukesha

ss:

This instrument was acknowledged before me this 30 day of April, 2014, by
Robert Schraml and Jennifer Smith as, respectively,
President and Secretary of Whispering Ridge Condominium Owners Association, Inc.



Brenda Klemmer
Notary Public - State of Wisconsin
My commission expires: 5/10/14

STATE OF WISCONSIN

COUNTY OF RACINE

ss:

This instrument was acknowledged before me this 29th day of April, 2014, by
Wolf Korndorfer as Co-Managing Member of Whispering
Ridge Estates, LLC.

SEAL

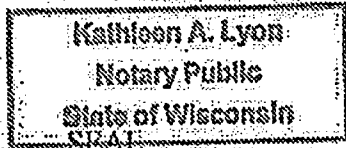
Anne Krasnowski
* Anne Krasnowski
Notary Public - State of Wisconsin
My commission expires: 1-22-2017

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE)

ss.

This instrument was acknowledged before me this 22nd day of April, 2014, by
Mike Kaerek as Co-Managing Member of Whispering Ridge
Estates, LLC.



Kathleen A. Lyon
Kathleen A. Lyon
Notary Public - State of Wisconsin
My commission expires: Sept. 3, 2017

This instrument was drafted by:
Attorney John U. Schneider
1254 West Boulevard
Racine, Wisconsin 53405
(262) 634-6010

EXHIBIT A

WHISPERING RIDGE
CONDOMINIUM

STH 74

- LEGEND
- ① - SHARED LANDSCAPE MAINTENANCE
 - ② - AREA MAINTAINED BY GREAT BAY
 - ③ - AREA MAINTAINED BY ASSOCIATION

POND

LEGEND &
PROPOSED
ACCESS DRIVE
ESSENTIAL
FOR ADJ. PLOT
RIGHT-OF-WAY

Exhibit B

Legal Description of Phase 1

All that part of Lot 1 of Certified Survey Map No. 10052 recorded in Volume 94 of Certified Survey Maps on Pages 118-126 as Document No. 3300056 being a part of the Southwest Quarter (SW ¼), Northwest Quarter (NW ¼), Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19; Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of the Northwest Quarter (NW ¼) of Section 19; thence North 00°19'34" East along the west line of said Northwest Quarter (NW ¼) 724.01 feet; thence South 79°46'27" East along the north line of lands described in Document No. 269423, 214.50 feet to the place of beginning of the lands hereinafter described; thence continuing South 79°46'27" East 247.50 feet; thence North 27°33'08" East 80.624 feet; thence South 64°58'35" East 376.033 feet; thence South 77°15'05" East 240.114 feet; thence South 14°24'56" West 104.076 feet; thence South 75°35'04" East 130.461 feet; thence South 14°24'56" West 17.890 feet; thence South 13°39'11" East 57.741 feet; thence South 35°47'36" East 70.746 feet to the northerly right of way line of W. Main Street (S.T.H. "74"); thence South 54°12'24" West along said northerly right of way line 540.415 feet; thence North 35°47'36" West 210.00 feet along the east line of lands described in Document No. 2493528; thence South 54°12'24" West 455.94 feet along the north line of lands described in Document No's 2493528, 287420 and 287419; thence North 0°19'34" East 225.21 feet; thence North 79°46'27" West 81.91 feet along north line of lands described in Document No. 2074905; thence North 0°19'34" East parallel to the west line of the Northwest Quarter (NW ¼) 621.26 feet and being the east line of lands described in Document No. 269423 to the place of beginning. Containing a net area of 12.7142 acres or 553,834 square feet.

Exhibit C

Legal Description of the Future Expansion Area

Being a redivision of a part of Lot 100 of Certified Survey Map No. 10584, recorded in the Office of the Register of Deeds for Waukesha County on August 22, 2008 in Volume 101 of Certified Survey Maps at pages 241 through 250 inclusive, as Document No. 3594929, being part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 19, Town 8 North, Range 20 East, in the Village of Lannon, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 19; Thence North 00°19'34" East and along the West line of the said Northwest 1/4 Section, 724.01 feet to a point; Thence South 79°46'27" East and along the Northerly line of said Lot 100 and the Westerly extension thereof, 462.00 feet to a point; Thence North 27°33'08" East and along the Northwesterly line of said Lot 100, 80.624 feet to the place of beginning of lands hereinafter described;

Continuing thence North 27°33'08" East and along the said Northwesterly line, 773.416 feet to a point; Thence North 57°23'30" East and along the said Northwesterly line, 424.72 feet to a point on the South Right-of-Way line of the "Waukesha County Bugline Recreational Trail"; Thence North 88°23'33" East and along the said South Right-of-Way line, 65.39 feet to a point; Thence South 35°47'36" East and along the Northeasterly line of said Lot 100, 1097.41 feet to a point on the Northwesterly Right-of-Way line of "Main Street" (S.T.H. "74"); Thence South 54°12'24" West and along the said Northwesterly Right-of-Way line, 200.00 feet to a point; Thence North 35°47'36" West and along the Southeasterly line of said Lot 100, 383.00 feet to a point; Thence South 54°12'24" West and along the said Southeasterly line, 205.00 feet to a point; Thence South 35°47'36" East and along the said Southeasterly line, 200.00 feet to a point; Thence South 54°12'24" West and along the said Southeasterly line, 92.00 feet to a point; Thence South 35°47'36" East and along the said Southeasterly line, 183.00 feet to a point on the said Northwesterly Right-of-Way line of said "Main Street" (S.T.H. "74"); Thence South 54°12'24" West and along the said Northwesterly Right-of-Way line, 362.035 feet to a point; Thence North 35°47'36" West, 70.75 feet to a point; Thence North 13°39'11" West, 57.74 feet to a point; Thence North 14°24'56" East, 17.89 feet to a point; Thence North 75°35'04" West, 130.46 feet to a point; Thence North 14°24'56" East, 134.80 feet to a point of curvature; Thence Northeasterly 89.72 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 200.00 feet, whose central angle is 25°42'11", and whose chord bears North 27°16'01.5" East, 88.97 feet to a point; Thence North 49°52'52" West, 192.78 feet to a point; Thence South 52°11'33" West, 62.97 feet to a point; Thence South 12°44'55" West, 156.84 feet to a point; Thence North 77°15'05" West, 52.11 feet to a point; Thence North 64°58'35" West, 376.03 feet to the point of beginning of this description.

Said Parcel contains 927,392 Square Feet (or 21.2900 Acres) of land, more or less.

EXHIBIT D

Storm Water Facilities Maintenance Agreement

(Attached)

K:\PROJECTS\Lannon-Whispering Ridge\Legal\Covenants\Protective Covenants-Whispering Ridge Estates Final.doc

STORM WATER FACILITIES MAINTENANCE AGREEMENT

This Agreement, made and entered into this 21st day of MAY, 2014, by and between Whispering Ridge Estates, LLC, a Wisconsin Limited Liability Company, hereinafter called the "Developer" and the Village of Lannon, a municipal corporation in the County of Waukesha, State of Wisconsin, hereinafter called the "Village".

RECITALS:

- A. Developer is the owner and holder of record title to Whispering Ridge Estates, a forty eight (48) lot single family residential development, located in the Village of Lannon, Waukesha County, Wisconsin ("Development"), more particularly described on Exhibit A attached hereto ("Property").
- B. The Development provides for on-site Storm Water Facilities located on Outlots 1 and 5 that require to be maintained to perform as designed and approved by the Village.
- C. The Village requires Developer to record this Storm Water Facilities Maintenance Agreement ("Agreement") in the Waukesha County Register of Deeds.
- D. The Village requires that on-site storm water management practices be constructed and adequately maintained by Developer and Whispering Ridge Estates Owners Association ("Association"), in accordance with that certain Development Agreement by and between Whispering Ridge Estates, LLC and the Village of Lannon entered into on MAY 23, 2014 ("Development Agreement").

This space is reserved for recording data

Return to:

Ben Wood
Strand Associates, Inc.
126 N. Jefferson Street, Suite 350
Milwaukee, WI 53202

PN # _____

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Inspection and Maintenance Responsibility. Developer and Association shall be jointly and severally responsible, in accordance with the Development Agreement, to inspect, repair and maintain, at their sole cost and expense, the Storm Water Facilities located within the Development to comply with all applicable laws, ordinances and regulations which require that the Storm water Facilities be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year.
2. Inspection and Maintenance Requirements. The Developer and/or Association shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all berms, structures, improvements, access easements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions. The storm water maintenance and inspection requirements attached to this Agreement as Exhibit B and by this reference made a part hereof shall be used for the purpose of defining the general maintenance and inspection requirements of the Storm Water Facilities.
3. Village Inspection. The Developer, its successors and assigns, hereby grants permission to the Village, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities. The purpose of inspection is to provide periodic review by Village staff, to investigate reported deficiencies and/or to respond to citizen complaints. The Village shall provide the Owner and/or Association with copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Village Engineer.
4. Village Completion of Work. If Developer and/or Association fails to maintain or perform corrective action of the Storm Water Facilities in good working condition acceptable to the Village and does not perform the required corrective actions in a time as established by the Village Engineer, then Village may perform the corrective actions identified in the inspection report and assess the Developer and/or owners of the lots for the cost of such work. If the facilities are located on an outlot owned collectively by a homeowners association, the Village may specially charge each member of the Association according to the ownership interest in the facilities located on the property pursuant to Wisconsin Statutes Section 66.0627. It is expressly understood and agreed that the Village is under no obligation to routinely maintain or repair said Storm Water Facilities and in no event shall this Agreement be construed to impose any such obligation on the Village.

5. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is filed of record with the Register of Deeds Office for Waukesha County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Waukesha County, Wisconsin, a written instrument of termination signed by all parties bound hereby.
6. Miscellaneous.

- (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: Whispering Ridge Estates, LLC
 Attn: Mike Kaerek
 11600 W. Lincoln Avenue
 West Allis, WI 53227

If to City: Village of Lannon
 Attn: Village Clerk
 20399 W. Main Street
 PO Box 456
 Lannon, WI 53046

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (f) Indemnity. This Agreement imposes no liability of any kind whatsoever on the Village and the Developer, successors and assigns, agrees to indemnify and hold the Village harmless from any liability in the event the Storm Water Facilities fail to operate properly.

Signatures are located on the following page.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 21ST day of MAY, 2014.

Developer: Whispering Ridge Estates, LLC

By: [Signature]
By: Wolf Korndoefer, Co-Managing Member

By: [Signature]
By: Mike Kaerek, Co-Managing Member

STATE OF WISCONSIN)
COUNTY)) SS

Personally came before me this 21st day of May, 2014, the above named Wolf Korndoefer, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity intended.

[Signature]
Notary Public, State of Wisconsin
My Commission Expires: 1-22-2017

STATE OF WISCONSIN)
WAUKESHA COUNTY)) SS

Personally came before me this 21st day of MAY, 2014, the above named Mike Kaerek, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity intended.

[Signature]
Notary Public, State of Wisconsin
My Commission Expires: 9/19/17

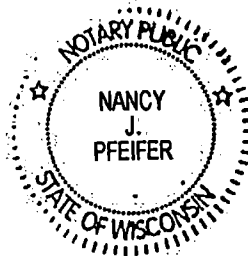


EXHIBIT A
Legal Description of Property

Being a redivision of a part of Lot 100 of Certified Survey Map No. 10584, recorded in the Office of the Register of Deeds for Waukesha County on August 22, 2008 in Volume 101 of Certified Survey Maps at pages 241 through 250 inclusive, as Document No. 3594929, being part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 19, Town 8 North, Range 20 East, in the Village of Lannon, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 19; Thence North 00°19'34" East and along the West line of the said Northwest 1/4 Section, 724.01 feet to a point; Thence South 79°46'27" East and along the Northerly line of said Lot 100 and the Westerly extension thereof, 462.00 feet to a point; Thence North 27°33'08" East and along the Northwesterly line of said Lot 100, 80.624 feet to the place of beginning of lands hereinafter described;

Continuing thence North 27°33'08" East and along the said Northwesterly line, 773.416 feet to a point; Thence North 57°23'30" East and along the said Northwesterly line, 424.72 feet to a point on the South Right-of-Way line of the "Waukesha County Bugline Recreational Trail"; Thence North 88°23'33" East and along the said South Right-of-Way line, 65.39 feet to a point; Thence South 35°47'36" East and along the Northeasterly line of said Lot 100, 1097.41 feet to a point on the Northwesterly Right-of-Way line of "Main Street" (S.T.H. "74"); Thence South 54°12'24" West and along the said Northwesterly Right-of-Way line, 200.00 feet to a point; Thence North 35°47'36" West and along the Southeasterly line of said Lot 100, 383.00 feet to a point; Thence South 54°12'24" West and along the said Southeasterly line, 205.00 feet to a point; Thence South 35°47'36" East and along the said Southeasterly line, 200.00 feet to a point; Thence South 54°12'24" West and along the said Southeasterly line, 92.00 feet to a point; Thence South 35°47'36" East and along the said Southeasterly line, 183.00 feet to a point on the said Northwesterly Right-of-Way line of said "Main Street" (S.T.H. "74"); Thence South 54°12'24" West and along the said Northwesterly Right-of-Way line, 362.035 feet to a point; Thence North 35°47'36" West, 70.75 feet to a point; Thence North 13°39'11" West, 57.74 feet to a point; Thence North 14°24'56" East, 17.89 feet to a point; Thence North 75°35'04" West, 130.46 feet to a point; Thence North 14°24'56" East, 134.80 feet to a point of curvature; Thence Northeasterly 89.72 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 200.00 feet, whose central angle is 25°42'11", and whose chord bears North 27°16'01.5" East, 88.97 feet to a point; Thence North 49°52'52" West, 192.78 feet to a point; Thence South 52°11'33" West, 62.97 feet to a point; Thence South 12°44'55" West, 156.84 feet to a point; Thence North 77°15'05" West, 52.11 feet to a point; Thence North 64°58'35" West, 376.03 feet to the point of beginning of this description.

Said Parcel contains 927,392 Square Feet (or 21.2900 Acres) of land, more or less.

EXHIBIT B

STORM WATER MAINTENANCE AND INSPECTION REQUIREMENTS

The Storm Water Facilities shall be inspected and maintained according to the following:

- Maintain the stormwater detention basins and outlet control structures as depicted on the construction drawings dated May 2014 on file with the Village.
- The detention basins, outfalls and outlet structures shall visually inspect one time per year.
- The detention basin shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to any outfall and the outlet structure.
- No structures of any kind are permitted within the detention basin area, without prior written approval of the Village Engineer.
- Siltation within the basin, as identified by the topographic survey, shall be dredged and disposed of in accordance with NR 347. Dredging shall be as required by the Village Engineer.
- Developer or Association shall maintain records of inspections and cleaning of the outlet control structure in accordance with Chapter 37 of the Madison General Ordinances.
- Perform preventive maintenance activities for the detention basin. Activities shall include inspections and corrective actions, as summarized below:

A. Inspections

Inspect the pond at least one time annually, or following storm events resulting in basin overtopping. The inspection shall include the following:

1. Inspect the berm for signs of:
 - a. Settlement
 - b. Breaks
 - c. Erosion
 - d. Signs of piping (leakage)
 - e. Signs of seepage or wet spots on the downstream face.
2. Evaluate condition of berm vegetation, noting:
 - a. Woody growth on the embankment
 - b. Need for cutting
 - c. Need for reseeding
 - d. Evidence of ruts, etc.
3. Inspect pond for signs of:
 - a. Erosion and permanent erosion mat failures
 - b. Undermining
 - c. Damage or deterioration
 - d. Rodent or wildlife damage
4. Inspect the basin outlet structure, noting:
 - a. Obstructions blocking concrete weir or spillway
 - b. Condition of outlet and inlet structure
 - Seepage
 - Separation of joints
 - Cracks, breaks, or deterioration of concrete
 - Differential settlement
 - c. Sediment level in relation to crest inlet structure
 - d. Scour and erosion at outlet
 - e. Damage by debris, ice, or freezing
 - f. Outlet channel conditions downstream
5. Inlets
 - a. Trash accumulation
 - b. Ice damage to pipe outlet.
 - c. Undermining of the pipe

B. Corrective Actions

1. Mow vegetated areas on the berm to prevent growth of woody plants.
2. Remove debris and litter from the area.
3. Incorporate measures necessary to control excessive algae growth.
4. Soil on embankments and berms removed by rodent burrows should be replaced.
5. Drainage systems should be cleaned and repaired as necessary.
6. Permanent erosion control mat should be replaced or repaired as needed.
7. If any berm settlement has been detected, it shall be restored to its proper elevation.
8. Eroded material should be replaced and revegetated in emergency spillways, swales, or other areas.
9. Unusual seepages, boils, or settlements in fill areas or sinkholes in pool areas should be repaired.