

Document Number

**DECLARATION OF
RESTRICTIONS
FOR LOTS 1 THROUGH 13
DELAFIELD WOODS
Title of Document**

3968346

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

November 20, 2012 01:52 PM
James R Behrend
Register of Deeds

15 PGS

TOTAL FEE: \$30.00
TRANS FEE: \$0.00
Book Page -



Recording Area

Name and Return Address

City Clerk-Treasurer
Gina C. Gresch, Clerk-Treasurer
500 Genesee Street
Delafield, WI 53018

Tax Key Nos.:

Part of DELC 0798.973;
Part of DELC 0798893

Parcel Identification Number (PIN)

DELC
Part
30
15

Return to: Compass Title, LLC
524 Bluemound Road
Waukesha, WI 53188

Tax Key Nos.:
Part of DELC0798.973; Part of DELC0798893

**DECLARATION OF RESTRICTIONS
FOR LOTS 1 THROUGH 13
DELAFIELD WOODS**

This Declaration is made this 14th day of November, 2012 by Delafield Woods Lots, LLC, hereinafter the "Developer".

WHEREAS, Delafield Woods Lots, LLC is the Developer and owner of Lots 1 through 13 of the Delafield Woods Subdivision, in the City of Delafield, Waukesha County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer desires to subject Lots 1 through 13 in said Delafield Woods Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment;

WHEREAS, a previous document titled DELAFIELD WOODS DECLARATION OF RESTRICTIONS was recorded in error July 13, 2012, as Document No. 3933208;

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A (hereinafter the "Property"), shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer and his respective successors and assigns, and to all parties hereafter having any interest in the Property. Lot 14, Delafield Woods, has been intentionally excluded from the property described on the attached Exhibit A. Lot 14 is not subject to this Declaration of Restrictions. This Declaration of Restrictions completely replaces said previously recorded DELAFIELD WOODS DECLARATION OF RESTRICTIONS recorded July 13, 2012, as Document No. 3933208.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording of this Declaration.

The previous document titled DELAFIELD WOODS DECLARATION OF RESTRICTIONS recorded July 13, 2012, as Document No. 3933208, is hereby rescinded, terminated, declared null and void, and of no force or effect.

The terms "Delafield Woods", "development" and "subdivision", as used in this Declaration of Restrictions, are defined as Lots 1 through 13, Delafield Woods, as more particularly described on the attached Exhibit A. Lot 14, and Outlots 1 and 2, Delafield Woods, are expressly excluded from this Declaration of Restrictions.

The term "Lot" as used in this Declaration is hereby defined as Lots 1 through 13, Delafield Woods, as described on the attached Exhibit A.

The terms "common area" is defined as the Alley Easement as set forth on the recorded Subdivision Plat for Delafield Woods. Said common area is solely for the use and benefit of Lots 1 through 10, Delafield Woods, and not for the use or benefit of Lots 11, 12 or 13.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Delafield Woods will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. MANDATORY CITY APPROVAL

Delafield Woods has been developed as a Planned Development. Therefore, final design solutions must receive City of Delafield Plan Commission Approval prior to the issuance of a building permit.

5. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Delafield Woods Subdivision is hereby established. The Committee shall consist of not less than three (3) members, designated as hereinafter set forth, provided, however, that one or more vacancies on the Committee shall not prevent the Committee from acting. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall

be entitled to remove and replace members of the Committee, at its sole discretion, as long as there remains any vacant Lot in the subdivision; thereafter, the Committee shall consist of three (3) members elected by the Lot Owners, with each Lot having one vote. Once so elected, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the Tax Roll.

6. ARCHITECTURAL CONTROL

A. No building, garage, outbuilding, swimming pool, gazebo, fence, wall, driveway, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Delafield Woods Subdivision without the approval of the Architectural Control Committee, and City of Delafield when the zoning code requires. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with square footage called out, and with roof, siding and trim materials and colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot Owner as evidence of such approval. Any minor changes or revisions required by the Architectural Control Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot Owner. The Architectural Control Committee may also request that revisions shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Architectural Control Committee.

B. In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

C. It is the sole responsibility of the Lot Owner to set the basement floor elevation at an appropriate level, and to provide proper basement waterproofing to prevent dampness or seepage resulting from the existence of the Rain Gardens and other sources. It is further the sole responsibility of the Lot Owner to investigate and obtain qualified opinions from experts that the subject Lot will accommodate the home, placement and grading that Lot Owner intends. In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee or Developer have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. Neither

the Committee nor Developer shall have any liability or responsibility in the event either or both of them approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

7. DWELLINGS AND OTHER STRUCTURES

A. All Lots shall be used only for single-family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

B. It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence. The Architectural Control Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in the subdivision, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Paragraph 5 above. Any such conceptual approval and/or reservation may be rescinded by the Architectural Control Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Paragraph 5 above prior to the expiration of said notice period, and/or if the Committee rejects the plans so submitted.

C. The exterior siding of all dwellings shall consist of natural wood siding, natural or cultured stone, brick, wood grain finish cement board siding, double 4 or double 5 wood grain finish aluminum siding with a minimum thickness of .024", double 4 or double 5 wood grain finish vinyl siding, and/or stucco. Further, the Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of Dryvit type siding and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the subdivision. Aluminum and vinyl are permitted materials for soffits, fascia, windows, and trim, however, style and color are still subject to Architectural Control Committee approval. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone. The roofing of all dwellings shall consist of fully dimensional asphalt shingles, with a minimum thirty (30) year rating, or wood or tile. Conventional asphalt shingles shall not be permitted. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in its sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper.

D. All homes shall include an attached or detached garage with a minimum of 440 square feet. All garages shall be located behind the residence. On Lots 1 through 10, all garages shall have vehicle access from the Alley only, and no driveway for any of said Lots 1 through 10 shall have access to a public street other than through the Alley. On Lots 11, 12 and 13, the garages shall still be behind the residence, with a driveway on the side of the house to the public street. These restrictions do not prohibit the use of shared driveways, providing proper easements with maintenance provisions are established and recorded. All garages shall be equipped with automatic garage door openers for all overhead doors.

E. Outbuildings, such as garages, gazebos, sheds, pool equipment and/or changing room facilities, etc. may be allowed, providing they are approved, as to design, location, materials, color scheme and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single family residence on such Lot. Unless otherwise approved by the Architectural Control Committee in its sole discretion, materials, design and color scheme on an outbuilding shall be the same as that of the house. All Lot Owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted unless a variance or conditional use permit is obtained.

F. Swing sets, slides and play sets that are of a permanent character and/or which are anchored to or installed in the ground require Architectural Control Committee approval.

G. Landscaping shall include tree(s) having a total cumulative total caliper of not less than 10 inches (such as five 2" trees or two 5" trees), at a height of 4 feet above the ground surface, at the time of planting. Trees proposed for planting must conform to the City of Delafield Zoning Ordinance Quality Tree List.

8. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Delafield Woods Subdivision shall have a minimum square footage of living space as follows:

- i. One story houses shall have a minimum square footage of living space of not less than 1500 square feet.
- ii. One and one-half story and two story houses shall have a minimum square footage of living space of not less than 1,800 square feet total with not less than 1,100 square feet on the first floor.
- ii. Split level houses (three or more levels) shall have a minimum square footage of living space of not less than 1800 square feet total on the upper two levels, and the lowest level of a split level house shall not face the street.
- iv. Bi-level houses are prohibited.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

9. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Any exterior construction commenced shall be completed within a one year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee. To avoid damage to the public street, the curb and gutter, and the public sidewalk, all construction access for Lots 1 through 10, shall be through the Alley, and not from the public street in front of the Lot.

During the time of construction the Lot Owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets and the Alley. The Lot Owner shall further be responsible for the repair of any and all damage caused by the Lot Owner and/or any Lot Owner's contractor and/or invitee, to the public right-of-way adjacent to the Lot, and to any portion of the Alley (whether or not on the Lot), including but not limited to any pavement, curb, gutter, sidewalk, ditch, swale and/or culvert, occurring prior to completion of construction. In the event that the owner or the Lot Owner's contractor shall fail in this responsibility the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and obtain reimbursement for the expense incurred by the Developer, as set forth in Paragraph 10 below.

During any earth moving activities, proper erosion control practices shall be installed.

10. FAILURE TO COMPLY

In the event the Lot Owner and/or his or her contractors fail to comply with the cleanup requirements and/or repair of any damage, and in the event the Developer, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the City of Delafield for same, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses incurred by Developer for such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable actual attorney's fees. In the event the Lot Owner and/or the Lot Owner's contractors fail to comply with the architectural or other requirements or provisions of the Declaration, and in the event Developer retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses, including but not limited to reasonable actual attorney's fees, incurred by Developer with respect to such enforcement.

11. RAIN GARDENS.

A. Construction. The Owners of Lots 1 through 10 and Lot 12 shall each install a Rain Garden on their Lot at or prior to the time of occupancy of the house. Said Rain Gardens shall be constructed per the detail, including sizing, excavation, fill and plantings provided on the attached Exhibit B. A Rain Garden is not required on Lot 11 or on Lot 13.

B. Easement and Use. Rain Gardens are set forth on the recorded Plat for Delafield Woods as "Rain Garden Basement". Each Rain Garden is intended for use by the Lot on which it is located and by the Lot located adjacent to such Rain Garden, for purposes of handling the roof

drainage from the residences and garages on both of such Lots, with the drainage from the south side of the roof(s) on Lots 1 through 9, and the west side of the roof(s) on Lot 11, being directed into the adjacent Rain Garden located on the neighboring Lot, and with drainage from the north side of the roof(s) on Lots 1 through 10, and the east side of the roof(s) on Lot 12, being directed to the Rain Garden on the Lot. The Rain Garden on Lot 1 is also intended to handle the drainage from the adjacent Alley Easement and Ingress/Egress Easement as shown on the Plat. Easements are hereby created, established, and defined for the use of the Rain Gardens as set forth in this subsection B.

C. Maintenance. Notwithstanding the fact that easements have been established for the use of Rain Gardens for purposes other than for use by the Lot on which the Rain Garden is located, the construction, maintenance, and inspection of the Rain Garden is the sole responsibility of the Owner(s) of the Lot on which the Rain Garden is located, and shall be performed by such Lot Owner(s), on a timely basis, in accordance with the requirements set forth in this Declaration of Restrictions, and in accordance with the provisions set forth in the document titled "Storm Water Maintenance Agreement" executed by and between the Developer and the City of Delafield. Said Storm Water Maintenance Agreement is being recorded with the Waukesha County Register of Deeds. As set forth in said Storm Water Maintenance Agreement, the City of Delafield has the right, but not the obligation, to perform corrective actions in the event the Lot Owner(s) fail to do so, to charge the Lot Owner(s) for its costs and administrative fees for such corrective actions, and to place such costs and fees on the tax roll for the Lot as special charges per Wisconsin Statutes if not timely paid.

D. Basement Waterproofing. All Lot Owner(s) are advised to design, construct, and maintain their foundations with adequate waterproofing measures to prevent dampness or seepage resulting from the existence of the Rain Gardens and other sources. Lot Owner(s) are recommended to include such waterproofing measures regardless of the setback distance from the Rain Garden on their Lot or on the adjoining Lot.

12. BUILDING SETBACKS

Minimum building setbacks are as follows:

Front yard	15 feet
Side yard	10 feet each side
Rear yard (Lots 1 through 10):	20 feet from the residence side of the Alley Easement
Rear yard (Lots 11, 12 and 13):	12 feet from the rear lot line.

Lot Owners are encouraged (but not required) to provide a 10' side yard setback from any Rain Garden.

13. DRIVEWAYS

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install an asphalt or concrete driveway. In the event a Lot Owner desires to use some other form of driveway pavement, such as pavers, same shall be subject to approval by the Architectural Control Committee, in its sole discretion. Said driveway shall extend from the vehicle entry to the garage to the intersection with the Alley pavement on Lots 1 through 10, and from the vehicle entry to the garage to the public street pavement on Lots 11, 12 and 13.

14. GRADING PLANS AND PROTECTION OF TREES

All Lot Owners are required to provide to the City and the Architectural Control Committee a grading plan for their lot as part of the approval process for construction. The grading plan must include, as a minimum, the improvements existing or to be constructed on the Lot, the Rain Garden (except as to Lots 11 and 13), 1' contours shown to 10' into neighboring lots, spot elevations on all trees on the City of Delafield's mitigation list that are 4" or larger at a height 4' above the base, and trees to be protected during construction of the house.

15. NUISANCES

No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. OUTDOOR STORAGE

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck, or trailer of any kind may be parked or stored on any Lot outside of a garage for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to: snowmobiles; trail bikes; travel trailers and campers; motor homes; and off road vehicles of any kind.

17. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, cable and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the owner of said Lot. Utility access for all Lots shall be routed through the rear of the building except for City sanitary sewer, gas, and, if and when provided, City water. All utility meters, pedestals, transmissions and air conditioning units shall be prohibited from the front and side yards.

18. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats and/or other customary household pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes.

19. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign not more than two square feet in size identifying the occupant of the property, one sign not more than five square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, and such signs as may be used by the Developer in conjunction with initial Lot sales in the subdivision.

20. LAWN, YARD AND LANDSCAPING

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained.

If home construction has not commenced on a Lot within 1 year after the date of the initial sale of such Lot by the Developer, the Lot Owner shall, on or before the expiration of said 1 year after the date of sale of such Lot by the Developer, grade and seed and establish a lawn on the entire Lot, and the area from the Lot line to the back of the curb and gutter of the public roadway. The Lot Owner shall further maintain such lawn thereafter until the commencement of home construction by regular mowing so that the height of the grass does not exceed 4 ½ inches.

21. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot.

The location of any dish shall be subject to approval of the ACC. Dishes shall not be allowed on the front of any house.

22. FENCES

It is the intention to preserve the open natural feeling of Delafield Woods Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. Only that fencing which is purely of a decorative, garden, or landscaping nature may be installed. Fencing to meet governmental and/or insurance regulations with regard to swimming pools will be permitted. Properly designed and located kennels not exceeding 100 square feet in size for household pets will be approved providing they are properly screened from public view by landscaping.

23. MAILBOXES

Each Lot Owner is required to purchase and install a uniform mail box, which shall be installed by the Lot Owner at the Lot Owner's expense no later than the date of issuance of the occupancy permit. The design and specifications of the mail box, including size, style, color, specifications (including manufacturer, model number, size, and light bulb specifications) paint or stain, and materials, shall be such as is determined by the Architectural Control Committee, so that all mail boxes and mail box posts have a uniform or compatible appearance throughout the Subdivision. If the Post Office requires the use of grouped mail boxes, Developer shall have the right to elect, as to some or all Lots, to provide and/or install the mail boxes and/or posts, and to collect from Lot Owners, at or after closing on the lot sale, a reasonable charge for providing and/or installing same. The Lot Owner shall be responsible for maintaining the mailbox and post in a first class condition at all times, and in compliance with the specifications. The Developer shall have the right to collect at closing, from the initial purchasers of Lots from the Developer, a reasonable charge for the uniform mail box and post.

24. WELLS

There is no municipal water service available at this time for Lots in Delafield Woods. Lot Owners will therefore be required to install their own individual private well on their Lot.

25. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet City ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

26. AMENDMENTS TO DECLARATION

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 a majority of the Lots in the subdivision subject to these restrictions, provided, however, so long as the Developer owns any Lot in the subdivision, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. Notwithstanding the foregoing, the provisions of Section 31 shall not be amended or modified without the approval of the City of Delafield. In the event there is more than one (1) owner of any Lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice.

27. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

28. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer and/or by any Lot Owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, and/or by any Lot Owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or any Lot Owner to undertake any enforcement action.

29. **TERM**

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats., but including any future amendments, modifications or re-numbering of that section).

30. **SEVERABILITY**

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.

31. **OWNER'S ASSOCIATION**

An Owner's Association shall be created by the Developer for Lots 1 through 10 for the purpose of managing, controlling, regulating and maintaining the common Alley. Said Association shall be established as follows:

A. The Association shall be established as either a non-profit corporation or a non-profit association. Each Lot Owner of Lots 1 through 10 shall be a member of the Association, and each of said Lots shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot in the subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each of Lots 1 through 10 shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Waukesha County and/or the City of Delafield, the personal obligation of the Lot Owners, until paid. In the event Waukesha County and/or the City of Delafield become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the City with respect to fees or assessments imposed by this Declaration. Further, in the event Waukesha County and/or the City of Delafield become the owners of any Lot through the tax delinquency process, neither the County nor the City shall have any personal obligation for the payment of Association assessments.

D. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

E. Lots 11, 12 and 13 shall not be Members of the Association, and shall not be subject to assessment by the Association.

32. MAINTENANCE OF ALLEY.

The Owner's Association has the responsibility of properly maintaining the Alley serving Lots 1 through 10, as shown on the Plat, including removal of snow and ice, repair and/or replacement of pavement, and maintenance of proper drainage. In the event the Owner's Association does not properly maintain said items, the City of Delafield may send written notice to the Association setting forth which of said items the City has determined are not properly landscaped and/or maintained, and stating that the City of Delafield may perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the City determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such maintenance is not performed within the time granted by the above-referenced notice, and/or if the City determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the City of Delafield shall then have the authority, but not the obligation, to undertake such maintenance, and shall have the right to charge the Lot Owners of Lots 1 through 10 on a pro rata basis for any costs incurred by the City as a result of said maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627 Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the City of Delafield, such charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627(4), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats.

33. DEVELOPER'S AGREEMENT

A Developer's Agreement has been entered into by and between the Developer and the City of Delafield, a copy of which is on file in the office of the City Clerk of the City of Delafield.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14th
day of November 2012.

Delafield Woods Lots, LLC, Developer

By Joseph D. McCormick, Member

By: Theodore E. Weltzin, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
 Waushara COUNTY)

Personally came before me this 14th day of November, 2012, the above-named Joseph D. McCormick and Theodore E. Weltzin, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Henrichsen

Print name: Gina C. Gresh
Notary Public, Waukesha County, WI
My commission expires: 2-15-15

Drafted by:
Attorney Daniel R. Heiden
State Bar No. 1017551
Heiden & Associates, S.C.

DRH 10162012



EXHIBIT A
LEGAL DESCRIPTION

Lots 1 through 13, Delafield Woods, being a Subdivision of all of Lots 1, 2 & 3 of C.S.M. No. 7827; all of Lot 7 and part of Lots 6, 8 and 12, Block 11, Plat of Delafield South Part; also part of Bleeker Street, Division Street and Alley vacated in Resolution No. 2011-09 dated August 1, 2011, and a part of the NW ¼, NE ¼, SE ¼ and SW ¼ of the NW ¼ of Section 20, T.7N., R.18E., City of Delafield, Waukesha County, Wisconsin.