Document Number	**DECLARATION OF RESTRICTIONS FOR HOWELL OAKS ADDITON NO. 1** **Title of Document**

4145570

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

June 04, 2015 10:38 AM
James R Behrend
Register of Deeds
18 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Recording Area

Name and Return Address

Daniel J. Habeck
Cramer, Multhauf & Hammes, LLP
PO Box 558
Waukesha, WI 53187

See Attached
Parcel Identification Number (PIN)

pd
30/18

This document drafted by:
Attorney Daniel J. Habeck
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187
(262) 542-4278

DECLARATION OF RESTRICTIONS
FOR
HOWELL OAKS ADDITION NO. 1

THIS DECLARATION OF RESTRICTIONS IS MADE THIS 29TH DAY OF MAY, 2015 BY HOWELL OAKS DEVELOPMENT LLC (THE "DEVELOPER").

WITNESSETH

* * * * * * * * * * * * * * * * * * *

WHEREAS, the Developer has caused the platting of Howell Oaks Addition No. 1, consisting of 45 residential lots and 3 outlots as hereinafter legally described, in the City of Waukesha, (the "City"); and

WHEREAS, outlot 5 of Howell Oaks Addition No. 1 has been dedicated to Waukesha County, and

WHEREAS, Developer desires to subject the 45 residential lots and outlots 3 and 4 (the "Subdivision") to the conditions, restrictions, covenants, reservations and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of each owner of any part of the Subdivision;

NOW, THEREFORE, Developer hereby declares that the Subdivision shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each of every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

ARTICLE I

1. Definition of Terms.

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

1.2. "Architectural Control Committee" (A.C.C.) shall mean the committee referred to in Article IV, Section 4.5.

1.3. "Lot" shall mean a lot in the Subdivision as platted for residential development, and shall not include any platted outlot.

1.4. "Outlot" shall mean either or both of outlots 3 and 4, but not outlot 5, as designated on the Subdivision plat.

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

1.6. "Howell Oaks Homeowners Association, Inc." means that Wisconsin non-stock corporation responsible for certain duties relating to the maintenance, administration and operation of the Subdivision as may be referred to herein or in its bylaws (the "H.O.A.").

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

1.8. "Common Improvements" consist of the following, which may be located in Common Areas or may be located in public streets, individual Lots, on Outlots; all monuments/signs on the property generally identifying the Subdivision, and any fencing, lighting, landscape features, walking trails, drainage ways and easements, Storm Water Management Areas or other improvements made by the H.O.A. in the Common Areas or elsewhere.

1.9. "Affiliated Subdivision" means Howell Oaks Subdivision and any future subdivision created by the Developer or its affiliates or assigns from the land abutting, adjacent to or otherwise in the immediate vicinity of the Subdivision, and or the Outlots, and or outlot 5, and with a general continuity of appearance and layout, on expansion as provided below.

ARTICLE II

2. Property Subject to this Declaration. The property as described on Exhibit A, attached hereto and made a part of this document, shall be subject to this Declaration.

ARTICLE III

3. Use of Lots and Similar Matters.

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

3.2. Residential Lots. No Lot shall be used except for residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any such Lot other than one detached Dwelling, not exceeding two and one-half stories in height, an attached private garage for not less than two cars, a maximum of one outbuilding incidental to residential use of the premises, and such other improvements only as permitted by this Declaration.

3.3. Dwelling Sizes. Dwellings erected on any Lot must meet or exceed the following minimum area requirements:

a) Not less than 1,800 square feet for a one-story Dwelling;

b) Not less than 1,200 square feet for the first floor of a one and one-half or two-story Dwelling and not less than 2,200 square feet for both the first and second floors combined; or

c) Not less than 2,200 square feet on the upper floors of a split-level or bi-level Dwelling. Upper floors are defined as the total living area on those floors immediately below the roof, regardless of whether or not they are at the same elevation.

d) With respect to all other types of Dwelling, not less than such areas, determined by the H.O.A. or A.C.C., as are consistent with the foregoing and with other provisions hereof.

e) Minimum area square footage calculations by the A.C.C. shall be made from the outside face of exterior wall construction and include all walls. Window, fireplace and room projections are included only when floor joists are extended under those areas. Decks, porches, garages, carports, attics, space labeled "optional" or "bonus," breezeways, sunrooms or similar additions and floor area below finished yard grade will be excluded from calculation.

f) For purposes of calculating total area, the A.C.C., in its sole discretion, shall determine what constitutes a one-story, a one and one-half story, a two-story or a tri-level Dwelling.

g) In no event shall any Dwelling be erected on any Lot containing a total area of less than 1,800 square feet as measured above.

h) No Dwelling shall be constructed which shall be a substantial duplication of another previously approved or constructed Dwelling located within 500 feet of the proposed Dwelling, inside or outside the Subdivision.

3.4. Approval Required. In order to maintain harmony in appearance and to protect the owners of the Lots in the Subdivision and the Affiliated Subdivisions, no Dwelling, accessory building, fence, sign, wall, swimming pool or other structure shall be erected, constructed or maintained upon any Lot nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plot plan showing the exact location of such structure, the elevation thereof and the grade of the Lot and a sketch or view of such structure or changes, shall have been submitted to and approved in writing by the A.C.C. The

decision of the A.C.C. shall be final and binding upon all parties. The A.C.C. shall have the right to refuse to approve any such plan or specifications which are not in conformity with these restrictions or are not desirable for aesthetic or any other reason. In passing upon such submission, the A.C.C. may take into consideration the suitability of the proposed Dwelling or other structure, its design, elevation and the materials of which it is to be constructed on the Lot; the harmony thereof with the surrounding Dwellings and the view of and from adjacent property. All decisions of the A.C.C. shall be final. The A.C.C. shall have the right to approve variations or waive minor infractions or deviations from these restrictions as provided below.

3.5. Setbacks and Locations. Setbacks and locations of all structures shall be compliant with any applicable governmental regulation, including the City code, and if applicable the Waukesha County Shoreland and Floodplain Protection Ordinance, as follows:

Front Building Setback:	35 feet minimum
Side Building Setback:	10 feet minimum
Shoreland Side Building Setback:	14 feet minimum
Rear Building Setback:	45 feet minimum

All setbacks must be verified with the City by the lot owner prior to submitting plans to the A.C.C. for review. Variations from setback requirements may be allowed as provided below if an appropriate governmental variance has been previously approved. Governmental approval does not mean the A.C.C. must also approve, and the A.C.C. may decline to approve a variation irrespective of the granting of a governmental variance.

3.6. Parking, Outdoor Storage. No truck, boat, mobile home, or trailer of any kind may be parked on a Lot outside of the garage other than for the delivery of materials or merchandise, except during construction, servicing or remodeling periods; upon receipt of a written request, the H.O.A. may grant a variation with conditions. No vehicle shall be parked or stored on the premises outside the garage while being repaired or restored for longer than an eight-hour period.

3.7. One Year to Complete. All Dwellings shall be completed within one (1) year from the date ground is broken.

3.8. Permitted Materials. No used materials will be permitted in the construction of any structure in the Subdivision except materials such as reclaimed brick, which may be permitted with prior approval of the A.C.C. All garages, storage areas, tool cabinets, garden houses, dog houses and similar improvements shall utilize the same roof and exterior materials as the Dwelling. All garages shall be large enough to accommodate a minimum of two (2) cars.

Manmade materials such as, but not limited to, aluminum siding and artificial stucco siding are not allowed. Aluminum soffit and fascia may be permitted. Cement board siding products and vinyl siding with a minimum gauge thickness of 0.044 will be permitted.

Cultured stone and prefinished fiber sidings may be allowed upon specific approval by the A.C.C.

Approved roofing materials are limited to the following:

a. Cedar Shakes

b. Cement or Clay Tile

c. Slate

d. Dimensional Asphalt Shingle, which are manufacturer guaranteed for thirty (30) years or longer.

The required minimum roof pitch is 8:12.

3.9. Variations. The A.C.C. on a finding that the specific facts of an application or circumstance so require, and where such variation will benefit the Lot in question, and the Subdivision as a whole, may vary from any such standard which it has adopted or may waive any standard in this Declaration. The A.C.C. may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such variation must be express and in writing. Granting of a variation will not amend or modify this Declaration. The A.C.C. may enforce any standard even if it has, expressly or by acquiescence, permitted previous variation from such standard. Any variations granted hereunder may be conditioned, and may be permanent or time-limited, and if not expressly time-limited will be deemed to be effective for so long as the use of such property is not materially altered. Variations provided hereunder are not governmental variances and the A.C.C. may grant a variation as above in the absence of hardship and standards for granting governmental variances under zoning regulations shall not govern, constitute or be construed as the standards to be applied by the A.C.C.

3.10. Compliance with Law. No noxious or offensive activity, nor any activity which is violative of the City code, county ordinance, or state law, as applicable, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Lot owner or the Subdivision. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No Dwelling may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the A.C.C. and an occupancy permit obtained from the City.

3.11. Drainage and Grading. A master surface drainage and house grade plan has been prepared by the Developer designating the manner in which each Lot shall drain in relation to all other Lots in the Subdivision, and designating the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Developer and with the City. At the time a building permit is requested, the grade elevation of each Dwelling shall be obtained from the City and the Dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the City and the A.C.C. Within thirty (30)

days after completion of a Dwelling on any Lot in Subdivision, the owner of said Dwelling shall grade the Lot to conform to said drainage plan and from that time forward nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with the plan. Silt fences, hay bales, and/or erosion control measures may be placed at various locations in the Subdivision by the Developer, or as ordered by any governmental authority in the course of development of the Subdivision. Lot owners are required to maintain said silt fences until such time as turf cover is restored to all disturbed areas, and to comply with any orders of any governmental authority requiring additional silt fencing, hay bales, and/or other erosion control measures for their Lot. If a Lot owner fails to comply with such order within twenty-four hours, such governmental authority or the H.O.A. shall have the right to cause such work to be done, and to charge the cost thereof to the owner, which if not paid shall be added to the tax bill as a special assessment by the governmental authority or as a special charge by the H.O.A. pursuant to Article IV of this Declaration for the Lot in question.

3.12. Fill. Where fill is necessary on a Lot to obtain the proper topography and finished ground elevation, it shall be free of waste material and shall not contain noxious materials, refuse or pollutants. Dumped fill material shall be leveled immediately after completion of the Dwelling. Said fill is also subject to all applicable regulation of any governmental body with jurisdiction, regulation, including but not limited to, a fill permit issued by the City, and any other governmental authority.

3.13. Pools. Only in-ground swimming pools are permitted, when installed in accordance with City requirements. No above-ground swimming pools, other than temporary, portable above-ground pools with a diameter not to exceed twelve (12) feet and height not to exceed thirty-six (36) inches are permitted, provided they shall be kept in the rear yard and not in the driveway, front yard or side yards. No other above-ground swimming pools are permitted. A.C.C. approval must be obtained for location and size of portable pools greater than forty-eight (48) inches in diameter.

3.14. Fences. Fences, including Lot line or perimeter fences will be permitted, provided they are constructed of wood, ornamental iron, or manmade product approved by the A.C.C. a maximum of six (6) feet in height, and the design thereof has been submitted to and approved by the A.C.C. and City in advance of construction thereof. Compliance with all City fence regulations is required. Fence locations shall not conflict with underground public utility facilities.

3.15. Playsets. Children's outdoor play structures shall be permitted in rear yards provided they are constructed or kept in the rear yard and not in the front yard or side yard. A.C.C. approval must be obtained for location and structure before construction or placement.

3.16. Signage. No signs of any kind shall be displayed on any Lot except one professional sign of not more than one (1) square foot in area, or a sign of not more than five (5) square feet in advertising the property for sale or rent, or signs used by a building contractor or by the Developer to advertise the Lot during the construction and sales period or during a Parade of Homes or similar event. All such signs must be in compliance with all City requirements.

3.17. Pets, Animals. No animals, livestock or poultry shall be raised bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Outside kennels are structures subject to A.C.C. review and approval and shall be located in the rear yard and not in the driveway, front yard or side yards.

3.18. Landscaping. Lots shall be landscaped and seeded or sodded within six (6) months after completion of the Dwelling. A Lot's landscaping shall include any area from the front Lot line and the edge of the street pavement between the side Lot lines extended. Landscaping must include an asphalt, concrete or decorative drive, parking stand or turnabout. All landscaping must be of a conventional nature. No stone aggregate lawn, or wild and/or prairie type vegetation substitutes for a typical grass, seed or sod, lawn will be allowed.

3.19. Vision Triangles. No planting, structure or other improvement shall be installed within "intersection vision triangle" areas shown on the Subdivision plat except as allowed by the City.

3.20. Trees. No existing tree with a diameter of four (4) inches or more at a height of four (4) feet from the ground, beyond fifteen (15) feet from the outside perimeter of the approved dwelling location, shall, without approval of the A.C.C., be cut down, destroyed, mutilated, moved or disfigured and all existing trees shall be protected during construction and preserved by wells or islands, and proper grading in such matter as may be required by the A.C.C. At least three (3) trees, minimum caliper of two (2) inches, shall be installed on each Lot at time of landscaping.

3.21. Motor Vehicles. No off-road motorcycles, snowmobiles, trail bikes, dune buggies or off street motorized vehicles of whatsoever type or description shall be operated within the Subdivision.

3.22. Underground Utilities Only. All telephone, utility, electric or cable service within the Subdivision will be underground and no overhead service shall be provided or allowed.

3.23. Satellite Dishes, Antennae. Any satellite dish or antennae will comply with all applicable governmental restrictions. No satellite dishes greater than twenty-four (24) inches in diameter shall be allowed in the Subdivision. Satellite dishes less than twenty-four (24) inches in diameter and other exterior antennae for television broadcast, multi point multi-channel distribution for television or data, or other similar purposes are structures subject to review and approval by the A.C.C. pursuant to this Declaration. In addition, satellite dishes and antennas shall not be free standing and will be attached to the Dwelling, and placed to minimize view from the street and from adjacent Lots provides such placement allows reception of an acceptable quality signal, and does not unreasonably delay or increase the cost of installation, maintenance or use. No satellite dish or antennae shall be placed in any Common Area.

3.24. Construction Debris. It shall be the responsibility of each Lot owner to remove all debris caused by any and all construction work occurring on his Lot. No owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks, or other material on any Lot or Outlot within the Subdivision or any adjacent land, including but

not limited to the City street(s) abutting said Lot. The Lot owner shall be responsible for maintenance of all silt fence and other erosion control measures until final landscaping has been completed. Failure to comply will result in the Developer advising Lot owner of this neglect and giving Lot owner twenty-four (24) hours in which to clean up the Lot or repair the erosion control as directed. Failure of the Lot owner to perform the necessary clean up or repairs will result in the Developer performing the required work. The actual cost of cleanup plus fines and $100.00 will be assessed against the owner of the Lot by the A.C.C. Should the costs not be paid, this paragraph shall be construed as a notice of intent to file a lien against the property. The Lot owner is responsible to Developer and/or the City for the cost of repairing and replacing any street pavement, curb, gutter, sidewalk, or improvements which are damaged during the course of construction of the Dwelling or improvements on the owner's Lot.

3.25. Retaining Walls. Retaining walls are subject to all governmental regulations, and A.C.C. approval, and shall be built of stone, brick or decorative concrete masonry unit, but not of concrete block or unfaced poured concrete.

3.26. Subdivision Signage. Permanent entrance monuments/signs, lighting and landscaping may be installed on Outlot 4. The H.O.A. will be responsible for maintenance and mowing of future permanent entrance monuments/signs, lighting, and landscaping.

3.27. Light Post and Mailbox. In order to maintain a continuity in the Subdivision, a customized street light with photocell and a share in a permanent mail/newspaper station must be purchased from the Developer at the time of the closing of the Lot. The cost of this package is $1,200.00 and will be charged by Developer to buyer on the settlement statement at closing. The Developer will install the mail/newspaper station in locations as directed by the U.S. Postal Service. The Lot owner may be required to provide an individual temporary mailbox at a common location as directed by the U. S. Postal Service prior to installation of the permanent mail/newspaper units.

ARTICLE IV

4. Composition, Powers and Rights of the H.O.A. and the A.C.C.

4.1. Purpose for the H.O.A. The Developer has deemed it desirable for the effective preservation of the values and amenities in this Subdivision, and the existing and any future Affiliated Subdivisions, to delegate and assign the powers of maintaining and administering the Outlots, Common Areas, and Common Improvements in the Subdivision, and administering and enforcing the covenants and restrictions herein as to the entire Subdivision and Affiliated Subdivisions to the H.O.A. The Developer has also deemed it desirable that the H.O.A. shall have the power to assess, collect and disburse the assessments and charges hereinafter created. To this end there will be incorporated under the laws of the State of Wisconsin, the H.O.A., for the purposes of exercising the functions aforesaid.

4.2. Membership. Every person or entity who is an owner of a Lot in the Subdivision and Howell Oaks Subdivision shall be a member of the H.O.A., provided that no person or entity, who holds an interest merely as security for the performance of an obligation, including

mortgagees and land contract vendors, shall be a member. Owners of lots in future Affiliated Subdivisions will eventually become members as provided below.

4.3. Management. The H.O.A. shall be managed by a Board of Directors. The Board of Directors shall consist of three (3) members. The Developer shall be entitled, but not required, to appoint all three (3) members of the Board of Directors at any time it owns any Lot in the Subdivision, any platted adjacent subdivision, or while it owns any adjacent land that is to be developed as an Affiliated Subdivision as described herein. Every member of the Board of Directors shall be indemnified by the H.O.A. against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed by such member in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in such cases where the Director is adjudged guilty of willful misfeasance or malfeasance in the performance of is duties. The forgoing rights to indemnification shall be in addition to and not exclusive of any right of indemnification to which a member of the Director may be entitled, whether by statute or common law.

4.4. Voting Rights. The H.O.A. shall have one class of memberships; members shall be owners of Lots in the Subdivision, or in an Affiliated Subdivision, and shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, including but not limited to ownership as tenant in common or survivorship marital property, there shall be cast one (1) vote amongst them for each Lot they so own.

4.5. The A.C.C.

a. The A.C.C. shall consist of the Board of Directors of the H.O.A. until such time as there may be three (3) members appointed by the Board of Directors.

b. The A.C.C. shall have the right to promulgate and impose rules and regulations and a schedule of reasonable fees for the processing of applications by the A.C.C., as the A.C.C. deems necessary in order to preserve the value and appearance of the Subdivision, and thereafter, to modify, alter, amend, rescind and augment any of the same (the "Rules").

c. Every member of the A.C.C. shall be indemnified by the H.O.A. against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed by such member in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a member of the A.C.C., or any settlement thereof, whether or not he is a member of the A.C.C. at the time such expenses are incurred, except in such cases wherein the member of the A.C.C. is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The forgoing rights to indemnification shall be in addition to and not exclusive of any right of indemnification to which a member of the A.C.C. may be entitled, whether as a member of the H.O.A. Board or by statute or common law.

4.6. Annual Assessments. Each Lot shall be subject to a general annual charge or assessment to be determined solely by the Board of the Directors of the H.O.A. for the purpose

of defraying the costs of maintaining and administering the Outlots and any other Common Improvements of the Subdivision. Such annual assessment shall be a pro rata share, or one (1) share per Lot, of the cost incurred by the H.O.A. to maintain the Outlots and other Common Improvements for the recreation, health, safety, welfare and enjoyment of its members. Said cost shall include, but not be limited to payment of taxes, insurance, repair, replacement, and additions to the improvements made upon said Outlots or Common Improvements, and the cost of labor, equipment, materials, management and supervision thereof.

The annual assessment shall be levied by the H.O.A. as of January 1st for each year and the statement for such amount shall be mailed to the owner of each Lot payable on or before March 1st of each year. No delay in levy or mailing will relieve any Lot owner of its responsibility for any assessment.

On the first sale of a Lot by Developer, the entire then applicable annual assessment amount, not subject to proration, shall be payable at closing.

4.7. Special Assessments. A special assessment may be levied by the H.O.A. for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon an Outlot or any Common Element in the Subdivision, if consented to be a two-thirds (2/3) majority of the votes of the members of the H.O.A. The Developer shall not be assessed for any such capital improvement or special assessment for any Lot it owns for which it has not consented to in writing. Special assessments shall be due and payable ninety (90) days after the required affirmative vote of the members of the H.O.A.

4.8. Proof of Payment. The H.O.A. shall, upon demand at any time, furnish to any owner a certificate in writing signed by an officer of the H.O.A. setting forth whether said assessments have been paid for a Lot. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

4.9. Violation or Breach of these Restrictions or Covenants, Individual Assessments. For violation or breach of any of these restrictions or covenants, the H.O.A., or any Lot owner(s), shall have the right to proceed at law or in equity (including, but not limited to, injunctive relief) to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the H.O.A., but not any individual Lot owner, shall have the right, whenever there shall be any violation of these restrictions, which has not been cured following fifteen (15) days' notice from the H.O.A., or immediately if the circumstances warrant, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the owner and any such entry and abatement or removal shall not be deemed a trespass. The H.O.A. shall have the right to assess an owner for its costs in abating or removing any such violation. Any such individual assessment shall be paid by the assessed owner within fifteen (15) days from the date of levy by the H.O.A.

4.10. Liens and Collection of Assessments.

a. Establishment of Liens. Any and all assessments made by the H.O.A. in accordance with the provisions of this Declaration, with interest thereon at the highest rate

allowed by law and costs of collection, including, but not limited to, reasonable attorney's fees are hereby declared to be a charge and a continuing lien upon the Lot against which each such assessment was made. Additionally, each assessment against a Lot together with interest and costs, shall be a personal obligation of the owner of each Lot assessed. Said lien shall be effective only from and after the time of the recordation with the Register of Deeds of Waukesha County, of a written acknowledged statement by the H.O.A. setting forth the amount due to the H.O.A. as of the date the statement is signed. Upon full payment of all sums secured that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an institutional mortgagee of record obtains title to a Lot as a result of foreclosure of its mortgage or by virtue of deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of H.O.A. assessments pertaining to such Lot or chargeable to the former owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the H.O.A. assessment against the Lot in question is secured by a recorded claim of lien that has not been foreclosed.

b. Collection of H.O.A. Assessments. In the event any owner shall fail to pay any H.O.A. assessment or installment thereof, charged to such Lot and owner, within fifteen (15) days after the same becomes due, then the H.O.A., through its Board of Directors, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative, and which remedies are not in lieu of, but are in addition to, all other remedies available to the H.O.A.:

i. To advance on behalf of the owner in default, funds to accomplish the needs of the H.O.A., up to and including the full amount for which such owner is liable to the H.O.A., in the amount or amounts of money so advanced, together with interest at the highest allowable rate, and all costs of collection thereof, including, but not limited to, reasonable attorney's fees, may thereupon be collected by the H.O.A., and such advance by the H.O.A. shall not waive the default.

ii. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the H.O.A. in like manner as the foreclosure of a mortgage on real property.

iii. To file an action at law to collect said assessment, plus interest, at the highest rate allowed by law, plus court costs and reasonable attorney's fees without waiving any lien rights or rights of foreclosure in the H.O.A.

ARTICLE V

5. Declaration Terms:

5.1. This Declaration shall run with the land and shall be binding upon all persons purchasing any Lot in the Subdivision after recording of this Declaration for a period of thirty (30) years from the date this Declaration is recorded. After the expiration of such thirty (30) year period, this Declaration shall be automatically renewed for successive periods of ten (10) years, unless there is recorded an instrument executed by the owners of at least sixty percent (60%) of the Lots, for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewed term which next expires following the recording of such instrument of termination.

5.2. Invalidity. Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

5.3. Amendment. This Declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least sixty six percent (66%) of the Lots in the Subdivision, and, with: i) the written consent of the Developer, which consent may be unreasonably or arbitrarily withheld, so long the Developer, or its assigns, continues to own, have title to, or control any Lot(s) within the Subdivision, or any adjacent land which may be developed as an Affiliated Subdivision; and ii) the consent of at least sixty six percent (66%) of the owners of lots in any Adjacent Subdivision. Any such amendment Declaration shall become effective only upon due recording with the Office of the Register of Deeds for Waukesha County, Wisconsin.

5.4. Conflict. In the event of any conflict between these restrictions and the City's zoning or building regulations, the more restrictive provision shall apply.

ARTICLE VI

6. Outlots; Common Areas: Common Improvements.

6.1. Title to Outlots. Title to the Outlots and the Outlots in the Howell Oaks Subdivision shall be held fractionally amongst the members of the H.O.A. Until such time as the H.O.A. membership is expanded based upon development of a future Affiliated Subdivision, each owner shall own a one-fifty fourth (1/54) share of the Outlots in Howell Oaks Subdivision and the Subdivision. Thereafter, the percentage ownership in the Outlots will decrease prorata based on such expansion. Deeds for the conveyance of Lots shall include a statement that such Lot includes a fractional ownership of the Outlots as provided in this Declaration.

6.2. Intentionally Omitted.

6.3. Developer's Rights and Easements. The fractional ownership of the Outlots shall be subject to the following:

a. The right of the H.O.A. to dedicate or transfer all or any part of any Outlots to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer,

determination as to purposes or as to conditions thereof, shall be effective unless instruments signed by Members entitled to cast fifty-one percent (51%) of the votes of the membership have been recorded, agreeing in such dedication, transfer, purposes or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

b. The right to grant easements for road, sewer and other utility purposes across, over and under the Outlots for the benefit of Affiliated Subdivisions provided that in the instrument creating such easement Developer shall specify a method by which the maintenance costs of such easement shall be shared by such Affiliated Subdivision, and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Outlots;

c. The right to make alterations and changes to any Outlot or any Stormwater Management Area thereon including for the purposes of serving an Affiliated Subdivision;

d. The right to construct special amenities, such as paths, gazebos, park benches, similar amenities. In the event the Developer does construct such special amenities, they shall be Common Improvements and shall be maintained, repaired, replaced and operated by the H.O.A. The Developer shall be under no obligation to, and makes no representation that it will construct any such special amenities.

6.4. Damage or Destruction of Outlots, Common Areas or Common Element by Owner. In the event any Common Area servicing the Properties is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or invitees, such Lot owner does hereby authorize the H.O.A. to repair said damaged area; the H.O.A. shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the H.O.A. in the discretion of the H.O.A. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Lot owner.

6.5. Disclaimer. Title is 'as is'; all warranties regarding the Common Areas or Outlots or Common Improvements, express or implied, including warranties of condition, quality of construction and fitness for a particular use, are hereby disclaimed. The H.O.A. shall be responsible for obtaining adequate liability insurance for the Common Areas or Outlots or Common Improvements. Developer shall have no liability for damage or injury to any persons or property arising from the existence or continued use of the Common Areas or Outlots or Common Improvements. The H.O.A. shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas or Outlots or Common Improvements.

[Signature Page to Follow.]

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month, and year first above written.

HOWELL OAKS DEVELOPMENT, LLC
By: Thomson Realty of Wisconsin, Inc., Manager

By: _____
Timothy J. Smits, Vice President

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before me this 29TH day of MAY, 2015, the above named Timothy J. Smits, to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
Notary Public, WAUKESHA County, Wisconsin
My Commission expires: 4/13/2019

NOTARY PUBLIC
DEAN A. FREDERICK
STATE OF WISCONSIN

This document drafted by:
Attorney Daniel J. Habeck
CRAMER, MULTHAUF & HAMMES, LLP

1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187
(262) 542-4278

EXHIBIT A

Legal Description

EXHIBIT "A"
HOWELL OAKS ADDITION NO. 1

LEGAL DESCRIPTION:

All that part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 6, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of the said Northwest 1/4 Section; Thence South 00°38'29" West and along the West line of the said Northwest 1/4 Section, 637.58 feet to the place of beginning of lands hereinafter described;

Thence South 73°27'56" East, 136.60 feet to a point; Thence South 71°43'28" East, 232.56 feet to a point; Thence South 34°55'00" East, 260.91 feet to a point; Thence South 12°08'00" West, 54.67 feet to a point; Thence South 36°50'25" West, 147.09 feet to a point; Thence South 16°40'20" East, 146.21 feet to a point; Thence South 57°47'37" West, 304.10 feet to a point; Thence South 77°06'54" West, 62.33 feet to a point; Thence South 48°18'31" West, 91.07 feet to a point; Thence South 22°31'37" West, 110.67 feet to a point; Thence South 02°30'53" East, 73.76 feet to a point; Thence South 32°11'58" East, 132.76 feet to a point; Thence South 72°39'09" East, 136.04 feet to a point; Thence North 73°48'54" East, 110.70 feet to a point; Thence North 55°35'01" East, 227.61 feet to a point; Thence North 67°21'11" East, 72.35 feet to a point; Thence South 56°15'07" East, 145.08 feet to a point; Thence South 83°01'11" East, 127.85 feet to a point; Thence North 89°38'23" East, 114.16 feet to a point; Thence South 80°38'19" East, 389.57 feet to a point; Thence South 75°26'42" East, 126.68 feet to a point; Thence North 76°59'32" East, 44.76 feet to a point; Thence North 18°18'21" East, 191.14 feet to a point; Thence South 71°41'39" East, 36.82 feet to a point; Thence North 18°18'21" East, 100.00 feet to a point; Thence North 57°02'32" East, 115.38 feet to a point; Thence North 18°18'21" East, 160.00 feet to a point; Thence South 71°41'39" East, 20.37 feet to a point; Thence North 18°16'32" East, 140.00 feet to a point; Thence South 71°41'39" East, 72.29 feet to a point; Thence Northeasterly 71.72 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 177.00 feet, whose central angle is 23°12'55", and whose chord bears North 05°55'15.5" East, 71.23 feet to a point of tangency; Thence North 17°31'43" East, 49.94 feet to a point of curvature; Thence Northwesterly 31.42 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 20.00 feet, whose central angle is 90°00'00", and whose chord bears North 27°28'17" West, 28.28 feet to a point on the South Right-of-Way line of "Madison Street"; Thence North 17°31'43" East, 33.00 feet to a point; Thence South 72°28'17" East, 25.63 feet to a point; Thence South 00°18'04" East and along the Southerly extension of the West line of "Welsh Oaks" (A Subdivision Plat of Record), 34.66 feet to a point on the said South Right-of-Way line of said "Madison Street"; Thence South 72°28'17" East and along the said South Right-of-Way line, 63.75 feet to a point; Thence Southwesterly 31.42 feet along the West line of "Howell Oaks" (A Subdivision Plat of Record) and the arc of a curve, whose center lies to the Southeast, whose radius is 20.00 feet, whose central angle is 90°00'00", and whose chord bears South 62°31'43" West, 28.28 feet to the point of tangency; Thence South 17°31'43" West and along the said West line, 49.94 feet to a point of curvature; Thence Southwesterly 67.69 feet along the said West line and the arc of a curve, whose center lies to the Southeast, whose radius is 117.00 feet, whose central angle is 33°08'55", and whose chord bears South 00°57'15.5" West, 66.75 feet to a point of tangency; Thence South 15°37'12" East and along the said West line, 15.63 feet to a point; Thence South 72°28'17" East and along the South line of said "Howell Oaks", 320.03 feet to a point; Thence South 81°46'19" East and along the said South line, 124.38 feet to a point; Thence South 87°56'54" East and along the said South line, 128.26 feet to a point; Thence North 86°35'06" East and along the said South line, 298.72 feet to a point; Thence North 03°24'54" West and along the East line of said "Howell Oaks", 127.00 feet to a point of curvature; Thence Northwesterly 31.42 feet along the said East line and the arc of a curve, whose center lies to the Southwest, whose radius is 20.00 feet, whose central angle is 90°00'00", and whose chord bears North 48°24'54" West, 28.28 feet to a point on the said South Right-of-Way line of said "Madison Street"; Thence North 86°35'06" East and along the said South Right-of-Way line, 100.00 feet to a point; Thence Southwesterly 31.42 feet along a "Tie Line" and the arc of a curve, whose center lies to the Southeast, whose radius is 20.00 feet, whose central angle is 90°00'00", and whose chord bears South 41°35'06" West, 28.28 feet to a point of tangency; Thence South 03°24'54" East and along said "Tie Line", 341.13 feet to a point of curvature; Thence Southwesterly 184.41 feet along said "Tie Line" and the arc of a curve, whose center lies to the Northwest, whose radius is 320.00 feet, whose central angle is 33°01'09", and whose chord bears South 13°05'40.5" West, 181.87 feet to a point; Thence South 70°26'00" East, 136.56 feet to a point; Thence North 21°04'49" East, 121.05 feet to a point; Thence North 03°18'45" East, 120.82 feet to a point; Thence North 01°33'11" East, 111.82 feet to a point; Thence South 73°32'56" East, 41.49 feet to a point; Thence South 49°36'50" East, 231.25 feet to a point; Thence South 25°47'51" East, 38.50 feet to a point; Thence South 04°28'33" East, 37.25 feet to a point; Thence South 17°04'15" West, 44.00 feet to a point; Thence South 27°49'26" West, 87.25 feet to a point; Thence South 39°26'04" West, 70.50 feet to a point; Thence Due West, 76.83 feet to a point; Thence North 70°26'00" West, 268.75 feet to a point; Thence Southwesterly 283.16 feet along a "Tie Line" and the arc of a curve, whose center lies to the Northwest, whose radius is 320.00 feet, whose central angle is 50°41'57", and whose

chord bears South 58°36'49.5" West, 274.01 feet to a point; Thence South 03°04'02" East, 192.02 feet to a point; Thence South 10°59'19" East, 174.57 feet to a point; Thence South 13°46'54" West, 69.78 feet to a point; Thence South 42°09'53" West, 71.70 feet to a point; Thence South 64°14'00" West, 34.24 feet to a point; Thence South 88°35'15" West, 133.51 feet to a point; Thence North 86°12'36" West, 166.77 feet to a point; Thence North 89°05'19" West, 67.65 feet to a point; Thence North 51°25'57" West, 50.07 feet to a point; Thence North 14°25'27" West, 51.91 feet to a point; Thence North 10°06'04" East, 71.34 feet to a point; Thence North 06°48'35" East, 217.44 feet to a point; Thence South 75°57'48" East, 87.57 feet to a point; Thence South 82°33'22" East, 108.42 feet to a point; Thence North 89°56'13" East, 211.71 feet to a point; Thence North 00°17'53" West, 155.52 feet to a point; Thence North 87°01'29" East, 12.96 feet to a point of curvature; Thence Northeasterly 17.10 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 320.00 feet, whose central angle is 03°03'41", and whose chord bears North 85°29'38.5" East, 17.10 feet to a point; Continuing thence Northeasterly 283.16 feet along said "Tie Line" and the arc of a curve, whose center lies to the Northwest, whose radius is 320.00 feet, whose central angle is 50°41'57", and whose chord bears North 58°36'49.5" East, 274.01 feet to a point; Continuing thence Northeasterly 20.44 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 320.00 feet, whose central angle is 03°39'36", and whose chord bears North 31°26'03" East, 20.44 feet to a point; Continuing thence Northeasterly 184.41 feet along said "Tie Line" and the arc of a curve, whose center lies to the Northwest, whose radius is 320.00 feet, whose central angle is 33°01'09", and whose chord bears North 13°05'40.5" East, 181.87 feet to a point of tangency; Thence North 03°24'54" West and along said "Tie Line", 341.13 feet to a point; Thence Northeasterly 31.42 feet along said "Tie Line" and the arc of a curve, whose center lies to the Southeast, whose radius is 20.00 feet, whose central angle is 90°00'00", and whose chord bears North 41°35'06" East, 28.28 feet to a point on the said South Right-of-Way line of said "Madison Street"; Thence North 86°35'06" East and along the said South Right-of-Way line, 470.99 feet to a point of curvature; Thence Southeasterly 132.28 feet along the said South Right-of-way line and the arc of a curve, whose center lies to the Southwest, whose radius is 564.00 feet, whose central angle is 13°26'15", and whose chord bears South 86°41'46.5" East, 131.97 feet to a point of tangency; Thence South 79°58'39" East and along the said South Right-of-Way line, 262.55 feet to a point; Thence South 80°56'37" East and along the said South Right-of-Way line, 5.62 feet to a point; Thence South 00°09'06" East and along the West line of Certified Survey Map No. 9614, 1229.32 feet to a point on the South line of the said Northeast 1/4 Section; Thence South 87°24'23" West and along the said South line of the said Northeast 1/4 Section, 1361.36 feet to a point marking the Center of said Section 6; Thence South 87°24'06" West and along the South line of the said Northwest 1/4 Section, 2424.98 feet to a point marking the Southwest Corner of the said Northwest 1/4 Section; Thence North 00°38'29" East and along the West line of the said Northwest 1/4 Section, 2017.79 feet to the point of beginning of this description.

Said Parcel contains 4,118,669 Square Feet (or 94.5516 Acres) of land, more or less.

Excepting therefrom Outlot 5 and those parts dedicated to the public for Street purposes as shown on the Plat of "Howell Oaks Addition No. 1".