DECLARATION OF PROTECTIVE COVENANTS OF WOODLAND TRAILS

4510020

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

September 11, 2020 03:15 PM
James R Behrend
Register of Deeds

33 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -



pd 33/30

Name and Return Address:

Woodland Trail Preserve, LLC
c/o Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Tax Key No(s):

SUXV0197998001

THIS DECLARATION OF PROTECTIVE COVENANTS OF Woodland Trails (the "***Declaration***") is made this 10th day of September, 2020, by Woodland Trail Preserve, LLC, a Wisconsin limited liability company ("***Declarant***").

RECITALS

WHEREAS, Declarant owns the real estate located in the Village of Sussex, Waukesha County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "***Property***").

WHEREAS, upon approval and recording of the plat for the Subdivision (as hereinafter defined), the Subdivision will be a platted subdivision consisting of ninety one (91) single-family lots and two (2) outlots, as more particularly described on Exhibit A and as depicted on Exhibit B, as they are attached hereto and incorporated herein.

WHEREAS, at the time of this Declaration, the Declarant desires to subject the lots and outlots of the Subdivision, to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined).

DECLARATION

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that the Subdivision and all portions thereof shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined) as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials; (5) promote the highest and best residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter

defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

1.1 "***Association***" shall mean Woodland Trails Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

1.2 "***ACC***" shall mean the Architectural Control Board as established by the Declarant.

1.3 "***Association Insurance***" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.4 "***Board***" or "***Board of Directors***" shall mean the governing body of the Association, elected according to the Bylaws.

1.5 "***Building***" shall mean any freestanding structure located in the Subdivision. A "***dwelling***" or a "***home***" is a Building intended for occupancy in accordance with Article 6.

1.6 "***Bylaws***" shall mean the Bylaws of the Association as adopted by the Board.

1.7 "***Common Areas***" shall mean the easements, Outlots [other than the Expansion Area], Amenity Area, and those areas identified on that certain Plat of Subdivision as recorded in the Register's Office.

1.8 "***Common Improvements***" shall mean all personal property, fixtures, structures, improvements, signs, Storm Water Facilities, landscaping, utilities, Mailbox CBUs, Buildings or other improvements made by the Developer or the Association in the Common Areas, cul-de-sac islands and medians.

1.9 "***County***" shall mean the County of Waukesha, Wisconsin.

1.10 "***Declarant***" shall mean Woodland Trail Preserve, LLC and its successors and assigns pursuant to Section 15 of this Declaration.

1.11 "***Declaration***" shall mean this Declaration as the same may be amended from time to time.

1.12 "***Developer***" shall mean Woodland Trail Preserve, LLC.

1.13 "***Director***" shall mean a member of the Board.

1.14 "***Documents***" shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

1.15 "***Easement***" shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant or create any obstruction on, over, under or through an Easement, except as consistent with the express, written grant of said Easement rights.

1.16 "***Lot***" shall mean a platted lot intended for construction of a home as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term "Lot" will also include any platted lot intended for construction of a home as shown on any amendment to the Plat or additional plat of any Outlot, which lots are included in any amendment expanding the jurisdiction of this Declaration under Article 11.

1.17 "***Mortgage***" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.18 "***Mortgagee***" shall mean the holder of a Mortgage.

1.19 "***Municipality***" or "***Municipal***" shall mean the Village of Sussex, Wisconsin.

1.20 "***Natural Materials***" shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not be limited to masonry, stone, cement board, or LP SmartSide Siding or other as determined by the ACC. Materials specifically excluded in this definition include, but are not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other materials as determined by the ACC.

1.21 "***Occupant***" shall mean the Owner and any other person residing in a Building.

1.22 "***Owner***" shall mean each fee simple owner or land contract vendee of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.23 "***Pet***" shall mean a domestic cat, a domestic dog, service animal and emotional support animal, a single caged bird or common small tank fish.

1.24 "***Plat***", "***Plat of Subdivision***", or "***Final Plat***" shall mean the Plat of Woodland Trails Phase 1, as recorded with the Register's Office on Sept. 11th, 2020 as Document No. 4510019 and attached hereto as Exhibit B.

1.25 "***Register's Office***" shall mean the office of the Register of Deeds for County in which the project is located.

1.26 "***Rules***" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.27 "***Storm Water Facilities***" shall mean the private storm water basins installed in Outlots 1 and 2 together with the easements as shown on the Final Plat.

1.28 "***Storm Water Management Agreement***" shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register's Office on _____,20___ as Document No._____.

1.29 "***Storm Water Permit***" shall mean the permit as issued by the Municipality, as shall be assigned to the Association, for the maintenance and upkeep of the Storm Water Facilities.

1.30 "***Subdivision***" shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

2.1.1 Architectural Control Committee. So long as Declarant has title to any Lot subject to this Declaration, including the Expansion Area, the ACC shall consist of three (3) members appointed in writing by Declarant. The Declarant appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) ten (10) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the ACC. Upon Declarant's surrender of the ACC as provided above, the members of the ACC shall be elected by the Board, provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings for the initial construction of a home on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant's approval. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

2.1.2 No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

(a) commencement of construction of any Building or other improvements or alteration on any Lot; or

(b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or

(c) the demolition of any Building or other improvements on any portion or portions of such property; or

(d) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property; or

(e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three (3) copies of written information, which shall include a survey of such property prepared by a licensed surveyor or the equivalent, as approved by the ACC for the particular submission, ("***Drawings***") showing:

(1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,

(2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,

(3) the proposed landscaping, including any fences or walls, and

(4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the proposals in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (e) above may be taken (subject to Section 2.1.3 below) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in Section 2.1.3 below, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (a) through (e) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

The Municipality may also require permits prior to proceeding with the development activities for the items listed above.

2.1.3 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state

that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

2.1.4 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.2 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.5 Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not, require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to the applicant. The members of the ACC shall not draw any compensation for serving thereon, but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

2.1.7 Uniformity Standards. Certain standards of architectural control are set forth below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

2.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 36" in diameter shall be erected or installed on or in any roof or any other portion of a Building, on any Lot, or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Municipal ordinances.

2.3 Minimum / Maximum Home Size Requirements. Only one single-family home not to exceed two stories in height may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

HOME TYPE:	**MINIMUM SIZE:**
One story	1,600 square feet
More than one story	1,800 square feet

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

2.4 Garages / Driveway / Curbing & Roadways.

2.4.1 Garages. Each residence shall have a garage for not less than two cars attached to the residence containing a minimum of 440 square feet. All garage doors facing the street shall be decorative garage doors (raised panels shall not be considered decorative) with either glass inserts or have architectural design such as carriage style or similar.

2.4.2 Driveways. All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from

occupancy. No permanent gravel drive will be permitted. The approach must meet the Village of Sussex requirements

2.4.3 Curbing & Roadways. Lot Owner shall be responsible for repairing and/or replacing any curbing damaged during construction of the home. Damaged curbing shall be removed and replaced per municipal requirements as part of the driveway installation if allowed by the Municipality. The Declarant is responsible for placing the surface course of asphalt on the public roadways; the Lot Owner is hereby notified that is may occur after the structure is built on the Lot. Prior to installing the surface course of paving, the Municipality will inspect the roadways, sidewalks and curbing, if the Declarant is notified by the Municipality that sidewalk or curbing needs replacement, the owner of the Lot shall be responsible for costs associated with the replacement of the damaged sidewalk and curbing.

2.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

2.5.1 Exterior Siding. Natural Materials shall be used for the exterior siding of the Buildings; provided, however, that fascia and soffit may be aluminum. Window and door wraps shall be at least four inch (4") nominal in width and used on all locations except on windows with shutters. All corners shall be six inch (6") trim boards. Front Elevation should contain at least one prominent architectural feature such as a front porch or a minimum of 10% stone or brick accent material. If masonry is used on the exterior walls, it should whenever possible, terminate only at an inside corner. In the event it is not possible to terminate the masonry material at an inside corner, the material must then terminate at a corner board that is at least four (4) inches in width. Side elevations of homes shall require a minimum of two (2) architectural elements for each ranch elevation and three (3) architectural elements for each two-story elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC. The promotion of architectural uniqueness will be encouraged between lots, no building shall be permitted that design or exterior appearance of which is so identical to a building on lots within 500 feet of each other that it creates excessive monotony or drabness.

2.5.2 Roof. A residence shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12, 8:12 for front facing gables, or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

2.5.3 Fences. All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight inches (48") in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) which is black in color. Stone or masonry columns may be used at corners and in lieu of posts. Chain-link, natural wood, stockade fences, white vinyl fencing and other fencing materials are not allowed. Subject to ACC approval, fencing may be permitted in the front yard in limited quantities subject to the other provisions of this Declaration. Fences

shall be installed no closer than twenty-four inches (24") from any property line unless the Lot Owners mutually agree, in writing, to install a single fence along the property line. In such case, a variance request should be submitted to the Association and ACC. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Areas.

2.5.4 Grading. No soil shall be removed from any Lot nor may excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade" or "master grade") of a Lot must conform to grading plans approved by the Municipality. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.5.5 Pools. Only in-ground pools may be installed on a Lot (above-ground pools are not allowed) and only with approval of the ACC, which approval shall not be construed as a review of conformance to the Municipal or other regulatory bodies' requirements. Pools shall be completely enclosed by a fence of a minimum of four foot (4') elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four feet (4') clearance between the fence and the pool. Owner is responsible to insure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.5.6 Cluster Box Units & Lamppost:

Cluster Box Units ("CBU"). The United States Postal Service requires the use of Cluster Box Units ("CBUs") within the subdivision. At each lot closing, Buyer will pay a $450.00 fee to cover the costs of installation of the CBUs for the subdivision. The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs along with initial distribution of the mailbox keys to the initial lot owners. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners; the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

Lamppost. The term "***lamppost***" shall mean the post and lantern combination including lamps and other devices. The ACC shall select a standard lamppost for the Subdivision. The lamppost shall be purchased and installed by Owner, or Owner's contractor, and shall be operational before occupancy. The lamppost must be located in the front yard, generally ten

feet (10') from the edge of the driveway and no more than fifteen feet (15') from the front of the house or sidewalk, on the front door side of the driveway. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition and shall not tamper with such lantern controls. The ACC shall re-select the lamppost if the selected item is determined to no longer be available.

(a) Installation; Maintenance. Each Owner shall maintain its mailbox (if required) and lamppost in good condition and working order. If an Owner does not install or maintain the mailbox or lamppost, the Association may install, repair, replace, or maintain the same as deemed necessary by the Association and charge Owner for such amount plus a fee for services rendered as determined by Association. Without limiting the authority of the Association, the costs of enforcing the covenants in this subsection may be assessed to an offending Owner or other method as set forth in Article 4. The HOA shall maintain the CBUs and retain a master keys for each unit.

Installation by Declarant. If Declarant, in its discretion, installs any mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

2.5.7 Utilities. All utilities servicing the Lot shall be installed underground.

2.5.8 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

2.5.9 Dog Kennels. Dog kennels shall not be allowed on any Lot even one would otherwise be permitted by Municipal ordinance or code.

2.5.10 Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10') away from any property lines.

2.5.11 Outbuildings. Storage sheds or outbuildings shall not be permitted with the exception of pool houses which may be permitted by the ACC, provided that the following requirements have been satisfied.

(a) Color, design, and building materials shall be consistent with existing home on the lot.

(b) Site location, landscape plans, construction plans and survey must be approved by the ACC prior to construction of the same.

(c) Building must be located within setback lines.

2.6 Grading and Landscaping.

2.6.1 Master Grading Plan. Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the "***Master Grading Plan***") designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner's Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant's efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

2.6.2 Landscaping.

(a) Plantings. In addition to Street Tree Plantings performed by the Developer, each Lot with a home in the Subdivision must plant and maintain a minimum of one (1) – 2" caliper ornamental tree located in the front yard. Additionally, there must be a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

(b) Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within one hundred twenty (120) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative

cover within one hundred twenty (120) days of proper growing conditions which is anticipated to be from mid-April to mid-October.

2.6.3 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that conform to the Environmental Protection Agency's "WaterSense" criteria. If such criteria are no longer available, the ACC may substitute a different standard. Controllers shall be TORO Evolution Series equipped with a precision soil sensor and rain sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer's recommendations. If the model of controller specified above is, in the opinion of the ACC, no longer readily available or available at reasonable cost, the ACC may choose a different controller from time to time as the standard. The ACC may also permit use of other products from other manufacturers, with similar features, as "or equal" products. Irrigation systems shall not be placed in easements or the Village right of way.

2.6.4 Easements. Plantings in the public and private easements may not be permitted by terms of the easement and should be avoided. Plantings within easements will be at-risk for removal by the Municipality or Utility companies and may be subject to damage or removal for maintenance and/or repair operations.

2.7 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal codes and ordinances, as may be modified from time to time.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 4 of this Declaration.

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final, including any Lots which may be platted within the Expansion Area as provided in this Declaration, Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) fifteen (15) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the

Association. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

3.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

4.1.1 Deposit. In addition to the Lot purchase price, each Owner will deposit an initial fee with the Association as an initial assessment; amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot.

4.1.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association, including costs to operate the Amenity Area improvements and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, for all platted lots in the subdivision as of January 1st of that year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and a reserve for contingencies and replacements for the Amenity Area as provided in Section 7, and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

4.1.4 Collection. The Association may delegate to a third party manager or collection agent the authority to collect any assessments.

4.1.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2, and the

like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

4.3 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 3.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

4.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner or Occupant shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements (including the Amenity Area, if any) damaged through the fault or negligence of such Owner/Occupant or such Owner's/Occupant's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no home has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and,

if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including snow removal, replace and operate all of the Common Areas and Common Improvements, including easements, landscaping, trees and plantings in the Common Areas and trimming of such landscaping. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same.

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. If the Association fails to maintain the Common Area as set forth herein, the Municipality, after proper notice to the Association, may cause such maintenance to be accomplished and may invoice the Association for the cost thereof. If such invoice is not paid in accordance with the period of time customary for the Municipality, the costs may be apportioned among the Owners of all Lots in the subdivision and placed on the next tax bill of each Lot.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, Common Improvements or other improvements in the Amenity Area or Common Areas may not be removed or substantially altered without written approval by the Association, Municipal engineer and the Municipal plan commission, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas or Common Improvements to the Association. Declarant and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

6.1.1 Single-Family Residential. Each Lot shall be occupied and used only for single family residential purposes, except as provided in Section 6.1.2. The term "***residential purposes***" includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the

Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs.

6.1.3 Amenity Area. The Amenity Area shall be used for the purpose of miscellaneous recreational amenities (which may include, without limitation paved pathways and or other Amenities as determined by Declarant or Association) as decided by the Association, in its sole discretion.

6.2 Pets. Subject to Municipal Ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable municipal ordinances and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than two (2) dogs and three (3) cats per Lot on the conditions that:

(a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and

(b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and

(c) no reptiles or un-caged birds shall be permitted; and

(d) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Municipality, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section or any Rules adopted relating to Pets; and

(e) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and

(f) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than twenty-four (24) consecutive hours, without the express prior consent of the Board. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one twenty-four (24) hours in a one week period; or (iii) outside parking on a case-by-case basis as approved by the ACC.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the home or garage, except for a period of twelve (12) hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 3 or in accordance with rules established by the Association with respect to the Amenity Area.

6.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

6.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

6.9 Signs. No Owner or Occupant may erect, post or display posters, Signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval, and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 2. Where Board consent is sought and obtained, the permitted Signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "***Signs***" as used herein shall be construed and interpreted in the broadest possible sense, and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. All Signs placed within easements or the public right-of-ways shall also require Municipal approval and/or permits.

6.10 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to those relating to the storage, transport and release to, from, on or in such Lot of any

substance or compound governed by any one or more State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act ("***CERCLA***"); Toxic Substances Control Act ("***TOCSA***"); Resource Conservation and Recovery Act ("***RCRA***"); Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

6.11 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.12 No Further Divisions. No Lot may be further subdivided without the approval of the Municipality and the Association and/or the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 Storm Water Facilities. The Storm Water Facilities shall be fractionally owned by the Lot Owners and managed by the Association. The Association shall have the ability to impose assessments for the inspection, maintenance, and repair of the Storm Water Facilities. The Common Areas include storm sewer and surface water drainage systems. The Storm Water Facilities are located in commonly owned outlots as shown on the Final Plat and are Common Areas maintained by the Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or Pets, and neither represents nor warrants that any drainage area is safe for any such use.

7.2 Easements. As provided on the Plat, there are easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Municipality, Association, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Parade of Homes. Declarant discloses that Declarant may arrange for the Subdivision to be included in the Metropolitan Builders Association (the "***MBA***") Parade of Homes or similarly titled event in which members of the public are invited to inspect a number of Lots improved with homes constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slowdowns and large crowds, and may continue for a period of several weeks. A Lot Owner is deemed to acknowledge the possibility of said event and is deemed to have waived any objection to the issuance of any Municipal permits required for such event. Declarant is not, however, required to include the Subdivision in any such event, and may base its decision on the Declarant's individual needs, if any. While the Parade of Homes is in progress, all construction activities must stop by 2:00 p.m. on weekdays and 10:00 a.m. on weekends and Labor Day. All debris must be properly disposed of and the streets in front of the Lots must be swept clean of mud and stones. Homes which are not included for inspection as a part of the Parade of Homes must be vacated by the Owners during the hours that the Parade of Homes is open to the public. Unbuilt Lots may be used for Parade of Homes parking as determined by Declarant. No home or Lot shall display any Signs indicating the builders, subcontractors, or any property for sale during the duration of the Parade of Homes, except those

Signs allowed in accordance with the MBA's rules and regulations. If a Lot Owner fails to participate in the Parade of Homes after agreeing to do so, the Lot Owner shall reimburse the Declarant for any discounts, including but not limited to, Lot price reductions, mailboxes, lanterns, and other fees paid by the Declarant for the Parade of Homes Lot Owner or builder, that the Lot Owner received by being a participant to the Parade of Homes.

7.4 Amenity Area. The Declarant or, after the period of Declarant control has ended, the Association, may, in its sole discretion, construct various recreational amenities (which may include, without limitation, paved pathways and/or other amenities as determined by Declarant or Association) on those improvements on the Amenity Area. Each Owner shall have the right to use the Amenity Area as with any other Common Area, subject to the Rules. Nothing herein is a representation or warranty that any particular amenity will ever be installed or constructed, or as to the quality of any amenity which is installed or constructed. In adding to the Amenity Area, the Declarant or Association (under the conditions above) may install amenities and Common Improvements in any other Common Area.

7.4.1 Rules and Regulations. The Association shall, through its Board of Directors, establish all rules and regulations regarding the use of the Amenity Area, including without limitation rules related to hours of use and permitted and prohibited activities and conduct.

7.4.2 Maintenance, Repair, and Replacement. Subject to other applicable provisions of this Declaration, the Association shall maintain, repair and replace the Amenity Area to the extent determined necessary or advisable by the Association and as required by law.

7.4.3 Insurance. The Association shall insure the Amenity Area against direct loss or damage occasioned by fire, extended coverage perils and other hazards in amounts and with insurers reasonably chosen by the Association. Such insurance shall be issued in an amount without co-insurance at least equal to the full value any Building(s) and other improvements erected thereon. The Association shall also maintain general public liability insurance and such other insurance with coverage, in amounts and with insurers that the Association reasonably requires from time to time.

7.4.4 Annual Budget. The Association shall include in its annual budget an estimate of the total amount necessary to pay the costs for the following calendar year of operating, maintaining, repairing and replacing the Amenity Area. Expenses shall include without limitation all costs of employees, payroll taxes, materials, parking costs, insurance, services, management fees, supplies, maintenance, repair, landscaping, fuel and power, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

7.4.5 Reserves. The Association, by its Board, shall establish, fund, and maintain a reasonable reserve for contingencies and replacements for the Amenity Area. The Association shall first charge against such reserve all extraordinary expenditures for the Amenity Area not originally included in the annual estimate which may become necessary during the year. If the annual budget proves inadequate for any reason (other than as a result of the failure by one or more unit owners in the Association to pay their assessments), the Board may, at any time, levy a further assessment, which shall be assessed in the same proportion as other general assessments.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling fund of the Association.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a general assessment.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or

the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any home or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration, or the rights of Mortgagees under Article 10, without the express written consent of Declarant or Mortgagee, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots (inclusive of any Lots added to the Expansion Area by Declarant in its discretion or vacant land in the Expansion Area that is not developed) have been sold to an Owner intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of Association or Lot Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association, Nothwithstanding the foregoing any amendments to the restrictions shall require the approval by the Municipality before the amendment is effective

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association and shall become effective when recorded in the office of the Register of Deeds provided such recorded document bears the signatures of the persons and entities required for approval of the amendment by Section 9.1.. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage encumbering a Lot that submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Lot involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds a Mortgage or any breach of the provisions of any of the Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder.

10.2 Mortgagee or Tax Foreclosure Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party. Neither Waukesha County nor the Municipality shall be liable for any fees or assessment under this Declaration in the event that Waukesha County or the Municipality become the owner of one or more lots in the Subdivision by reason of tax delinquency.

ARTICLE 11. RIGHTS OF DECLARANT

11.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

(a) may use the Common Areas or Amenity Area, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegatees shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home".

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant. Additionally, the right to grant easements upon, over, through and across the Common Areas as may be required in Declarant's sole opinion for furnishing any kind of utility services, maintenance and replacement thereof, drainage, grading, communications or public purposes including, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings or for ingress and egress and maintenance and replacement thereof, to, from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

For purposes of this Section, a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a "sale" for purposes of this Section.

11.2 Addition to or Subtraction from the Subdivision. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject portions of the Expansion Area to this Declaration in accordance with this Section. Each time Declarant subjects a portion of the Expansion Area to this Declaration it is known as an "Expansion".

11.2.1 Expansion. Declarant reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time). The additional real estate shall be located in the Municipality and shall be adjacent to the Subdivision (ignoring streets, railroads and navigable waters which may separate the additional real estate from the Subdivision). The additional real estate will be subject to the provisions of this Article 11 as though it were a part of the original Subdivision.

11.2.2 Procedure for Expansion. Declarant shall add to the Subdivision by recording with the Register of Deeds one or more amendments to this Declaration setting forth the legal description of the area so affected. An amendment creating an Expansion need be executed only by the Declarant and does not require consent from or notice to any other person.

11.2.3 Contents of Expansion Amendment. An Expansion amendment will (a) state the legal description of the land being subjected to this Declaration; (b) set forth such other limitations on such future Lots as Declarant may desire not inconsistent with this Declaration; and (c) set forth such other information as is reasonable to facilitate the Expansion and the integration of the area into the Association. All other provisions of the Declaration shall apply to the Lots or Outlots included in any Expansion.

11.2.4 Modification of Budget and Assessments. Upon each such Expansion, the Association will amend the annual Budget and annual assessments as appropriate to account for the effects of any Expansion or subtraction. Any assessments prior to the addition or subtraction of the area affected by the Expansion or subtraction will be pro-rated and adjusted by the Association accordingly. Each Owner in the Expansion Area shall have the same rights and obligations as if such Owner was an Owner under the initial Declaration. All Owners acknowledge that the proportionate share of expenses and the corresponding assessments will be revised to reflect the presence of additional Lots. Each Owner also acknowledges that assessments could increase or decrease based on the facts and circumstances in effect at the time of such addition or subtraction.

11.2.5 Effective Date of Expansion. The Subdivision shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded with the Register's Office.

11.2.6 Effect of Expansion on Common Areas. To the extent that Owners have a tenancy in common interest in Common Areas prior to an Expansion, the interests of such Owners will be deemed adjusted, upon the recording of an Expansion amendment and without more, to equally allocate ownership among all Owners, both pre-existing and new. The interest of any Mortgagee in Common Areas by virtue of this tenancy in common interest, shall attach, by operation of law, to the new percentage interests in the Common Areas appurtenant to the Lot on which it has its lien.

11.2.7 Reserved Easements. Declarant reserves easements over the Common Areas for the benefit of all portions of the Subdivision not yet included in this Declaration, for the purposes of vehicular and pedestrian access; installation, repair, maintenance and replacement of utilities to serve the Expansion areas; marshaling of construction materials and personnel for improvements made to the Expansion area; and the use of Common Improvements and Common Areas for recreational purposes consistent with those uses granted to Owners.

ARTICLE 12. REMEDIES

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the

Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 14. TERMINATION

14.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of not less than ninety percent (90%) of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, must be presented and approved by the Municipality prior to such termination. The restrictions herein which benefit the Municipality shall have an unlimited and perpetual duration, unless terminated by the Municipality in writing that is duly recorded in the office of the Waukesha County Register of Deeds.

ARTICLE 15. CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver,

consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

DECLARANT:

Woodland Trail Preserve, LLC,
a Wisconsin limited liability company

By: Neumann Developments, Inc., sole Member

By: _____

Steve DeCleene, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 9 day of September, 2020, the above named Steve DeCleene, President of Neumann Developments, Inc. sole member of Woodland Trail Preserve, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]



_____
Name: Wendy Griffin
Notary Public, State of Wisconsin
My commission: 2/5/21

This instrument was drafted by:
Steve DeCleene
Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

EXHIBIT A

Woodland Trails

Legal Description

1. The Subdivision consists of all Lots and Outlots in the Plat of Woodland Trails, Sussex, Waukesha County, Wisconsin.

2. Consisting of the following portions of the Subdivision:

   Lots 1-27 and Outlots 2 & 3

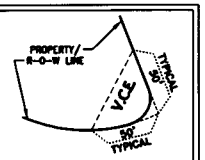
EXHIBIT B

Plat

WOODLAND TRAILS

BEING A SUBDIVISION OF A PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

VISION CORNER EASEMENT DETAIL (V.C.E.)



V.C.E. APPLIES TO:

Lots 1 and 13 are herein subject to a Vision Corner Easement in that the height of planting berms, fences, signs & any other structure within the Easement is restricted to 24" above the intersection elevation. There shall be no direct vehicular access from the Lots and Outlots in this Subdivision to the public Roads across the Vision Corner Easement.

OWNER:
WOODLAND TRAILS PRESERVE, LLC
N27W24025 PAUL COURT, STE. 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-8324

GENERAL NOTES:

- ⊙— Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- ●— Indicates Found 0.75" outside diameter Reinforcing Bar unless otherwise noted.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to the grid north of the Wisconsin State Plane Coordinate System (NAD 1927 datum) – South Zone, in which the East line of the N.W. 1/4 of Section 13, T. 8 N., R. 19 E., is taken to bear North 00°27'40" East.
- Outlots 1 and 3 contain Stormwater Management Facilities, Wetland, Secondary Environmental Corridor, Preservation Areas, and Open Space. Herein dedicated to the Village of Sussex.
- Outlot 2 to be retained by the developer.
- The Landscape Island Easement to be granted to each individual Lot Owner within this Subdivision. The Owners of the residential Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore the landscaping within said Landscape Island Easement. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
- The wetlands shown hereon was delineated by Heartland Ecological, Inc., Eric C. Parker, PWS, on September 5, 2018. The linework was provided to Trio Engineering LLC in digital format.
- The Secondary Environmental Corridor shown hereon was taken from SEWRPC Records and amended by SEWRPC clearance letter SSE 059-19 dated September 17, 2019.
- Waukesha County shall not be liable for any fees or special charges in the event they become the owner of any lot or outlot in the subdivision by reason of tax delinquency.
- Ⓓ The Landscape Easement to be granted to each individual Lot Owner within this Subdivision. The Owners of the residential Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore the landscaping within said Landscape Easement. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.

PUBLIC EASEMENT PROVISIONS:

Permanent non-exclusive easements granted to the Village of Sussex ("Village") upon, within, and beneath the land identified on this final plat as:

Ⓐ - "20' Wide Public Storm Sewer Easement" Ⓑ - "11' Wide Public Sidewalk Easement" Ⓒ - "30' Wide Public Sanitary Sewer and Watermain Easement"

1. Purpose: The purpose of these Easements is to:
   Public Storm Sewer Easement:
   - Install, operate, maintain, and replace underground storm sewer utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit storm water.
   - Surface storm water conveyance.

   11' Wide Public Sidewalk Easement:
   - Construct, maintain, repair, and replace pedestrian sidewalks in the sidewalk easements depicted on the final plat.
   - The general public shall have the right to traverse the "11' Wide Public Sidewalk Easement" area for use as a public sidewalk.

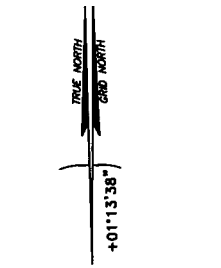
   30' Wide Public Sanitary Sewer Watermain Easement:
   - Install, operate, maintain, and replace underground sanitary sewer and watermain facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to distribute sanitary sewer and water.

   Trees, bushes, branches, and roots may be trimmed or removed so as not to interfere with the Village's use of the easement areas.
2. Buildings and Other Structures. The land owner agrees that no structures will be erected in the easement area, or in such close proximity to the facilities, such as to prevent the Village from exercising its rights under this easement.
3. Elevation. The land owner agrees that the elevation of the existing ground surface within the easement area will not be altered by more than four (4) inches without the written consent of the Village.
4. Restoration. The Village agrees to restore or cause to have restored the land owner's land to grade and replace sod or grass disturbed. This restoration, however, does not apply to the initial installation or to any trees, bushes, branches, or roots which may interfere with the Village's use of the easement area.
5. Exercise of Rights: It is agreed that the complete exercise of rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
6. These Easement shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the land owner and the Village and their respective heirs, personal representatives, successors and assigns.

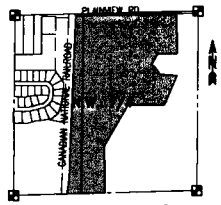
SECONDARY ENVIRONMENTAL CORRIDOR - WETLAND PRESERVATION RESTRICTIONS:

Those areas identified as Secondary Environmental Corridor and Wetland on this Plat shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited except in connection with the construction of a proposed asphalt path, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that invasive species, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Waukesha County Department of Parks and Land Use–Planning and Zoning Division. Silvicultural thinning upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use–Planning and Zoning Division shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Secondary Environmental Corridor and Wetland and with approval from the Waukesha County Department of Parks and Land Use–Planning and Zoning Division.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited within the Floodplain and Wetland areas and shall be discouraged to the greatest extent possible within the Secondary Environmental Corridor area.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.



SCALE: 1" = 150'



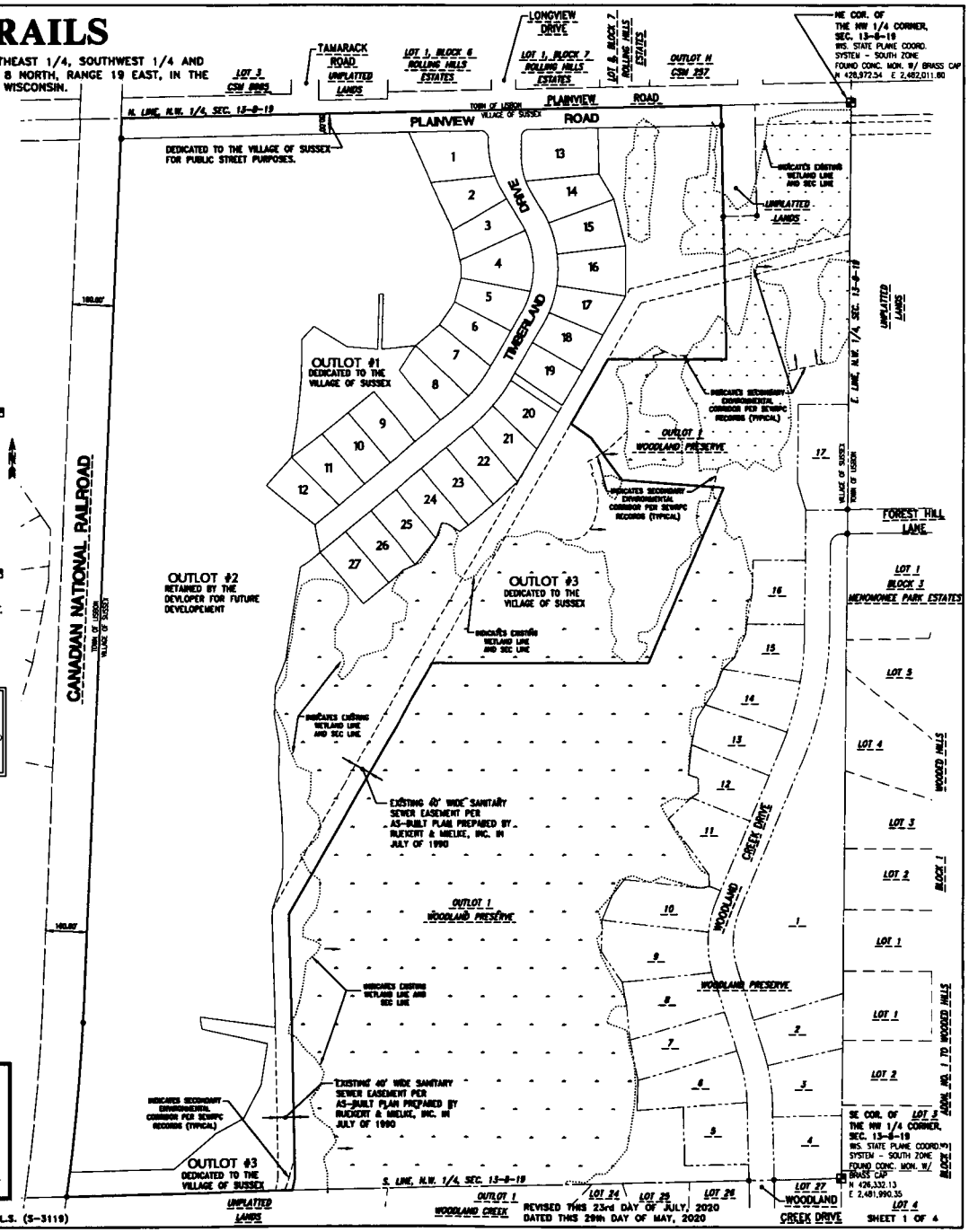
LOCALITY MAP:
NW 1/4, SEC. 13, T. 8 N., R. 19 E.
SCALE: 1"=1000'

RS-3 PDO Zoning Lots 1-27	
Front Setback	30 ft
Rear Setback	25 ft
Side Setback	10 ft
Minimum Lot Width	75 ft (at front setback)
Average Lot Width	80 ft (minimum)
Minimum Lot Area	13,000 s.f.
Average Lot Size:	16,299 s.f. (0.37 ac.)

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

Certified ..... , 20

Department of Administration

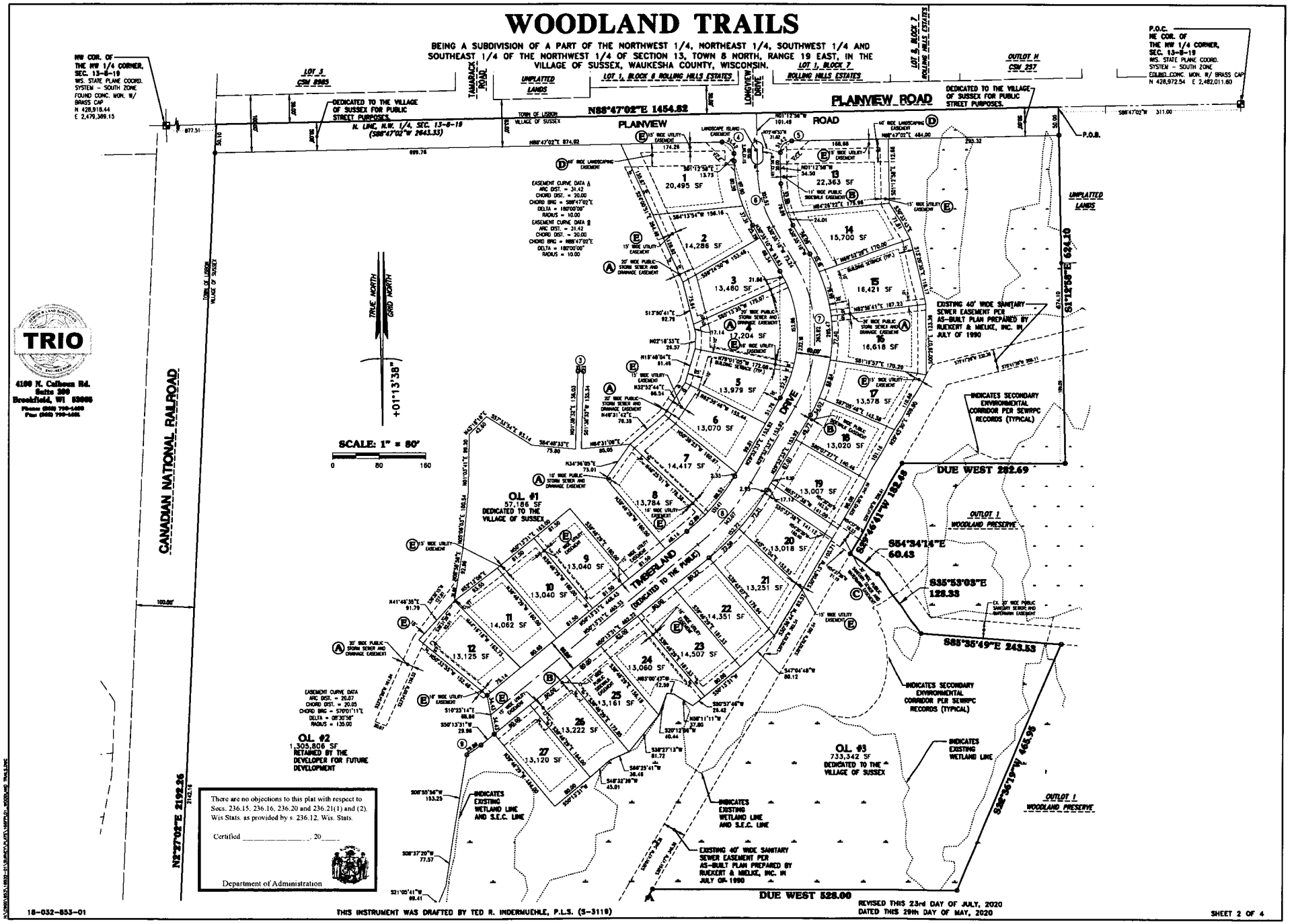


THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, P.L.S. (S-3119)

REVISED THIS 23rd DAY OF JULY, 2020
DATED THIS 29th DAY OF MAY, 2020

18-032-953-01

SHEET 1 OF 4


WOODLAND TRAILS
BEING A SUBDIVISION OF A PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.
N88°47'02"E 1454.82
PLAINVIEW ROAD
CANADIAN NATIONAL RAILROAD
N2°27'02"E 2192.26
S1°12'58"E 624.10
DUE WEST 282.69
DUE WEST 528.00
S39°46'41"W 182.48
S54°34'14"E 60.43
S35°53'03"E 128.33
S85°35'49"E 243.53
S39°36'19"W 466.96
TWEEDLAND DRIVE (DEDICATED TO THE PUBLIC)
LONGVIEW DRIVE
TAMARACK ROAD
O.L. #1 57,186 SF DEDICATED TO THE VILLAGE OF SUSSEX
O.L. #2 1,305,806 SF RETAINED BY THE DEVELOPER FOR FUTURE DEVELOPMENT
O.L. #3 733,342 SF DEDICATED TO THE VILLAGE OF SUSSEX
OUTLOT 1 WOODLAND PRESERVE
INDICATES SECONDARY ENVIRONMENTAL CORRIDOR PER SEWRPC RECORDS (TYPICAL)
INDICATES EXISTING WETLAND LINE AND S.E.C. LINE
EXISTING 40' WIDE SANITARY SEWER EASEMENT PER AS-BUILT PLAN PREPARED BY RUEKERT & MIELKE, INC. IN JULY OF 1990
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified _____, 20____
Department of Administration
TRIO
4100 N. Calhoun Rd. Suite 200 Brookfield, WI 53005
SCALE: 1" = 80'
TRUE NORTH
GRID NORTH
+01°13'38"
18-032-853-01
THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, P.L.S. (S-3119)
REVISED THIS 23rd DAY OF JULY, 2020
DATED THIS 29th DAY OF MAY, 2020
SHEET 2 OF 4

WOODLAND TRAILS

BEING A SUBDIVISION OF A PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

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

Certified . 20

Department of Administration

BASEMENT RESTRICTION - BEDROCK NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions which, due to the possible presence of bedrock near the ground surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert be consulted regarding the construction of basements in these areas where bedrock may be present near the ground surface. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

BASEMENT RESTRICTION FOR GROUNDWATER:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

OL #2
1305806 SF
RETAINED BY THE DEVELOPER FOR FUTURE DEVELOPMENT

OL #3
733342 SF
DEDICATED TO THE VILLAGE OF SUSSEX

OUTLOT 1
WOODLAND PRESERVE

CANADIAN NATIONAL RAILROAD

N2°27'02"E 2192.26

DUE WEST 528.00

S30°01'47"W 16.98

S69°48'05"W 549.96

S69°29'27"W 841.96

S1°35'17"E 814.62

S1°04'09"E 335.77

A=459.22

INDICATES EXISTING WETLAND LINE AND SEC LINE

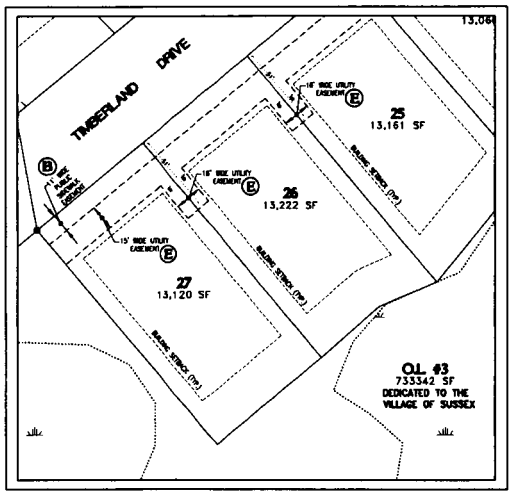
EXISTING 40' WIDE SANITARY SEWER EASEMENT PER AS-BUILT PLAN PREPARED BY RUEKERT & MIELKE, INC. IN JULY OF 1990

INDICATES SECONDARY ENVIRONMENTAL CORRIDOR PER SEWRPC RECORDS (TYPICAL)

S11°38'08"W 29.65

TRUE NORTH
GRID NORTH
+01°13'38"

SCALE: 1" = 80'
0 80 160



EASEMENT DETAIL
SCALE 1" = 40'

SW COR. OF THE NW 1/4 CORNER, SEC. 13-8-19
WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE
FOUND CONC. MON. W/ BRASS CAP
N 426,269.78
E 2,479,342.41

S. LINE, N.W. 1/4, SEC. 13-8-19
(S88°39'04"W 2648.95)
S88°39'04"W 548.18

SE COR. OF THE NW 1/4 CORNER, SEC. 13-8-19
WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE
FOUND CONC. MON. W/ BRASS CAP
N 426,332.13
E 2,481,990.35

UNPLATTED LANDS

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, P.L.S. (S-3119)

18-032-953-01

REVISED THIS 23rd DAY OF JULY, 2020
DATED THIS 26th DAY OF MAY, 2020

SHEET 3 OF 4

TRIO
4180 N. Calhoun Rd.
Suite 200
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

WOODLAND TRAILS

BEING A SUBDIVISION OF A PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a subdivision of that part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 13, Town 8 North, Range 19 East, Village of Sussex, County of Waukesha, State of Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast Corner of the Northwest 1/4 of said Section 13; Thence South 88°47'02" West along the North line of said Northwest 1/4, 311.00 feet to the place of beginning of lands hereinafter described;

Thence South 01°12'58" East 624.10 feet to a point; Thence Due West 282.69 feet to a point; Thence South 29°46'41" West 182.48 feet to a point; Thence South 54°34'14" East 60.43 feet to a point; Thence South 35°53'03" East 128.33 feet to a point; Thence South 85°35'49" East 243.53 feet to a point; Thence South 22°38'19" West 465.95 feet to a point; Thence Due West 528.00 feet to a point; Thence South 30°01'47" West 16.98 feet to a point; Thence South 29°45'03" West 349.96 feet to a point; Thence South 29°29'27" West 341.96 feet to a point; Thence South 01°35'17" East 314.42 feet to a point; Thence South 01°04'09" East 335.77 feet to a point; Thence South 11°58'08" West 29.65 feet to a point on the South line of Said Northwest 1/4; Thence South 88°39'04" West and along the South line of the said Northwest 1/4 Section, 548.18 feet to a point on the East Right-of-Way line of the "Canadian National Railroad"; Thence Northeasterly 459.23 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northwest, whose radius is 4874.74 feet, whose central angle is 05°23'51", and whose chord bears North 05°08'57.5" East, 459.06 feet to a point of tangency; Thence North 02°27'02" East and along the said East Right-of-Way line, 2192.25 feet to a point on the North line of the said Northwest 1/4 Section and the Centerline of "Plainview Road"; Thence North 88°47'02" East and along the said North line and said Centerline, 1454.82 feet to the point of beginning of this description.

Said Parcel contains 2,638,868 Square Feet (or 60.5801 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of WOODLAND TRAILS PRESERVE, LLC., owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Sussex, Waukesha County, Wisconsin in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20 _____.

_____
Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, S-3119
TRIO ENGINEERING, LLC
4100 N. Calhoun Rd. Suite 300
Brookfield, WI 53005
Phone: (262)790-1480
Fax: (262)790-1481

UTILITY EASEMENT PROVISIONS: (E)

An easement for electric, natural gas, and communications service is hereby granted by

WOODLAND TRAILS PRESERVE, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

WISCONSIN BELL, INC., d/b/a AT&T Wisconsin, a Wisconsin Corporation, Grantee, and

SPECTRUM Mid-America, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within these areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CONSENT OF CORPORATE MORTGAGEE:

MIDLAND STATES BANK, a corporation duly organized and existing by virtue of the laws of the State of Illinois, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of WOODLAND TRAILS PRESERVE, LLC, owner, this _____ day of _____, 20 ___.

MIDLAND STATES BANK

_____

STATE OF ILLINOIS)
) SS
COUNTY OF)

Personally came before me this _____ day of _____, 20_____, the above named, _____ of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

_____

Print Name:_____

Public _____County, IL
My Commission Expires:_____

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Sam Liebert, being duly appointed, qualified and acting Treasurer of the Village of Sussex, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____Day of_____, 20_____ on any of the land included in the Plat of "WOODLAND TRAILS".

Dated this _____ Day of _____, 20___.

_____
Sam Liebert, Clerk/Treasurer

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Plat of "WOODLAND TRAILS", in the Village of Sussex, WOODLAND TRAILS PRESERVE LLC, owner, is hereby approved by the Village Board.

All conditions have been met as of this _____ Day of _____, 20 _____.

_____
Anthony J. LaDonne, Village President

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Sussex.

_____
Sam Liebert, Clerk/Treasurer

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20 __ on any of the land included in the Plat of "WOODLAND TRAILS".

Dated this _____ Day of _____, 20 _____.

_____
Pamela F. Reeves, County Treasurer

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

Certified _____, 20 ___

Department of Administration

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	EXTERIOR	4874.74	5°23'51"	459.23	459.06	N05°08'57.5"E	N07°50'53"E	N02°27'02"E
	OUTLOT 3	4874.74	0°43'01"	61.01	61.00	N07°29'22.5"E	N07°50'53"E	N07°07'52"E
	OUTLOT 2	4874.74	4°40'50"	398.22	398.11	N04°47'27"E	N07°07'52"E	N02°27'02"E
2	OUTLOTS 2+3	90.00	12°52'27"	20.22	20.18	S05°46'38.5"E	S00°39'35"W	S12°12'52"E
3	OUTLOTS 1+2	60.00	9°33'37"	10.01	10.00	S88°21'27.5"E	S83°34'39"E	N86°51'44"E
4	1	20.00	90°00'00"	31.42	28.28	N46°12'58"W	N01°12'58"W	S88°47'02"W
5	13	20.00	90°00'00"	31.42	28.28	S43°47'02"W	S88°47'02"W	S01°12'58"E
6	C/L	200.00	29°22'12"	102.52	101.40	S15°54'04"E	S01°12'58"E	S30°35'10"E
	EAST	150.00	29°22'12"	76.89	76.05	S15°54'04"E	S01°12'58"E	S30°35'10"E
	14	150.00	9°10'22"	24.01	23.99	S25°59'59"E	S21°24'48"E	S30°35'10"E
	13	150.00	20°11'50"	52.88	52.60	S11°18'53"E	S01°12'58"E	S21°24'48"E
	WEST	230.00	29°22'12"	117.90	116.61	S15°54'04"E	S01°12'58"E	S30°35'10"E
	2	230.00	9°17'39"	37.31	37.27	S25°56'20.5"E	S21°17'31"E	S30°35'10"E
	1	230.00	20°04'33"	80.59	80.18	S11°15'14.5"E	S01°12'58"E	S21°17'31"E
7	C/L	250.00	60°27'43"	263.82	251.74	N00°21'18.5"W	N29°52'33"E	N30°35'10"W
	EAST	280.00	60°27'43"	295.47	281.95	N00°21'18.5"W	N29°52'33"E	N30°35'10"W
	18	280.00	6°58'19"	34.07	34.05	N26°23'23.5"E	N29°52'33"E	N22°54'14"E
	17	280.00	14°05'15"	68.84	68.67	N15°51'36.5"E	N22°54'14"E	N08°48'59"E
	16	280.00	15°50'18"	77.40	77.15	N00°53'50"E	N08°48'59"E	N07°01'19"W
	15	280.00	16°22'09"	80.00	79.72	N15°12'23.5"W	N07°01'19"W	N23°23'28"W
	14	280.00	7°11'43"	35.16	35.14	N26°59'19"W	N23°23'28"W	N30°35'10"W
	WEST	220.00	60°27'42"	232.16	221.53	N00°21'18.5"W	N29°52'33"E	N30°35'10"W
	5	220.00	14°56'00"	57.34	57.18	N22°24'33"E	N29°52'33"E	N14°56'33"E
	4	220.00	39°50'12"	152.96	149.90	N04°58'33"W	N14°56'33"E	N24°53'39"W
	3	220.00	5°41'31"	21.86	21.85	N27°44'24.5"W	N24°53'39"W	N30°35'10"W
8	C/L	400.00	20°20'58"	142.07	141.32	N40°03'02"E	N50°13'31"E	N29°52'33"E
	EAST	430.00	20°20'58"	152.72	151.92	N40°03'02"E	N50°13'31"E	N29°52'33"E
	OUTLOT 3	430.00	0°23'25"	2.93	2.93	N30°04'15.5"E	N30°15'58"E	N29°52'33"E
	20	430.00	10°17'15"	77.20	77.10	N35°24'35.5"E	N40°33'13"E	N30°15'58"E
	21	430.00	9°40'18"	72.59	72.50	N45°23'22"E	N50°13'31"E	N40°33'13"E
	WEST	370.00	20°20'58"	131.41	130.72	N40°03'02"E	N50°13'31"E	N29°52'33"E
	7	370.00	13°42'26"	88.52	88.31	N36°43'46"E	N43°34'59"E	N29°52'33"E
	8	370.00	6°38'32"	42.89	42.87	N46°54'15"E	N50°13'31"E	N43°34'59"E
9	OUTLOTS 2+3	160.00	10°42'16"	29.89	29.85	N55°34'39"E	N60°55'47"E	N50°13'31"E

CORPORATE OWNERS CERTIFICATE OF DEDICATION:

WOODLAND TRAILS PRESERVE, LLC., a Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. Village of Sussex

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration
2. Waukesha County, Department of Parks and Land Use

Witness the hand and seal of said Owner this _____ day of _____, 20_____.

WOODLAND TRAILS, LLC.

_____
Steve Declene, President of Neumann Developements it's sole Member

STATE OF WISCONSIN)
) SS
COUNTY OF)

Personally came before me this _____ day of _____, 20_____, the above named Steve Declene, President of the above named Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Company, by its authority.

_____
Print Name: _____
Public, _____County, WI
My Commission Expires: _____

REVISED THIS 23rd DAY OF JULY, 2020
DATED THIS 29th DAY OF MAY, 2020

TRIO
4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

18-052-853-01

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, P.L.S. (S-3119)

SHEET 4 OF 4