Document Number	Amendment No. 1 to the Declaration of Covenants, Conditions and Restrictions of Woodridge Estates Subdivision Document Title

4172795

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

October 21, 2015 10:18 AM
James R Behrend
Register of Deeds

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

Book Page -

Recording Area

Name and Return Address

Woodridge Estates, LLC
c/o Neumann Companies
N27 W24075 Paul Court, Suite 200
Pewaukee, WI 53072
Attn: Cory O'Donnell

Parcel Identification Number (PIN)

30/4

Drafted by:
Cory O'Donnell
Neumann Companies
N27 W24075 Paul Court, Suite 200
Pewaukee, Wisconsin 53072

AMENDMENT NO. 1 TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF WOODRIDGE ESTATES SUBDIVISION

THIS AMENDMENT NO. 1 ("**Amendment**") to the Declaration of Covenants, Conditions and Restrictions of Woodridge Estates Subdivision ("**Subdivision**") is effective as of the 21 day of October, 2015.

RECITALS

WHEREAS, The Declaration of Covenants, Conditions and Restrictions of Woodridge Estates Subdivision, dated December 10, 2014, was recorded in the office of the Register of Deeds for Waukesha County on December 10, 2014, as Document No. 4114434 ("**Declaration**").

WHEREAS, Pursuant to Section 9.1 of the Declaration, Declarant has the authority to unilaterally amend the Declaration until July 6, 2016, which represents the date that is one (1) year after 100% of existing Lots in the Subdivision were conveyed to individual Owners.

WHEREAS, in accordance with Sections 9.1 and 11.2 of the Declaration, Declarant desires to amend the Declaration so as to subject additional land thereto.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Additional Lands. Declarant hereby declares that the additional land legally described on the attached Exhibit A (the "**Woodridge Estates II Land**") and as further depicted on the Woodridge Estates II Subdivision Plat dated 10/21/15 and recorded with the Register of Deeds on 10/21/15 as Doc. No. 4172793 (the "**Woodridge Estates II Plat**"), shall be subject in all respects to the Declaration.

2. Exhibit I of the Declaration. Exhibit I of the Declaration is hereby amended to include the Woodridge Estates II Land.

3. Definitions: The following definitions set forth in the Declaration are hereby deleted in their entirety and restated as follows:

a. Common Improvements. The "Common Improvements" shall consist of all personal property, fixtures, structures, improvements, signs and real estate on the Property, including without limitation, any Storm Water Facilities, Building(s), or other improvements made by the Developer or the Association in the Common Areas.

b. Plat. The "Plat", "Plat of Subdivision" or "Final Plat" shall hereinafter collectively mean that certain plat of the Property referred to as "Woodridge Estates," which is dated December 10, 2014 and recorded with the Register of Deed's Office on December 10, 2014, as Document No. 4114273, together with the Woodridge Estates II Plat.

4. Miscellaneous. All capitalized terms used but not defined in this Amendment shall have the meaning, if any, set forth in the Declaration. Except to the extent modified by this Amendment, all terms and conditions of the Declaration are reaffirmed and, if necessary, reinstated in full force and effect. In the event that any of the terms and conditions of this Amendment conflict with any of the terms and conditions of the remaining portions of the Declaration, then the terms and conditions of this Amendment shall supercede and control. This Amendment may be recorded with the Register of Deeds.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed as of the date above first written.

WOODRIDGE ESTATES, LLC,
a Wisconsin limited liability company

By: Neumann Companies, Inc., its sole member

By: _____
Matthew Neumann, President

CORY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

STATE OF Wisconsin)
: ss.
COUNTY OF Waukesha)

The foregoing instrument was acknowledged before me this 15 day of October, 2015, the above named Matthew Neumann, the President of Neumann Companies, Inc., as the sole member of Woodridge Estates, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed and delivered the foregoing instrument for the uses and purposes therein set forth.

[SEAL]

_____
Name: Coer O'Donnell
Notary Public, State of Wisconsin
My commission: 3/27/16

EXHIBIT A

LEGAL DESCRIPTION
OF
WOODRIDGE ESTATES II LAND

WOODRIDGE ESTATES II

LOT 2 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 11219, BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WOODRIDGE ESTATES SUBDIVISION

4114434

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

December 10, 2014 03:55 PM
James R Behrend
Register of Deeds

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

Book Page -

This Declaration of Covenants, Conditions and Restrictions of Woodridge Estates Subdivision (this "Declaration") is made and entered into by Woodridge Estates, LLC. a Wisconsin limited liability company ("Declarant").

RECITALS

Declarant owns certain real property known as Lots 1-36 and associated Outlots of Woodridge Estates, described on the attached Exhibit I, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Name and Return Address:
Woodridge Estates, LLC
c/o Neumann Companies
N27 W24075 Paul Court, Suite 200
Pewaukee, WI 53072
ATTN: Cory O'Donnell

pd 30 / 26

PIN:

Now, therefore, Declarant, as fee owner of such property, by this Declaration; (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

The general purpose of this Declaration of Covenants, Conditions and Restrictions of Woodridge Estates is (1) to promote the harmonious development of Woodridge Estates subdivision into a residential community of high quality, while protecting the natural beauty and quality of the environment; (2) to help insure that Woodridge Estates subdivision will become and remain an attractive community; (3) to guard against the erection of poorly designed or proportioned structures; (4) to require harmonious use of materials; (5) to promote the highest and best residential development of Woodridge Estates subdivision; and (6) to require the erection of attractive residences in appropriate locations on building sites.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association. The "Association" shall mean Woodridge Estates Homeowners Association, Inc., the members of which shall be all Owners of Lots in the Subdivision.

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

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

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

1.5 Building. A "Building" shall be any freestanding structure located in the Subdivision. A "dwelling" or a "residence" is a Building intended for occupancy in accordance with Section 6.1.

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

1.7 Common Areas. The "Common Areas" shall consist of easements, outlots and those areas identified on that certain Plat of Subdivision as recorded in the Register's Office.

1.8 Common Improvements. The "Common Improvements" consist of all personal property, fixtures, structures, improvements, sign and real estate on the Property generally identifying Woodridge Estates Subdivision, including, but not limited to, Storm Water Drainage Systems, Landscaping, Buildings or other improvements made by the Developer or Association in the Common Areas.

1.09 Declarant. The "Declarant" shall mean Woodridge Estates, LLC and its successors and assigns of Declarant pursuant to assignment in accordance with Section 15.7 of this Declaration.

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

1.11 Director. A "Director" shall mean a member of the Board.

1.12 Drawings. The term "Drawings" is shall mean the documents prepared to depict proposed modifications and/or additions as further defined in Section 2.1(b).

1.13 Easement. An "Easement" shall mean an area on a Lot in which the Owner is granting the right of use to another party for a limited purpose and shall be as shown on the Final Plat. Owner shall not build plant or create any obstruction on, over, under or thru an easement.

1.14 Lot. "Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.15 Mortgage. "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.

1.16 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.17 Occupant. "Occupant" shall mean the Owner and any other person residing on a Lot.

1.18 Owner. "Owner" shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.19 Pet. A "Pet" is a domestic dog, cat or other customary household pet that is not kept for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.

1.20 Plat. A "Plat", "Plat of Subdivision", or "Final Plat" is the plat of the Property dated the 10 day of DECEMBER, 2014 recorded with the Register's Office as Document No. 4114273; and shall also include plats thereafter recorded and added to the Declaration pursuant to Section 11.2.

1.21 Property. The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

1.22 Register's Office. The "Register's Office" shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.

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

1.24 Storm Water Facilities. "Storm Water Facilities" are private storm water basins installed in outlots as shown on the Final Plat.

1.25 Storm Water Permit. "Storm Water Permit" shall be the permit as issued by the Town, as shall be assigned to theAssociation, for the maintenance and upkeep of the Storm Water Facilities.

1.26 Subdivision. "Subdivision" shall mean all of the Lots as shown on the Plat.

1.27 Town. "Town" shall mean the Town of Delafield, Wisconsin, and its successors.

1.28 Woodridge Estates Documents. "WE Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

(a) Architectural Control Committee. Composition. Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, consisting of three (3) members who shall have the duties as set forth in this Article. The initial ACC members shall be appointed by Declarant and shall not be required to be Owners. After the earlier of (i) the date by which Declarant conveys to purchasers 100% of the Lots and occupancy has been granted for a residence on each Lot; or (ii) ten (10) years from the date of recording of the Declaration, the initial members of the ACC shall resign and the Board shall elect the three (3) members from the Owners of Lots to serve on the ACC; 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 (defined below) for the initial construction of a residence 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 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 (i) above.

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

(1) commencement of construction of any Building or other improvements or alteration on any Lot, or

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

(3) the demolition of any Building or other improvements on any portion or portions of such property, or

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

(5) the installation of items such as, but not limited to, solar panels, 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 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:

(A) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, residences, garages and

fences or other matters proposed to be erected or reconstructed on such property,

(B) 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,

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

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

The Drawings shall reflect the proposals in A through D, which are appropriate to be shown on the survey. Any of the actions described in clauses (1) through (5) above may be taken (subject to subsection (c) following) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in subsection (c) following, 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 (1) through (5) 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.

(c) 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 as provided in Section 2.6(b), and such other matters proposed in such Drawings comply with the terms of this Declaration and the Town 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 or acquiesce conditionally as above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the ACC stated that it has no objection to 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 in Section 2.5(n).

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

(e) 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 an 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.

(f) Separate Town Approval. Matters which require approval of the ACC may also require the approval of the Town. Obtaining approval from the ACC and from the Town is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Town and approval by the Town shall not be deemed approval by the ACC. ACC interpretations of Town ordinances shall not be binding on the Town.

(g) Uniformity Standards. Certain standards of architectural control are set forth in Sections 2.2 through 2.6 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.

(h) Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, 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, costs 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 30" 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 Town ordinances.

2.3 Minimum / Maximum Home Size Requirements.

(a) Only one single-family residence may be constructed on each Lot. The following types of residences on (Lots 1-16 and 29-80) shall have the following minimum sizes:

Residence Type	Minimum Size
One story	2,200 square feet
More than one story	2,500 square feet

Only one single-family residence may be constructed on each Lot. The following types of residences on (Lots 17-28) located on Court "A" shall have the following minimum sizes:

Residence Type	Minimum Size
One story	2,600 square feet
More than one story	3,000 square feet

(b) For purposes hereof, "more than one story" includes residences referred to as one and a half story, two-story, split level or bi-level. The type of residence 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.

(c) The Town of Delafield open space requirements in effect at the time of construction must be followed. As of the date of this Declaration, the Town has an open space provision that requires lots that are 30,000 sf or larger, to have a minimum of 75% open space as defined by the Town of Delafield Zoning Code.

2.4 Garages / Driveway. Each residence on a Lot shall have an attached garage for not less than 2 cars attached to the residence containing a minimum of 500 square feet. Garage

entrances must be on the side of the building. Canted garages at an angle to the dwelling of not more than 135° shall be permitted.

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

(a) All residences shall be sided with natural materials which shall include cement board siding. Fascia and soffit may be aluminum. All garage doors shall be decorative garage doors with either glass inserts or have architectural design such as carriage style or similar. All corners shall include 6" trim boards, and all windows shall have a minimum 4" window wraps and window grills on all elevations. All residences must have a minimum of 100 square feet of stone on the front elevation. The stone must terminate at an inside corner or wrap 2' around side.

Those residences located on Lots (17-28) on Woodridge Court must have a substantial stone element consistent on all four sides of the dwelling.

(b) A residence shall have a roof made of dimensional shingles, or better, such as cedar shake, metal, or similar with a minimum pitch ratio of 8:12, or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

(c) No fences allowed, except around pools as specified in 2.5 (g) below.

(d) The ACC shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.

(e) 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 residences. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the residence.

(f) No soil shall be removed from any Lot nor 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") of a Lot must conform to grading plans approved by the Town.

(g) Only in-ground pools may be installed on a Lot and only with approval of the ACC. Above-ground pools shall not be allowed. The ACC will be deemed to be acting reasonably if it does not approve an in-ground pool which is not completely enclosed by a secure wall or fence of a

minimum of 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool. All swimming pools are subject to all applicable zoning ordinances and building codes. All swimming pools shall be no larger than what would be allowed by the applicable building codes, setbacks and lot area. All swimming pools shall have evergreen-type shrubs at least every four (4) feet of pool perimeter of a type, size and placement as approved by the ACC. The landscaping and shrubbery shall conceal the outside of the pool and structure. A detailed landscaping plan must be submitted and approved by the ACC prior to the start of any swimming pool construction. The exterior swimming pool color, lighting, deck, stairs and materials that surround the swimming pool at grade level (i.e. grass, concrete, brick pavers, decking, sand or stone) shall be approved by the ACC. ACC approval of the placement of swimming pools shall not be construed to conform to the Town or other regulatory bodies' approval. Separate approval shall be sought where necessary. Furthermore, ACC approval does not guarantee or supersede the requirement that proper drainage is maintained in accordance with the Declaration.

(h) Mailboxes & Lamppost:

(1) Mailboxes: The term "mailbox" shall mean the post and mailbox combination. A fee of $600 will be collected by the Declarant at each Lot closing for installation of a mailbox. This fee is in addition to the initial deposit to the Association. The Declarant will cause the initial installation of the mailbox, as selected by the ACC, in locations as determined by the U.S. Postal Service. The Declarant may designate one or more styles of mailboxes to be used, guided by an effort to keep mailboxes as uniform as practicable. If any mailbox is damaged, destroyed, stolen, or any other adverse effected after the Owner purchases the Lot, the Owner shall be solely responsible (the Association and Declarant are not responsible), to repair the defect in a timely manner and at the Owner's expense. A mailbox that is replaced due to some adverse effect must obtain the approval of the ACC.

(2) Lamppost: The term "lamppost" shall mean the post and lantern combination including lamps and other devices. Each Owner is required to purchase, install and energize a front yard lamppost in a style and from a manufacturer approved by the ACC from time to time. 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 on the front door side of the driveway and fitted to use a lamp type as specified by the manufacturer or as designated by the ACC. 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.

(3) Each Owner shall maintain its mailbox and lamppost in good condition and working order. If an Owner does not install or maintain, the Association may install, repair, replace, or maintain 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 subsections may be assessed to an offending Owner or other method as outlined in Article 4.

(2) 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.

(i) All utilities servicing the Lot shall be installed underground.

(j) No exterior active solar collectors shall be erected or installed unless approved by the ACC.

(k) 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.

(m) Playground Equipment. If a Lot 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.

(n) Outbuildings. Storage sheds or outbuildings of any size, temporary or permanent, shall not be permitted under any circumstance.

2.6 Grading and Landscaping.

(a) Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Town (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 Town 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 Town Engineer prior to the issuance of the building permit.

(b) A minimum of; 8 plantings along the street-side of the home (bushes, shrubs or similar and three – 2.5" caliper tree (at breast height), minimum 10 feet in height above grade at time of planting), shall be planted near the street right of way. Two (2) trees on the home side of the driveway and one (1) tree on the other side of the driveway.(1)

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 sixty (60) days of obtaining occupancy of the residence or, in the case of winter occupancy outlined in item (3) 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.

(2) Additional Requirements: 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 Article 4.

(3) 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 sixty (60) days of proper growing conditions. The growing season for this area is anticipated to be from middle April to the middle of October.

(c) Plantings in the public and private easements should be avoided. Plantings within easements will be at-risk for removal by the Association or the Town and may be subject to damage or removal for maintenance and/or repair operations.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated 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. 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, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot is conveyed to any person other than Declarant; or (2) thirty (30) days after the conveyance by Declarant to purchasers of 100% of the Lots and occupancy permit granted for all Lots; or (3) Declarant's election to waive its rights to control. 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 (2) 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 ninety 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments. Each Owner agrees to deposit $500 with the Association at each closing in addition to the Lot purchase price. The Association shall also have the power to levy an annual assessment against each Lot in the Subdivision for the purpose of defraying, in whole or in part, the costs incurred by the Association, including cost to operate the Woodridge Estates Preserve improvements, and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each 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 31 of each year. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall

include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may delegate authority to assess and collect any assessments to a third party. 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 31 or as determined by the Board from time to time and set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If the assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of 12% per annum. 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 a Rule.

4.3 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office, in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the 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.

4.6 No Fees or Assessments in Event of Tax Forfeiture. Neither Waukesha County nor the Town shall be liable for any fees or general assessment or special assessment in the

event that Waukesha County or the Town become the owner of one or more lot in the subdivision by reason of tax delinquency.

4.7 Public Fire Protection Water Service. Woodridge Estates LLC and the Town have requested the Village allow the extension of a water main and fire hydrant with related equipment and appurtenances (collectively the "Hydrant") into the Subdivision for the purpose of providing water to promote the public health, safety and welfare of the community for the purpose of fire protection and fire fighting in the Subdivision and surrounding area. An Inter-municipal Agreement for Public Protection Fire Services has been entered into by the Town of Delafield, Village of Hartland and Woodridge Estates LLC and its assigns (Woodridge Estates Home Owners Association) (Attached as Exhibit II). The Agreement delineates the costs and payment arrangements for all maintenance of the hydrant. The Annual Budget and Assessment will include the funds necessary for payment obligations as illustrated in the Inter-municipal Agreement.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence 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 Town for any maintenance responsibilities with respect to same. The Association shall also be responsible for the indemnification identified in Section 6.4 regarding waste disposal.

5.3 Town Option of Enforcement. In the event the Association does not properly landscape or maintain any common area, drainage facility or signage, the Town may send written notice to the Association indicating that the Town has determined that the common areas, drainage areas, and/or signage are not being properly landscaped and/or maintained, and further indicating that the Town will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the common area, drainage facility and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Town shall then have the authority to landscape and/or maintain any such common area, drainage facility and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Town as a result of said landscaping and/or maintenance. Said costs shall be

assessed as special charges pursuant to Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes and must specifically comply with the current zoning classification. In the case of home-based business, a home-business shall be approved by the ACC. A home-business shall only be approved if the home-business has no (zero) employees, outside 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 model homes by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. 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 buildings shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height. 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.

6.2 Pets.

(a) Except as provided below, the Owner or Occupant may keep no more than three (3) pets per Lot on the conditions that:

(1) the pet is not permitted on any of the Common Areas while unattended or unleashed;

(2) the owner of the pet shall comply with such further rules of pet ownership as may be promulgated by the Board;

(3) the pet is licensed by the Town or appropriate licensing authority, if required under applicable ordinances;

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

(5) the pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board, 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 6.2 or any Rules adopted relating to pets. Possession of pets shall not be considered a property right.

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

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than 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 (1) in a garage, (2) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one twenty-four hours in a one week period; or (3) 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, and garbage containers 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 residence shall be stored in the residence or garage, except for a period of 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 Section 3.5.

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 WE 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.

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, Town ordinance and 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 of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA"); Resource Conservation and Recovery Act ("RCRA"); Town 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. 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 Town and the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 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 Elements 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, easements are located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Town, 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 Builder's Association (the "MBA") Parade of Homes or similarly titled event in which members of the public are invited to inspect at one time, a number of Lots improved with Dwelling Units 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. Non-parade Dwelling Units may not be open during the Parade of Homes. Unbuilt Lots may be used for Parade of Homes parking 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 the Lot Owner fails to participate in the Parade of Homes after agreeing to do so, 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.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) 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.

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 common expense.

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 residence 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 no less than sixty seven percent (67%) or more of the total votes of the Association then entitled to vote, and written approval of the Town. 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 51% of the Mortgagees, or the Town, as the case may be. Moreover, Declarant also reserves the right to unilaterally change and amend the Declaration until one (1) year after 100% of the Lots have been sold to an Owner intending to reside thereon and occupancy permits granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of Association for purposes of easements and/or other items necessary for the orderly running and maintaining the Subdivision and/or Association, provided however, that any amendments to the restrictions require the approval by the Town.

9.2 Procedures. Except with respect to a Declarant amendment, Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office,bearing the written approval of the Town. 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 on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property 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 property on which it holds a Mortgage or any breach of the provisions of any of the TGBC 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 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 property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (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.

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, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining sales models 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 delegees shall not have the right, without Declarant's express written consent, to operate 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 residence 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 10 feet area adjacent to each Lot line, except for the Public Access easement provided for in Section 7.3, which shall be 20 feet), which rights shall expire one (1) year after conveyance of a Lot by Declarant, and the Common Areas as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, if any, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and 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".

11.2 ADDITION TO OR SUBTRACTION FROM THE PROPERTY. Developer reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time subject additional land to this Declaration by recording this document against such land and such additional land shall then be a part of the Subdivision from and after the date of such recording. The additional land will be located in Waukesha County, Wisconsin and, when added to the Subdivision, shall be adjacent to the Subdivision. Developer shall add the additional land to the Subdivision by recording with the Register of Deeds for Waukesha County one or more amendments to this Declaration, with each amendment setting forth the legal description of the additional land thereby added to the Subdivision. The Developer may also, in its discretion, with the approval of the Town, by an appropriate recorded document, remove land from the effect of this Declaration and thereby reduce the extent of the Subdivision, without the consent of the then Lot Owner of such land.

11.3 OUTLOT OWNERSHIP. The Owner of each lot shall have an undivided fractional interest in the common areas (Outlots) of Woodridge Estates. The fractional share of ownership shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of lots subject to this Declaration (including future phases). It is understood that as additional phases of Woodridge Estates are developed and subjected to these Declarations the fractional share of ownership shall decrease.

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 other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Section 4.1. 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. The easements granted to the Owners may include, but are not limited to, the public access provided for in Section 7.3 above at such time as development of the property to the east necessitates the same.

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: (1) Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of not less than 90% of the aggregate 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 Register's Office. This section does not terminate, and shall not be interpreted to authorize termination of, any drainage easements, pond maintenance requirements, or other restriction herein that affects an

interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Town, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by recorded document.

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.

Executed on the 10 of December, 2014.

Woodridge Estates, LLC

By: _____

MATTHEW NEUMANN, President

Neumann Companies, its Sole Member

CORY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 10 day of December, 2014, the above named Matthew Neumann of Neumann Companies, Inc. by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____ Cory O'Donnell

Notary Public, State of Wisconsin
My commission: 3/27/2016

This instrument was drafted by:

Cory O'Donnell
Neumann Companies.
N27 W24075 Paul Court
Suite 200
Pewaukee, Wisconsin 53072

EXHIBIT I

Legal Description

Parcel 1: WOODRIDGE ESTATES SUBDIVISION
Lot 1 of Certified Survey Map No. 11219, being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4, and part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 11, Township 7 North, Range 18 East, Town of Delafield, Waukesha County, State of Wisconsin, recorded on September 9, 2014 in Volume 110 of Certified Survey Maps, Pages 206-218 inclusive, as Document No. 4099010, EXCEPTING THEREFROM THE FOLLOWING:
That part of the Southeast 1/4 of Section 11, Township 7 North, Range 18 East, in the Town of Delafield, County of Waukesha, State of Wisconsin, bounded and described as follows, to-wit: Commencing at the Southwest corner of said 1/4 Section; running thence North along the West corner of said 1/4 Section; running thence North along the West line of said 1/4 Section, 420.00 feet to a point; thence East and parallel to the South line of said 1/4 Section, 1717.95 feet to a point; thence South, 420.0 feet to a point in the South line of said 1/4 Section, said point being 934.00 West of the Southeast corner of said 1/4 Section; thence West along the South line of said 1/4 Section, 634.00 feet to a point in the East line of Pewaukee Highlands, being a Subdivision in the Southeast 1/4 of Section 11, and the Northeast 1/4 of Section 14, Township 7 North, Range 18 East, in the Town of Delafield, County of Waukesha, State of Wisconsin; thence North 1° West along the East line of said Pewaukee Highlands, 213.04 feet to the Northeast corner of Pewaukee Highlands; thence South 81° 30' West along the North line of Pewaukee Highlands, 375 feet to a point; thence North 5° West on an Easterly line of Pewaukee Highlands, 30.00 feet to a point; thence South 81° 30' West along the North line of Pewaukee Highlands, 505.00 feet to the Northwest corner of Pewaukee Highlands; thence South 5° East along the West line of Pewaukee Highlands, 110.90 feet to a point in the South line of said 1/4 Section; thence West along the South line of said 1/4 Section, 225.00 feet to the place of beginning.

Part of Tax Key No. DELT 0763-983
Parcel 2:
That part of Lot 1 of Certified Survey Map No. 11219, being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4, and part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 11, Township 7 North, Range 18 East, Town of Delafield, Waukesha County, State of Wisconsin, recorded on September 9, 2014 in Volume 110 of Certified Survey Maps, Pages 206-218 inclusive, as Document No. 4099010, described as follows:

That part of the Southeast 1/4 of Section 11, Township 7 North, Range 18 East, in the Town of Delafield, County of Waukesha, State of Wisconsin, bounded and described as follows, to-wit: Commencing at the Southwest corner of said 1/4 Section; running thence

North along the West corner of said 1/4 Section; running thence North along the West line of said 1/4 Section, 420.00 feet to a point; thence East and parallel to the South line of said 1/4 Section, 1717.95 feet to a point; thence South, 420.0 feet to a point in the South line of said 1/4 Section, said point being 934.00 West of the Southeast corner of said 1/4 Section; thence West along the South line of said 1/4 Section, 634.00 feet to a point in the East line of Pewaukee Highlands, being a Subdivision in the Southeast 1/4 of Section 11, and the Northeast 1/4 of Section 14, Township 7 North, Range 18 East, in the Town of Delafield, County of Waukesha, State of Wisconsin; thence North 1° West along the East line of said Pewaukee Highlands, 213.04 feet to the Northeast corner of Pewaukee Highlands; thence South 81° 30' West along the North line of Pewaukee Highlands, 375 feet to a point; thence North 5° West on an Easterly line of Pewaukee Highlands, 30.00 feet to a point; thence South 81° 30' West along the North line of Pewaukee Highlands, 505.00 feet to the Northwest corner of Pewaukee Highlands; thence South 5° East along the West line of Pewaukee Highlands, 110.90 feet to a point in the South line of said 1/4 Section; thence West along the South line of said 1/4 Section, 225.00 feet to the place of beginning.

Part of Tax Key No. DELT 0764-997