BYLAWS OF

THE TAMARIND

HOMEOWNERS ASSOCIATION, INC.

BYLAWS

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BYLAWS

OF

THE TAMARIND HOMEOWNERS ASSOCIATION, INC.

The following Bylaws are accepted by the initial Board of Directors of the corporation (as indicated in the Articles of Incorporation of the corporation) as of the 1st day of February, 2018.

All capitalized terms used herein but not otherwise defined herein shall have the same meaning ascribed to them in the Declaration of Restrictions (the "**Declaration**") as recorded in the register of Deeds for Waukesha County, Wisconsin.

Article I. Purposes

Section 1. Purposes. The purposes for which this corporation (also referred to as the "**Association**") is organized and shall be operated are as follows:

(a) managing and controlling the common affairs, including the financial obligations, of the Subdivision,

(b) owning, managing, controlling, maintaining, granting easements to or selling any Common Areas in the Subdivision,

(c) enforcing compliance of the Lot Owners with the applicable provisions of the Declaration or the Comprehensive Grading Plan,

(d) reviewing and upholding or overturning decisions by the Committee; and

(e) performing other duties as set forth herein for the common benefit of the Lot Owners.

Article II. Offices

Section 1. Principal Office. The initial principal office of the Association shall be located at 789 North Water Street, Suite 200, City of Milwaukee, County of Milwaukee, State of Wisconsin. The Association may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate from time to time.

Section 2. Registered Office. The initial registered office shall be the same as principal office.

Article III. Association

Section 1. Membership. The Association shall have one (1) class of voting Membership. Every Lot Owner, upon acquiring title to a Lot under the terms of the Declaration, or upon entering into a land contract for the purchase of a Lot, shall automatically become a Member of the Association and

shall remain a Member thereof until such time as his ownership of such Lot ceases for any reason (a "**Member**" or collectively the "**Members**"), at which time his Membership in the Association shall automatically cease. All Members shall have one (1) vote for each Lot owned. In the event a Lot is owned by more than one (1) person or entity, the person or entity who shall be entitled to vote for the Lot shall be the person or entity named on a certificate executed by all of the co-owners of the Lot and filed with the Secretary of the Association. So long as Declarant shall own at least one Lot or any portion of the Expansion Area, Declarant shall have one (1) vote in affairs of the Association for each Lot owned as Lot Owner, plus two (2) votes for every vote entitled to be cast by the other Lot owners. By way of example, if Declarant owns only the Expansion Area (or any portion thereof), and there are 120 Lots owned by the Members of the Association by way of their respective ownership of Lots, in any meeting of the Members in which the Members are to vote on a matter, the Members shall have a collective 120 votes to cast on such a matter and Declarant shall have 240 votes to cast on such matter. Wherever the term "**Lot Owner**" is used in these By-laws or the Declaration, it shall be defined to include the Declarant. In the event of an assignment of Declarant's rights under these By-laws or the Declaration, whether for collateral purposes or otherwise, such membership rights held by Declarant shall be transferable to the assignee, provided such transfer of membership is evidenced in writing by an agreement executed by Declarant.

Section 2. Lot Owner Prohibited from Voting. No Lot Owner may vote at any meeting if his monthly assessment fee or any other special assessment fee is thirty (30) days past due and/or the Association has a lien against the Lot for an unpaid amount due the Association, or if the Association has instituted an action to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

Section 3. Proxies. Any vote may be cast pursuant to a proxy executed by the Lot Owner. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Lot Owner or by the majority in interest of the co-owners of a Lot. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 4. Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name and address of each person or entity entitled to cast a vote on behalf of a Lot. In the event a Lot is owned by more than one party or an entity, the co-owners of a Lot shall provide the Secretary of the Association with a certificate naming the individual or entity entitled to vote on behalf of the Lot. Any change in the designation of the individual or entity entitled to vote shall be delivered to the Secretary of the Association.

Section 5. Annual Meetings. The first annual meeting of the Association shall be held within twelve (12) months following the date of recordation of the Declaration. Unless otherwise determined by the Board of Directors, annual meetings of the Association held after the first annual meeting shall be held on the same day of the same month of each succeeding year, unless such date shall

occur on a Saturday, Sunday or legal holiday, in which event the meeting shall be held on the next succeeding Monday which is not a legal holiday. Meetings of the Association shall be held at such suitable place convenient to Lot Owners as from time to time may be designated by the Board of Directors.

Section 6. Special Meetings. The President, the Board of Directors or the Members having ten percent (10%) of the votes in the Association may call a special meeting, upon written notice from the President or the Board of Directors or by written petition of petition signed by Lot Owners holding not less than ten percent (10%) of the votes eligible to be cast at such time by the Lot Owners. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

Section 7. Notice of Association Meetings. The Secretary shall cause to be sent to each Lot Owner written notice of the time, place and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by United States mail, first class postage prepaid to the address shown on the Membership Roster. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered or electronically mailed (if the Lot Owner has provided an email address on the Membership Roster); provided however, the Secretary of the Association shall certify in writing that such notice was personally delivered or electronically mailed to the Lot Owner.

Section 8. Conduct of Meetings. The minutes of all meetings shall be held in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of order or any other rules of procedure acceptable to a majority of the votes of Lot Owners shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws or the Declaration. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 9. Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a Majority of the votes of Lot Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present.

Section 10. Quorum. A quorum for the purposes of general or special meetings shall consist of ten percent (10%) of the votes entitled to vote unless otherwise required by the Declaration or these By-laws.

Section 11. Action Without Meeting. Any action by Lot Owners required or permitted to be taken at a meeting may be taken without a meeting if all of the Lot Owners (and Mortgagees, if required) shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the proceedings of the meetings of the Association.

Article IV. Board of Directors

Section 1. Qualifications; General Powers. The affairs of the Association shall be managed by its Board of Directors. To qualify as a member of the Board, a person must be either a Lot Owner or a duly designated officer, agent or representative of a Lot Owner, or the Declarant or a duly designated officer, agent or representative of the Declarant. The Board of Directors shall utilize the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

Section 2. Number; Declarant Control. The Declarant shall designate three (3) persons to the initial Board of Directors. The term of office of the Initial Directors (which have been appointed by the Declarant) shall commence upon the date of recording of the Declaration and shall continue until two (2) calendar years after the year in which Declarant no longer owns any Lots or any portion of the Expansion Area then subject to the Declaration, or upon such earlier time as may be designated by Declarant (the "**Initial Term**"). During such initial term, Declarant shall have the right to appoint, remove or replace all three (3) Directors. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time or times during such initial term. Within thirty (30) days following the end of the Initial Term, a Special Meeting of the Association shall be held, the Initial Directors shall resign, and the Members of the Association shall elect not more than five (5) new Directors in accordance with these by-laws. Upon expiration of the Initial Term, Directors shall be elected from among qualified persons nominated by Members of the Association at an Annual or Special Meeting of the Association. At no time shall the Board consist of more than five (5) Directors. Notwithstanding the foregoing, so long as Declarant owns any Lots or any Expansion Area, all Directors shall be selected by Declarant.

Section 3. Term of Office. After the Initial Term as provided above, the term of office of Directors shall be for two (2) calendar years. If any Director shall die, resign, be unable to act or cease to be qualified to be a Director, the unexpired term of such Director shall be filled in accordance with Section 9 of this Article IV. In no event shall the vacancy of any office of Director operate to invalidate any actions of the Board taken during the period of vacancy.

Section 4. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, applicable law and these By-laws. Such powers and duties shall include, but not be limited to the powers and duties set forth in the Declaration and the following:

(a) To enforce the terms, conditions and restrictions contained in the Declaration according to the terms thereof; and

(b) To promulgate and enforce Rules and Regulations for the conduct of persons and use of property in the subdivision; and

(c) To establish dates and procedures for the election of members to the Board; and

(d) To promulgate operating procedures for the conduct of the Association's and the Board's affairs including setting an annual budget, levy and collect fees or assessments in accordance with these Bylaws, the Declaration and any law; and

(e) To take such action as may be necessary to cause the Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition and to pay off liens, if any, against any portion of the Common Areas; and

(f) To open bank accounts on behalf of the Association and designate the signatories required therefor; including to approve and sign checks and issue payment vouchers; and

(g) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the improvement (including, if authorized, the construction of a clubhouse facility), operation and maintenance of the Common Areas; and

(h) To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the Lot Owners, items of personal property necessary to or convenient in the conduct and management of the business and affairs of the Association and in the operation of the Property, including without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies; and

(i) To obtain property and casualty insurance on behalf of the Association as required by the Declaration with respect to the Lots and the Common areas and to obtain insurance in accordance with these Bylaws and to settle any claim under any such policies of insurance; and

(j) To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder, including without limitation, the hiring of employees, or a management company to carry out the day to day management duties of the Board and the Association such as to operate and maintain the Common Areas including a clubhouse facility, if built; and

(k) To initiate, prosecute and settle litigation for itself and the Association, provided that it shall make no settlement which results in a liability against the Board of Directors.

(l) To have a corporate seal, if required; and

(m) If desired by the Board, to appoint such other ad hoc committees (other than the Architectural Control Committee).

Section 5. Regular Meetings. The Board of Directors may provide, by resolution, the time and place, within the State of Wisconsin, for the holding of regular meetings, but no less than (1) one time per year.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons calling such meetings shall fix any time or place, within the State of Wisconsin, for holding any special meeting of the Board of Directors.

Section 7. Removal of Members of the Board of Directors. The Declarant may, by written notice to the Board of Directors, remove any Director appointed to the Board of Directors by Declarant and appoint a successor Director. Any Director, except for a Director appointed by the Declarant, may be removed from office either with or without cause, by the affirmative vote of sixty percent (60%) of eligible votes to be cast taken at a special meeting of the Directors called for that purpose.

Section 8. Incapacity or Death of a Director. If a Director shall be incapacitated to the extent he or she is unable to perform his or her duties as a Director or if a Director dies during his or her term as a Director, then a new Director shall be chosen as provided for in Section 9 of this Article IV.

Section 9. Vacancies. Except for Directors appointed by Declarant, any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a Majority of the Directors then in office.

Section 10. Notice of Board Meeting. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least three (3) days prior to the time thereof. Notices may be given by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by electronic mail or facsimile machine to each Director at his or her last known address. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. Whenever any notice is required to be given to any Directors of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 11. Telephone Meetings. The Board of Directors may conduct its meetings by means of a conference telephone or similar communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 12. Quorum. A Majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 13. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law.

Section 14. Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its Members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee.

Section 15. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 16. Informal Action. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all of the Directors shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the Board of Directors upon such consent being confirmed at the next meeting of the Board of Directors.

Section 17. Committees. The Board of Directors may appoint and dismiss committees made up of Lot Owners, other than the Architectural Control Committee, as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Association.

Section 18. Architectural Control Committee. At all times the Association shall have an Architectural Control Committee. The Architectural Control Committee shall have the rights, duties and obligations as set forth in the Declaration. The members of the Architectural Control Committee shall initially be appointed by the Declarant. At such time as Declarant no longer owns any Lots in the Subdivision or any land within an Expansion Areas, or at such earlier time designated by Declarant, then Board of Directors shall elect the members of the Architectural Control Committee, which shall be made up of three (3) Lot Owners. Such Lot Owners may be, but need not be, Directors.

Article V. Officers

Section 1. Principal Officers. The principal officers of the Association shall be a President, one (1) or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary shall be elected by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President.

Section 2. Election and Terms of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors or until his successor is duly elected and qualified unless sooner terminated by his death, resignation or removal.

Section 3. Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any principal office shall be filed by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Association, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Association. He may sign, with the Secretary or any other Officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President or in the event of his death or inability to act, the Vice President or if there shall be more than one (1), the Vice Presidents in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President or Vice Presidents, as the case may be, shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall: (a) keep any minutes of the Board of Directors, Association or committee meetings in one (1) or more books provided for that purpose; (b) see that all notices are duly given; (c) be custodian of the corporate books and records of the Association; (d) count all votes at any meeting of the Association; and, (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 8. Treasurer. If required by the Board of Directors, the Treasurer shall, at the expense of the Association, obtain a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever; (c) deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in

accordance with the provisions of these Bylaws; and (d) in general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve salaries for the Officers. No officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the Association.

Section 10. Qualifications. All Officers shall be Lot Owners, except for the Officers selected by the Board of Directors when controlled by Directors designated by the Declarant.

Article VI. Indemnification

Section 1. Definitions Relating to Indemnification. For the purposes of this Article VI, the following terms shall have the meanings ascribed to them in this Section:

(a) "Director" or "Officer" shall mean any of the following:

(i) a natural person who is or was a Director or Officer of the Association;

(ii) a natural person who, while a Director or Officer of the Association, is or was serving at the Association's request as a Director, Officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise; and

(iii) unless the context requires otherwise, the estate or personal representative of a Director or Officer.

(b) "Expenses" shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(c) "Liability" shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(d) "Party" shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(e) "Proceeding" shall mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Association or by any other person.

Section 2. Mandatory Indemnification.

(a) The Association shall indemnify a Director or Officer, to the extent he or she has been successful on the merits or otherwise in the defense of a Proceeding, for all reasonable Expenses incurred in the Proceeding if the Director or Officer was a Party because he is a Director or Officer of the Association.

(b) In cases not included under subparagraph (a), above, the Association shall indemnify a Director or Officer against Liability incurred by the Director or Officer in a Proceeding to which the Director or Officer was a Party because he is a Director or Officer of the Association, unless Liability was incurred because the Director or Officer breached or failed to perform a duty he owes to the Association and the breach or failure to perform constitutes any of the following:

(i) a willful failure to deal fairly with the Association or its Members in connection with a matter in which the Director or Officer has a material conflict of interest;

(ii) a violation of criminal law, unless the Director or Officer had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful;

(iii) a transaction from which the Director or Officer derived an improper personal profit; or

(iv) willful misconduct.

Determination of whether indemnification is required under this subparagraph (b) shall be made under the provisions of Article VI Section 3 hereof. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subparagraph (b).

(c) A Director or Officer who seeks indemnification under this Section shall make a written request to the Association.

(d) Indemnification under this Section is not required if the Director or Officer has previously received indemnification or allowance of the same Expenses from any person, including the Association, in connection with the same Proceeding.

Section 3. Determination of Right to Indemnification. Unless provided otherwise by a written agreement between the Director or Officer and the Association, determination of whether indemnification is required under subsection (b) of Article VI Section 2 shall be made by one (1) of the following methods: (i) by a majority vote of a quorum of the Board of Directors consisting of the Directors who are not at the time parties to the Proceedings or, if a quorum of disinterested Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors (which

appointment by the Board may be made by Directors who are parties to the Proceeding) consisting solely of two (2) or more Directors who are not at the time parties to the Proceedings; (ii) by a panel of three (3) arbitrators consisting of (a) one (1) arbitrator selected by a quorum of the Board of Directors or its committee constituted as required under (i), above, or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the Proceedings, (b) one (1) arbitrator selected by the Director or Officer seeking indemnification, and, one (1) arbitrator selected by the other two (2) arbitrators; (iii) by a court of competent jurisdiction; or (iv) by any other method provided for under Article VI Section 5.

Section 4. Allowance of Expenses as Incurred. Upon written request by a Director or Officer who is a Party to a Proceeding, the Association may pay or reimburse his reasonable Expenses as incurred if the Director or Officer provides the Association with all of the following:

(a) a written affirmation of his good faith belief that he or she has not breached or failed to perform his duties to the Association; and

(b) a written undertaking, executed personally or on his behalf, to repay the allowance, and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Article VI Section 3 hereof that indemnification under Article VI Section 2 is not required and that indemnification is not ordered by a court under Article VI Section 6. The undertaking under this Subparagraph shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his ability to repay the allowance. The undertaking may be secured or unsecured.

Section 5. Additional Rights to Indemnification and Allowance of Expense. Except as provided in this Article VI Section 5, the provisions of Article VI Section 2 and Article VI Section 4 hereof do not preclude any additional right to indemnification or allowance of Expenses that a Director or Officer may have under any of the following:

(a) the written agreement between the Director or Officer and the Association; or

(b) a resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of Expenses, the Association shall not indemnify a Director or Officer or permit a Director or Officer to retain any allowance of Expenses unless it is determined by or on behalf of the Association that the Director or Officer did not breach or fail to perform a duty he owes to the Association which constitutes conduct under Article VI Section 2(b)(i)-(iv). A Director or Officer who is a Party to the same or related Proceeding for which indemnification or an allowance of Expenses is sought may not participate in a determination under this Subparagraph. None of the provisions contained in this Article VI shall affect the Association's power to pay or reimburse Expenses incurred by a Director or Officer in any of the following circumstances:

(a) as a witness in a Proceeding to which he is not a Party; or

(b) as a plaintiff or petitioner in a Proceeding because he or she is or was an employee, agent, Director or Officer of the Association.

Section 6. Court ordered Indemnification. Except as provided otherwise by written agreement between the Director or Officer and the Association, a Director or Officer who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination by the court under the provisions of Article VI Section 3(iii) or for review by the court of an adverse determination under Article VI Section 3(i), (ii) or (iv).

Section 7. Contract. The assumption by a person of a term of office as a Director or Officer of the Association or, at the request of the Association, as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise, and the continuance in office or service of those persons who are any such Directors or Officers as of the adoption of this Article VI, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this Article VI as in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this Article VI at any time prior to receipt by the Association of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 8. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether the Association would have the power to indemnify him against such liability under the provisions of this Article VI or Chapter 181 of the Wisconsin Statutes.

Section 9. Effect of Invalidity. The invalidity or unenforceability of any provision of this Article VI shall not affect the validity or enforceability of any other provision of this Article VI or of these Bylaws.

Article VII. Assessments

Section 1. Fiscal Year. The fiscal year of the Association shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 2. Preparation of Budget. The Declarant shall prepare a budget for the first fiscal year of the Association, which is attached hereto as Exhibit A. Each year thereafter, the Board of Directors shall adopt a budget at least thirty (30) days before the beginning of the new fiscal year. The annual budget shall provide for an "operating fund" and at the discretion of the Board of Directors, a

"reserve and replacement fund." Promptly upon completion of the budget, the Board of Directors shall send to each Lot Owner a copy of such budget and a statement setting forth the obligation of each Lot Owner pursuant to the provisions of this Article VII to pay his General Assessment based upon such budget.

Section 3. Operating Fund. The operating fund shall be used for the payment of costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations under the Declaration, the By-laws, or applicable law, including without limitation, any costs associated with the operation of clubhouse and pool if such amenities are installed in the Subdivision. Any funds collected by the Architectural Control Committee may be kept in the same bank account as the Operating Funds, but must be accounted for separately in the general ledger maintained by the Association.

Section 4. Reserve and Replacement Fund. The Reserve and Replacement Fund shall be used for future expenses and extraordinary expenses of the Association. Such expenses may include, but not be limited to, retention/detention pond maintenance or dredging, repair or replacement of monuments or capital improvements to Common Areas. These funds may be kept in the same bank account as the Operating Funds, but must be accounted for separately in the general ledger maintained by the Association.

Section 5. General Assessments. Each Lot shall receive a notice of annual Assessment promptly after the final budget is prepared. The final budget will show the amount assessed to the particular Lot, how that amount was determined and that one-twelfth (1/12th) of the amount of the Assessment is due on the first day of each month of the year unless otherwise determined by the Board of Directors. The amount due on the first day of each month shall be paid by the Lot Owner to the Association or the Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Lot Owners an itemized accounting of the expenses incurred and paid by the Association for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year.

Section 7. Special Assessments. The Board of Directors, upon the majority vote of all the Directors, may at any time assess a Special Assessment which shall be used to pay any deficiency in the Operating Fund or Reserve and Replacement Fund. Enforcement actions involving financial penalties referred to the Board of Directors from the Architectural Control Committee, upon affirmative voted of the Board of Directors, shall be collected as Special Assessments if the fines remain unpaid for more than sixty (60) days after the mailing or personal delivery of the notice to the Lot Owner. The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Declaration upon the majority vote of all the Directors. Upon the determination of the amount of the Special Assessment, the Board of Directors shall give notice to each Lot Owner of the amount assessed to each Lot, the date when payment of the amount is due and the reason for the Special Assessment.

Section 8. Penalty and Default in Payment. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be. If any payment for any Assessment is not received by the Association within fifteen (15) days after the date

such payment is due, a late payment penalty equal to Twelve Percent (12%) of the entire Assessment shall be assessed against the Lot. In addition, the Board of Directors shall have the right and duty to attempt to recover such Assessments, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Lot Owner, by filing and perfecting a lien and/or by foreclosure of the lien on such Lot as granted by Section 779.70, Wis. Stats. The Association or the Board of Directors, acting on behalf of all Lot Owners, shall have power to purchase such Lot at the foreclosure sale and to acquire, hold, lease, mortgage, convey, vote the votes appurtenant to, or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to prohibit such Lot Owner from using any Common Area amenities, voting at a meeting of the Association or serving on the Board of Directors, if the Association has recorded a past due assessment or a statement of lien on such Lot and the amount necessary to release the lien has not been paid.

Section 9. Books and Accounts. The Treasurer shall keep the books and accounts of the Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Lot Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours.

Article VIII. Rules And Regulations

Section 1. Rules and Regulations. In addition to any Rules and Regulations initially promulgated by the Declarant, the Board of Directors may enact and amend as needed Rules and Regulations for the use, repair and maintenance of Common Areas and of Lots, provided, that such Rules and Regulations are not contrary to or inconsistent with the Declaration or applicable law. Copies of and changes to the Rules and Regulations shall be furnished by the Board of Directors to each Lot Owner prior to the time when the same shall become effective.

Section 2. Enforcement. The Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than $25.00 per day per violation, nor more than $100.00 per day per violation.

Article IX. Insurance

Section 1. Directors and Officers Liability. The Board may obtain and maintain, in a reasonable amount, Directors' and Officers' Liability Insurance coverage to protect against wrongful and dishonest acts on the part of the officers, Directors, employees and other agents of the Association, including the Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association.

Section 2. Commercial General Liability and Other Insurance. The Board may obtain and maintain, in a reasonable amount as determined by the Board, Commercial General Liability Insurance

coverage on the Common Areas or such other insurance coverages as may be deemed reasonable and necessary by the Board from time to time.

Article X. Compliance and Default

Section 1. Lot Owners. All Lot Owners shall be governed by and shall comply with the provisions of the Declaration, these By-laws and the Rules and Regulations, as any of the same may be amended from time to time. A default by a Lot Owner shall entitle the Association or an aggrieved Lot Owner to the relief as provided in this Article X.

Section 2. Fines. The Board of Directors may establish and assess fines against Lot Owners for every violation of the Declaration, these By-laws and the Rules and Regulations by the Lot Owner, his family members, guests, invitees, employees and/or agents. The Board of Directors may also assess fines upon referral from the Architectural Control Committee provided the referral includes documented, specific violations and corresponding financial penalties. If a Lot Owner requests a hearing in writing, before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held. Fines are Special Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by a Lot Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

Section 3. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Article XI. Amendments

Section 1. Amendments. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members, at a meeting called for such purpose, by an affirmative vote of Members to which at least sixty percent (60%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Lot Owners.

Section 2. Notices. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally or upon mailing if sent by United States mail, first-class postage prepaid, or otherwise as the Act may require or permit at the following:

(a) if to the Lot Owner, at the address shown on the Membership Roster; and

(b) if to the Association or its Managing Agent, at the registered office of the Association.

Article XII. Miscellaneous

Section 1. Invalidity. The invalidity or unenforceability of any portion of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 2. Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

Section 3. Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the officers or Directors of this Association which would not be permitted to be taken by an organization described in Section 528 of the Internal Revenue Code of 1986, as amended.

Section 4. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

Section 5. Defined Terms. Terms defined in the Declaration shall have the same meaning herein unless the context clearly indicates to the contrary.

IN WITNESS WHEREOF, the undersigned initial Board of Directors of the corporation have caused these Bylaws to be executed this 1st day of February, 2018.

Steve Bersell, Director

Brett K. Miller, Director

Craig Raddatz, Director

The Tamarind

2024 Operating Budget

	Annual	Per Lot	Per Month
INCOME			
Association Fee	$ 26,880.00	$ 480.00	$ 40.00
Total Income	**$ 26,880.00**	**$ 480.00**	**$ 40.00**
EXPENSE			
Accounting	$ 160.00	$ 2.86	$ 0.24
License & Fees	$ 25.00	$ 0.45	$ 0.04
Landscape	$ 13,500.00	$ 241.07	$ 20.09
Landscape Improvement	$ 150.00	$ 2.68	$ 0.22
5 Year Stormwater Inspection	$ 1,250.00	$ 22.32	$ 1.86
Management Fee	$ 5,380.00	$ 96.07	$ 8.01
Pond Management	$ 2,500.00	$ 44.64	$ 3.72
Office Services	$ 100.00	$ 1.79	$ 0.15
Reserve Transfer	$ 2,690.00	$ 48.04	$ 4.00
General Repairs	$ 190.00	$ 3.39	$ 0.28
Insurance	$ 550.00	$ 9.82	$ 0.82
Meeting Expense	$ 100.00	$ 1.79	$ 0.15
Legal Counsel Fees	$ 285.00	$ 5.09	$ 0.42
TOTAL EXPENSE	**$ 26,880.00**	**$ 480.00**	**$ 40.00**
Net Income (Loss)	$ -	$ -	$ -

56 Single Family Lots

Document Number	Declaration of Restrictions Document Title

4317650

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

December 28, 2017 09:36 AM
James R Behrend
Register of Deeds
29 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Recording Area

Drafted by and Return to:
Joseph E. Tierney IV, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue
Suite 1400
Milwaukee, WI 53202

See Exhibit A
Parcel Identification Number (PIN)

DECLARATION OF RESTRICTIONS FOR TAMARIND

12/30/17

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DECLARATION OF RESTRICTIONS
FOR
TAMARIND

THIS DECLARATION OF RESTRICTIONS FOR TAMARIND (this "***Declaration***") is made as of the 8th day of November, 2017, by FRED-Wruck Joint Venture, LLC, a Wisconsin limited liability company ("***Declarant***").

WHEREAS, Declarant is the owner of the real property located in Village of Menomonee Falls, Waukesha County, Wisconsin described on **Exhibit A** attached hereto ("***Property***");

WHEREAS, Declarant desires to subject the Property to this Declaration and the terms and conditions set forth herein.

ARTICLE I.

BUILDING AND USE RESTRICTIONS

1.01. **Lot; Residential Owner**. For the purpose hereof, the term "***Subdivision***" shall mean the Property subject to this Declaration. The term "***Lot***" shall mean any residential Lot in the Subdivision. For the purposes of this Declaration, the term "***Lot Owner***" shall mean any owner of any residential Lot in the Subdivision.

1.02. **Single-Family Residence**. All Lots in the Subdivision are hereby restricted to allow the erection of only one (1) single family residence (hereafter referred to as a "***Single-Family Residence***") and each Lot shall only be used for single-family residential purposes; except that Declarant may use one (1) or more contiguous Lots for the purpose of construction a clubhouse and pool to be known as "Club Tamarind" as provided herein. A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. No structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one detached single-family dwelling and a private garage attached to said dwelling for not less than two (2) cars but no more than three (3) cars. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Lot. The foregoing restrictions as to Lot and use shall not, however, be construed in such a manner as to prohibit an Owner from maintaining his or her personal professional library in his or her Single-Family Residence, keeping his or her personal business or professional records or accounts in his or her Single-Family Residence or handling his or her personal or business records or accounts in his or her Single-Family Residence; or handling his or her personal business or professional telephone calls or correspondence from his or her Single-Family Residence. Nothing in this Section shall authorize the maintaining of an office (other than a sales office operated by Declarant or by any builder approved by Declarant

which sales offices are expressly permitted hereunder) at which customers or clients customarily call and the same is prohibited.

1.03. **Approval of Plans.** In order to maintain the integrity and aesthetics of the Subdivision, all building plans for any Single-Family Residence or other permitted improvements, including, but not limited to, the exterior design and color of each building to be constructed (the "***Building Plans***"); a stake out survey showing the building footprint and driveway, setbacks, as well as all sidewalks, decks and patios (the "***Survey***"); planned erosion control measures, existing ground grade, proposed finished yard elevations (together the "***Erosion Control and Grading Plan***"); and detailed landscaping specifications which shall depict existing trees and any trees to be removed, their species, size and location, and the size and location of proposed trees, shrubs, bedding plantings, berms, fences, decks, patios, sidewalks, driveways, lamp posts, family gardens, inground pools and other landscape features and materials (together the "***Landscaping Plan***" together with the Building Plans, Survey, and Erosion Control and Grading Plan, the "***Plans***") shall be submitted to the Committee (as hereinafter defined) and the Committee shall have approved the same in writing prior to a Lot Owner (or its agents or contractors) submitting an application for a building permit and prior to the commencement of any work on the Single-Family Residence. The particulars to be included in the plans listed above are set forth in Section 1.04 below. The Committee's approval of the Building Plans, Survey, Erosion Control and Grading Plan and the Landscape Plan shall be based upon the building and use restrictions contained in this Article I (or as the same may be modified for the Expansion Areas as provided in Article III hereof) and such guidelines as may be adopted from time-to-time by the Committee, in the Committee's sole discretion. The Committee shall have the right to withhold exterior design, exterior material, and square footage requirements approval if the design and square footage requirements are too similar in appearance or does not aesthetically conform to the other buildings in close proximity. The intent of the Committee is to maintain reasonable diversity in appearance and a high-end quality of design and exterior building materials in the Subdivision. Once approved by the Committee, the Building Plans, Survey, Erosion Control and Grading Plan and the Landscape Plan shall not be amended without the Committee's prior written consent.

1.04. **Plan Requirements.** Plans shall be developed to enhance the ambience of each Lot and the overall Subdivision. All plans and specifications shall be submitted via e-mail to Tamarind@fred-inc.com (or such other address that the Committee may designate) in .PDF format together with the review fee set by the Committee, and shall be designed by a registered architect, a professional engineer experienced in home design, residential design professional or other comparable qualified individual or firm. All plans shall conform to the Wisconsin Administrative Code.

(a) Building Plans must contain at least the information set forth in Section 2.02(b) below. The Lot Owner shall not commence any building or improvement construction until the Committee has approved the Building Plan in writing.

(b) Erosion Control and Grading Plans should include the finished yard grades, the location and elevation of berms, downspout locations, foundation or sump pump discharge locations, and any potential drainage from Lots onto the adjacent Lots in

order to determine the proper discharge of water. All Lots shall be graded immediately upon completion of foundation construction of a Single-Family Residence in compliance with the "***Erosion Control Standards***" set forth on **Exhibit B** attached hereto and any other requirements of the Village of Menomonee Falls, Wisconsin Department of Natural Resources, or other applicable governmental body, if any ("***Governmental Requirements***"). No Lot Owner shall grade or obstruct any swale or drainage way (whether in an easement or not) is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots. Any modification to drainage patterns must be approved by the Committee and all applicable governmental authorities. Strict compliance with the Erosion Control and Grading Plan and any Storm Water Control Improvement Plans shall be enforced by the Declarant and/or the Association to prevent the discharge or redirection of storm water onto any adjacent Lots contrary to other Erosion Control and Grading Plans or Governmental Requirements. The Lot Owner shall not commence any excavation, construction or grading until the Committee has approved the Erosion Control and Grading Plan in writing.

(c) The Landscape Plan should include all plantings plus basic site features such as fences, decks, patios, sidewalks, driveways, lamp posts, in ground swimming pools, additions, and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of the Subdivision. Each Lot Owner shall prepare the Landscape Plan in such a manner as to maintain the style of the Subdivision which is to be natural, meaning sweeping curvilinear bed lines and plant placement, and clustering of like plant material in small to medium groups. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Lot as set forth on **Exhibit C** hereto (the "***Landscape Requirements***"). If Landscape Requirements are not met within twelve (12) months of commencement of construction of the Single-Family Residence, the Association, or the Committee on the Association's behalf, shall have the right to, on the Lot Owner's behalf, take such action it deems necessary, and shall have the right to levy a Special Assessment against the Lot to pay for such actions as set forth in Section 6.11 hereof. No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement. The Lot Owner shall not commence any landscaping until the Committee has approved the Landscape and Grading Plan in writing.

1.05. **Completion.** Each Lot shall, within twelve (12) months of commencement of construction of the Single-Family Residence located thereon, be improved with all building, erosion control, grading and landscaping that was set forth in the plans approved by the Committee under this Article I.

1.06. **Noise.** Loud machinery used for landscape maintenance shall not be operated before 7:00 a.m. or after 6:30 p.m. during any day of the week.

ARTICLE II.

ARCHITECTURAL CONTROL COMMITTEE

2.01. **Establishment, Duties, Membership.**

(a) Existence. There shall be an Architectural Control Committee (***"Committee"***) which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

(b) Approval Required. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

(c) Rules. The Committee shall consist of no fewer than three (3) persons designated by Declarant. All members of the Committee shall serve at Declarant's pleasure until such time as Declarant no longer owns any Lots within the Subdivision or any portion of the Expansion Areas (as hereinafter defined). A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Declarant no longer owns any Lots in the Subdivision or any land within an Expansion Areas subject to this Declaration, Declarant and Committee members shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the Directors (as hereinafter defined) of the Association (as hereinafter defined) shall elect the members and fill vacancies on the Committee. In the event of any vacancy, Declarant (or the Board if Declarant no longer owns any Lots or any portion of the Expansion Areas) shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Section 2.02. For the purpose of this Article, each Lot shall constitute a unit having a single vote.

2.02. **Procedure.** A Lot Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, a complete set of construction plans and specifications for all improvements, a survey showing the location of all contemplated improvements and the required review fee.

The items submitted to the Committee shall include:

(a) Committee Review Form to be provided by Committee upon request;

(b) Building Plans containing at least the following information:

i. Complete construction details for all buildings, structures, fences, walls and other improvements as to size restrictions detailed in Section 2.06 below;

ii. All proposed facades of any building, including the style, color and location of eaves and windows;

iii. Description of all materials to be used in any building or improvement as described in Section 2.08 below; and

iv. The color scheme of all improvements;

(c) Survey(s) of the Lot showing the building footprint and driveway, setbacks, as well as all sidewalks, decks and patios;

(d) Erosion Control and Grading Plan with erosion control measures, existing and proposed finished yard elevations;

(e) Landscape Plan with detailed specifications, which shall show existing trees and any trees to be removed, their species, size and location, and the size and location of proposed trees, shrubs, bedding plantings, berms, fences, decks, patios, sidewalks, driveways, lamp posts, family gardens, inground pools and other landscape features and materials; and

(f) Such other materials as the Committee may deem necessary.

A SUBMISSION WILL NOT BE COMPLETE AND WILL NOT BE REVIEWED BY THE COMMITTEE, AND THE THIRTY (30)-DAY APPROVAL TIME SET FORTH BELOW SHALL NOT COMMENCE, UNTIL ALL DOCUMENTS REQUIRED IN THIS SECTION 2.02 HAVE BEEN SUBMITTED AND THE COMMITTEE HAS SENT ACKNOWLEDGEMENT OF SUCH RECEIPT. All such submissions shall be to Declarant at its principal place of business, 789 North Water Street, Suite 200, Milwaukee, Wisconsin 53202, Tamarind@fred-inc.com (or, if Declarant ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 1.04. Declarant or representative of the Committee shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least two of its members, may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members or by the Committee's authorized representative. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Lot Owner shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any

changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

If an application has been denied, or the approval is subject to conditions the Lot Owner feels are unacceptable, the Lot Owner may request a hearing before the Committee to justify his or her position. The Committee will hear such arguments and consider the supporting facts and render a decision within ten (10) business days of the hearing. If a Lot owner is still dissatisfied, he or she may appeal the Committee's decision to the Board of Directors.

2.03. **Standards.** The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

(a) are not in conformity with any of the restrictions set forth in this Declaration; or

(b) are not desirable for aesthetic reasons; or

(c) are not in harmony with buildings located on the surrounding Lots; or

(d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or

(e) are not in conformity with the general purposes of this Declaration.

2.04. **Occupancy.** No structure shall be occupied unless it has been constructed in and conforms with the plans approved by the Committee, and a municipal occupancy permit has been issued therefor.

2.05. **Liability of Committee.** The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

(a) The approval or disapproval of any plans and specifications, whether or not defective;

(b) The construction or performance of any work, whether or not pursuant to approved plans and specifications;

(c) The development of any property within the Subdivision; or

(d) The operation of any recreational facilities.

2.06. **Minimum Sizes for Single-Family Residences.** The following minimum sizes for a Single-Family Residence in the Subdivision shall be based solely on living area within the Single-Family Residence. For the purpose of computing the square footage of living area within a Single-Family Residence, the basement level or garage area of a Single-Family Residence shall not be included in the square footage. Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area. The main level is defined as the first level that is totally above the finished grade of the Lot. The Committee, in all instances, shall have

final discretion in determining the minimum square footage required for a Single-Family Residence to be built upon a Lot.

All Single-Family Residences shall have the following minimum living areas:

(a) Single-story ranch-style houses shall have not less than one thousand eight hundred (1,800) square feet of finished area.

(b) Two-story houses shall have not less than a combined total of two thousand one hundred (2,100) square feet of finished area on both floors. The first floor shall have no less than one thousand two hundred (1,200) square feet of livable area on the first floor.

2.07. **Front and Side Yard Requirements**. All buildings or any parts thereof shall be built and located in conformance with the setbacks and other restrictions depicted on the final Plat and the following standards:

Lots shall have the following setbacks:

(a) Minimum Front Yard Setback: 30 feet from the front Lot line.

(b) Minimum Side Yard Setback: 12.5 feet from each side of the Lot line.

(c) Minimum Rear Yard Setback: 30 feet from the rear Lot line.

2.08. **Building Materials**. All Single-Family Residences shall conform to the requirements generally summarized in **Exhibit D** attached hereto, as may be amended by the Committee from time to time, and specified in the requirements set forth below (collectively, "***Architectural Standards***").

(a) Exterior Walls. The exterior walls of a Single-Family Residence and attached garage must be constructed of cedar siding, fiber cement siding, engineered wood siding, stone, brick, or stucco with a minimum of thirty percent (30%) of the front elevation stone, brick, stucco or similar. Any exterior product that is similar to any of the accepted exterior materials in the preceding list will be reviewed separately by the Committee to be approved at its discretion; provided, however, the Committee must approve all exterior materials that are not included in the previous sentence, in writing, separate from the architectural plan approval. The Committee may, at its discretion, approve in writing the use of manufactured siding materials such as pressed board, masonite, or Hardipanel on designated portions of the home where deemed appropriate. No plywood, vinyl or aluminum siding or shake shall be allowed.

(b) Chimneys. All exterior chimneys shall be constructed with masonry, stone, or stucco. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no further than sixteen (16) inches above the chimney. It is strongly encouraged that chimneys emerge from the highest roof volume.

(c) Window Trim. All window glass should be clear. Window muntins must be used on all windows unless architectural style and the Committee allow for the elimination of this feature.

(d) Roof Pitch and Materials. Roof shall have a minimum pitch of 8/12. All roof areas shall be covered with wood shakes, 30-year dimensional fiberglass or asphalt shingles (with minimum weight of 300 lbs.), tile, copper, other approved metals or other roofing material; provided, however the Declarant shall have the right to approve all roofing materials in advance, in writing, in the Declarant's sole discretion.

(e) Fascia and Soffit. Fascia shall be of same material and color of exterior of home. Soffits shall be a minimum of ten (10) inches. Aluminum soffit is allowed.

2.09. **Garages**. All garages shall be attached to the Dwelling, shall have space for no fewer than two (2) cars but no more than three (3) cars. No detached garage, barn or shed, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

2.10. **Driveways**. All driveways from the garage to the street shall be constructed within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Lot Owner's ability to complete such construction. All driveways shall have sufficient space to allow for parking of no fewer than two (2) cars side by side and be constructed of asphalt, concrete, or other hard surface approved by the Committee.

2.11. **Completion**. Any Single-Family Residence, attached garage, landscaping and/or driveway shall be completed within twelve (12) months from the start of construction of the Single-Family Residence. Silt fencing shall be removed as soon as possible upon completion of all landscaping, unless it is necessary until the landscaping has stabilized. In the event a Lot Owner fails to complete the improvements as approved by the Committee after expiration of such twelve (12) month period, the Association, or the Committee on the Association's behalf, may, upon thirty (30) days' prior written notice, enter onto the Lot and complete any portion or all of the approved improvements, all at the cost of such Lot Owner, and all costs incurred by the Association or the Committee in connection therewith including, without limitation attorneys' fees, shall be reimbursed by the Lot Owner as a Special Assessment as provided in Section 6.11 hereof.

2.12. **Fences; Hedges or Mass Screening Plantings**. Plans showing exact locations and construction details of fences, walls, hedges or mass screening plantings shall be submitted to the Committee and be approved in writing before they may be constructed or planted. All fences, walls, hedges or mass screening plantings shall comply with the Landscape Requirements. Fence approvals are at the Committee's sole discretion and will depend on such items as landscaping screening, functionality, location, and/or materials. Fencing shall be located exclusively in the rear yard area and must be located inside of the setback requirements of each Lot. In the event the fence restrictions and ordinances of the Village or Menomonee Falls are more restrictive from time to time than the restrictions contained herein, the Village of Menomonee Falls restrictions and ordinances shall control and supersede the terms and conditions contained herein. In the event a Lot Owner installs, constructs or plants any of the foregoing without the consent of the Committee, the Committee may, upon fifteen (15) days' notice, remove such fencing, hedges or mass screening plantings and offset the cost thereof against the Lot Owner pursuant to a Special Assessment as provided in Section 6.11 hereof.

2.13. **Outdoor Vehicular Storage.** There shall be no outside storage of cars, motorcycles, snowmobiles, jet skis, boats, trailers, buses, trucks or campers, or any other vehicles or items deemed to be unsightly by the Committee. Except during construction of a Single-Family Residence, the outside storage or overnight parking of trucks, vans and commercial vehicles is expressly prohibited, and any truck, van or commercial vehicle must be housed in a garage. In the event a Lot Owner violates the foregoing parking restrictions, the Committee may, upon three (3) days prior written notice to a Lot Owner for the initial violation in each calendar year, and immediately without notice for each additional violation in such calendar year, assess such Lot Owner $500 per violation and $100 per day for each day thereafter that the violation continues; provided, however, in the event the Lot Owner cures an initial violation in any calendar year within the foregoing three (3) day period, the Committee shall not have the right to assess the Lot Owner for such violation (but the violation shall constitute an initial violation in such calendar year for the purposes of determining notice requirements for any subsequent violations in such calendar year). Any assessment levied hereunder and the costs thereof against the Lot Owner pursuant to a Special Assessment as provided in Section 6.11 hereof.

2.14. **Outbuildings; Above Ground Swimming Pools; Tennis Courts; Antennas.** There shall be no outbuildings (which shall have the same meaning as the term "building, accessory" in § 122-2 of the Code of Ordinances of the Village of Menomonee Falls, Wisconsin as may be amended), above ground swimming pools, basketball tennis or other sport courts or satellite dish antennas. Notwithstanding the foregoing, satellite dishes and antennae that have a diameter of twenty-four (24) inches or less shall be permitted without the Committee's consent and those in excess of twenty-four (24) inches may be permitted if the design of such satellite dishes or antennae are approved by the Committee in advance. Notwithstanding the foregoing, the Committee shall have the authority to approve swing sets and other similar, non-weather-proof structures that do not exceed ten (10) feet in height, sixteen (16) feet in width, and ten (10) feet in depth so long as such structures consist of colors and materials that are aesthetically complimentary to the design standards of the Subdivision and such structures (or any portion thereof) are not erected or placed within any setbacks affecting a Lot. In the event a Lot Owner installs or constructs any of the foregoing structures without the consent of the Committee, the Committee may, upon fifteen (15) days' notice, remove such structures and offset the cost thereof against the Lot Owner pursuant to a Special Assessment as provided in Section 6.11 hereof.

2.15. **Rubbish Storage.** No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Single-Family Residence or any other permitted improvements) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition, or that will be obnoxious or offensive to the eye in the opinion of the Committee. Trash, garbage, refuse, debris or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary covered containers, which are stored out of sight of the street and adjacent property, except for regularly scheduled garbage collection days. No firewood or wood pile shall be kept outside a Single-Family Residence unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee.

2.16. **No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. Each Lot Owner shall keep its Lot free of any "noxious weeds" as defined by the State of Wisconsin, Department of Natural Resources as may be amended from time to time. Each Lot Owner shall be responsible for maintaining their Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to plans previously approved by the Committee under Section 1.04(c).

2.17. **Dog or other Pet Kennel or House; Pets.** No exterior attached or detached dog or other pet kennel or house shall be constructed or maintained on any Lot. No Lot Owners shall keep any pet or pets which create a nuisance. The maximum number of household pets shall be in accordance with the Village of Menomonee Falls ordinances covering such pets. All farm animals, poultry, horses, etc. (whether kept for commercial purposes or not), and all animals kept for commercial purposes shall be prohibited under any circumstances. Pets are not permitted on any of the Subdivision's common areas while unattended or unleashed. All pet waste shall be immediately picked-up and disposed of by the person in control of the pet.

2.18. **Utilities.** All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement. No exterior solar collectors shall be erected or installed.

2.19. **Variances.** The Committee is authorized in its sole discretion to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and/or are appropriate for Lots owned by persons other than the Declarant as of the date of this Declaration.

2.20. **Inspections.** The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, with notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

2.21. **Stormwater Runoff from Roof.** Each Single-Family Residence shall be constructed in a manner such that all stormwater runoff from the roof thereof shall be directed toward an absorbent, pervious surface. Stormwater from roof runoff may not be directly channeled into a driveway, street, neighboring Lot or into a stormwater drainage system.

2.22. **Signage.** All signs must be approved by the Committee prior to the erection of such sign on any Lot. One standard real estate agency sign will be allowed. For those owners of multiple Lots, using the same style of sign is encouraged.

2.23. **Maintenance of Streets and Lots During Construction.** Each Lot Owner shall cause the builder of its Single-Family Residence to keep the Subdivision's roads reasonably clean and free of debris resulting from the construction of such Single-Family Residence. During construction the Lot Owner shall ensure that its contractors maintains a clean construction site, including, but not limited to, cleanup of all scraps, paper, or other waste

materials, and that all access to the Lot shall only be through the approved driveway, and by no other means. In the event that the Lot Owner or its contractors fail to maintain a clean construction site or the streets of the Subdivision or enter the Lot by means other than the driveway, the Committee, after three (3) days prior written notice to the Lot Owner, shall have the right to perform the necessary cleanup (including any road clean-up) and/or make the necessary repairs (including any repairs to any neighboring Lot) and offset the cost thereof against the Lot Owner pursuant to a Special Assessment as provided in Section 6.11 hereof.

2.24. **Street Repair.** In addition, each Lot Owner shall repair, or cause its builder to repair, any damage caused to the Subdivision's roads, curbs or gutters caused by the Lot Owner or its builder. If the Lot Owner does not repair or restore any damage to the streets, gutters or curbs of the Subdivision as required in this Article II, the Committee, after five (5) days prior written notice to the Lot Owner, shall have the right to repair, replace or restore such streets, curbs and gutters and the Committee shall have the right to require the Lot Owner to reimburse the Committee for such expenditures pursuant to a Special Assessment as provided in Section 6.11 hereof. Further, any Lot Owner that fails to comply with this Section 2.24 after the Subdivision's roads, curbs or gutters are dedicated to the Village of Menomonee Falls shall indemnify the Association and/or any individual Lot Owner for any special assessments that are levied against the Association or any individual Lot Owner related to the repair, replacement or restoration of the Subdivision's roads, curbs or gutters. The costs related to such indemnification may be assessed against the Lot Owner via a Special Assessment as provided in Section 6.11.

ARTICLE III.

FUTURE STAGES OF DEVELOPMENT

The Declarant hereby reserves the right to hereafter subject other real estate to this Declaration, provided such real estate is or becomes adjacent to the Property (or any subsequent land made subject to this Declaration or any supplement hereto), and shall hereafter be collectively referred to as the "***Expansion Areas.***" The Expansion Areas authorized under this Article III shall be added by the Declarant recording a Supplement to this Declaration with respect to such Expansion Areas which shall extend the provisions of this Declaration to such Expansion Areas, and shall indicate any provisions which differ from the provisions of this Declaration or any prior Supplement to this Declaration. Declarant hereby reserves the right to alter, amend or otherwise modify any portion of Articles I and II of this Declaration as it may relate to any Expansion Areas. Except with respect to increasing the number of Lots, adding or creating any common areas and any other amendments, modifications or alterations to Articles I and II deemed necessary by the Declarant (including any and all amendments and modifications incidental thereto), any Supplement to these Declarations shall not otherwise revoke, modify, amend or add to the covenants established by this Declaration or any prior Supplement to this Declaration.

ARTICLE IV.

POWERS OF DECLARANT

4.01. **Enforcement Rights of Declarant.** The Declarant, Association or the Committee shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Lot Owner violating the terms, conditions or restrictions contained herein shall be personally liable for and shall reimburse the Declarant or Association for all costs and expenses, including attorneys' fees, incurred by the Declarant or Association in enforcing the terms, conditions and restrictions contained in this Declaration. In addition, to the extent Declarant or Association, as applicable, is not reimbursed for any and all cost expended by such party within fifteen (15) days after written demand therefore, such costs shall bear interest at the rate of twelve percent (12%) per annum (or the then highest rate allowed by law, whichever is less) until paid. Any Lot Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Lot Owner's Lot without first obtaining the prior written approval of the Declarant or the Committee shall, at the Declarant's or Association's discretion, be required to remove such improvement or improvements in their entirety at the Lot Owner's expense. If the Lot Owner does not remove such improvement or improvements in their entirety after thirty (30) days prior written notice to the Lot Owner, the Declarant or the Association may require the Lot Owner to pay any enforcement costs thereof as Special Assessment. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant.

4.02. **Good Faith Decisions by Declarant.** Each Lot Owner, by the purchase of its Lot, agrees that neither the Declarant, the Association, nor the Committee shall be held liable for any good faith decision or decisions made by the Declarant, Association, or the Committee in enforcing the terms, conditions and restrictions contained herein.

ARTICLE V.

EASEMENTS

5.01. **Grant of Easement for Drainage and Storm Water Control Purposes.** The Declarant shall have the right to grant an easement to adjacent property owners over portions of the Subdivision deemed necessary or desirable for surface and storm water drainage over the Subdivision from the retention pond construction on such adjacent property, in accordance with approved Development Agreements and all applicable federal, state, county and Village of Menomonee Falls regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by applicable governmental authorities and on file in the Village Clerk's office (the "***Drainage Easement***"). The terms of the Drainage Easement are hereby incorporated by reference. If there is any conflict between any provisions of the Drainage Easement and this Declaration of Restrictions for Tamarind, the provisions of the Drainage Easement shall control. In the event a Lot Owner shall cause a default under the Drainage Easement, the Association shall have the right to remedy such default and the cost of such remedy and any other costs incurred by the Association in connection therewith including, without limitation attorneys' fees,

shall be reimbursed by the Lot Owner as a Special Assessment as provided in Section 6.11 hereof.

5.02. **Other Easements.**

(a) The Association shall have a non-exclusive easement over such portions of the Lots deemed reasonably necessary for the installation, maintenance and repair of a pedestrian path through the Subdivision.

(b) The Declarant reserves the right to install a monument sign on a portion of one or more Lots and shall have a non-exclusive easement on, over, across and under any Lot or any portion thereof for such purpose and for purposes of repairing, maintaining, and lighting such sign.

(c) The Declarant reserves an easement on, over, and across the Subdivision for the purposes of installing any fencing and/or landscape it deems desirable as well as for the purposes of repairing and maintaining any such fencing or landscaping.

(d) The Declarant reserves the right to declare an easement over one (1) or more Lots as it deems necessary or desirable for the operation of the Property, the Expansion Areas, or the Association.

5.03. **Arbitration**. All claims, disputes and other matters in question arising out of or relating to this Article V or the breach of the provision therein which are not otherwise waived shall be decided by arbitration in accordance with this arbitration clause.

(a) Arbitration shall be initiated by a demand served by certified mail, return receipt requested, upon the other party within one (1) year after the facts underlying the claim, dispute or other matter in question have occurred.

(b) Failure to serve the demand for arbitration in time shall constitute a waiver of the claim, dispute or other matter in question and there shall be no further right to pursue it by arbitration or otherwise.

(c) The single Arbitrator shall be appointed by Waukesha County Circuit Court or as provided for in Chapter 788, Wis. Stats., as the same may be amended from time to time, upon the application by the aggrieved party. The fees of the arbitrator and other costs shall be borne equally by the parties.

(d) This arbitration clause shall be specifically enforceable under the Wisconsin Arbitration Act, and the award of the arbitrator shall be final and binding and may be reduced to judgment pursuant to the Wisconsin Arbitration Act. Should any party challenge the validity or enforceability of this arbitration clause or the award of the arbitrator and not prevail, that party shall indemnify the other party for all costs and expenses, including attorneys' fees, incurred related to that challenge or enforcing this right to indemnity.

ARTICLE VI.

ASSOCIATION

6.01. **Establishment of Association.** An association (herein referred to as the "***Association***") of the Lot Owners of Lots in the Subdivision and, as applicable, the Expansion Areas, is hereby created for purposes of:

(a) managing and controlling the common affairs, including the financial obligations, of the Subdivision,

(b) owning, managing, controlling, maintaining, granting easements to or selling any Common Areas in the Subdivision,

(c) enforcing compliance of the Lot Owners with the applicable provisions of the Declaration or the Comprehensive Grading Plan,

(d) reviewing and upholding or overturning decisions by the Committee; and

(e) performing other duties as set forth herein for the common benefit of the Lot Owners.

The Association shall be known as "***The Tamarind Homeowners Association, Inc.***" and shall be incorporated as a non-stock corporation pursuant to Chapter 181, Wisconsin Statutes. The affairs of the Association shall be governed by By-laws to be enacted by the Declarant as incorporator of the Association.

6.02. **Common Areas.** Declarant shall have the right to designate and improve such portions of any undeveloped Lot as a common area unless or until such undeveloped Lot has been sold to a Lot Owner (the "***Common Areas***"). All Common Areas and related facilities as developed per the approved final plat shall be used for the common benefit of the Lot Owners in the Subdivision. Such Common Areas shall not be used for recreational or other activities by any Lot Owner unless in accordance with the terms, conditions and restrictions contained herein or as are hereafter adopted or otherwise approved by the Declarant or Association. The Declarant shall have the right to erect signs in the common areas to promote the sale of Lots in the Subdivision. Any signs, monuments, structures or other common facilities constructed by the Declarant or the Association on any Common Areas shall be operated and properly maintained and repaired by the Declarant or the Association (as the case may be) so as to be neat and attractive in appearance. The Association shall properly maintain the Common Areas so that they are neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation). Any portion of the common area within any public street right-of-way may only be improved or altered with the consent of the appropriate public authorities.

6.03. **Board of Directors.** The Association shall initially be governed by a Board of Directors, hereinafter referred to as the "***Board of Directors***" or "***Board,***" each member a "***Director***", which shall be solely responsible for the activities of the Association. The initial members of the Board will be appointed by the Declarant and shall not exceed three (3) in number (the "***Initial Directors***"). After the term of the Initial Directors, as provided in 6.05, below, the Board shall consist of not more than five (5) directors, to be elected pursuant to the By-laws of the Association. Notwithstanding the foregoing, so long as the Declarant owns any Lots or any Expansion Areas, the Board shall consist of directors appointed solely by the Declarant.

6.04. **Qualifications of Directors.** To qualify as a member of the Board, a person must be either a Lot Owner or a duly designated officer, agent or representative of a Lot Owner, the Declarant or the Developer.

6.05. **Initial Term of Office of Directors.** The term of office of the Initial Directors (which have been appointed by the Declarant) shall commence upon the date of recording of this Declaration and shall continue until two (2) calendar years after the year in which Declarant no longer owns any of the Lots then subject to this Declaration (including any Expansion Areas added hereto), or upon such earlier time as may be designated by Declarant (the "***Initial Term***"). During such Initial Term, Declarant shall have the right to appoint, remove or replace all three Directors. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time or times during such Initial Term.

6.06. **Subsequent Terms of Office of Directors**. After the Initial Term as provided in 6.05 above, the term of office of Directors shall be for two (2) calendar years. If any Director shall die, resign, be unable to act or cease to be qualified to be a Director, the unexpired term of such Director shall be filled pursuant to the provisions set forth in the By-laws of the Association.

6.07. **Membership Voting Rights**. Every Lot Owner, upon acquiring title to a Lot under the terms of the Declaration, or upon entering into a land contract for the purchase of a Lot, shall automatically become a Member of the Association and shall remain a Member thereof until such time as the ownership of such Lot ceases for any reason, at which time Membership in the Association shall automatically cease. In the event a Lot is owned by more than one (1) person or entity, the person or entity who shall be entitled to vote for the Lot shall be the person or entity named on a certificate executed by all of the co-owners of the Lot and filed with the Secretary of the Association.

6.08. **Meetings of the Board of Directors and the Association**. All meetings of the Board shall be open to Lot Owners, and shall be held upon not less than three (3) days prior written notice to all Directors and Lot Owners. A Majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Actions of the Board shall be taken by majority vote of the Directors. The Board shall call a meeting of all the members of the Association no less than one (1) time per calendar year.

6.09. **Duties of the Board of Directors.** In addition to any duties of the Board set forth in the By-laws of the Association, the Board shall have the following duties:

(a) To provide for the maintenance of improvements in the Common Area;

(b) To establish dates and procedures for the election of members to the Board;

(c) To promulgate operating procedures for the conduct of the Association's and the Board's affairs;

(d) To enforce the terms, conditions and restrictions contained in this Declaration according to the terms thereof; and

(e) To establish the Committee. Notwithstanding anything contained herein to the contrary, the Declarant has the right to retain this power indefinitely and to appoint the members of the Committee. Once control of the Committee has ceded to the

Association by the Declarant, such Committee shall consist of three (3) persons appointed by the Board of Directors. No Lot Owner of an unimproved Lot (except for the Declarant or an employee thereof) shall have the right to serve on the Architectural Control Committee.

6.10. **Board Powers.** In addition to any powers of the Board set forth in the By-laws of the Association, The Board shall have the following powers:

(a) To take such action as may be necessary to cause the Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;

(b) To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder, including without limitation, the hiring of employees, or a management company to operate and maintain the Common Areas including Club Tamarind (if built);

(c) To levy and collect fees or assessments in accordance with the provisions of 6.11 below; and

(d) To do anything or take any other action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under and enforce this Declaration.

6.11. **Assessments.** The Board shall levy and collect assessments in accordance with the following and in accordance with the By-laws of the Association:

(a) The Lot Owner of each Lot shall be subject to a general annual charge or assessment ("***General Assessment***") equal to its share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The Board may, in its discretion, specifically allocate certain costs (for example the cost of maintenance and repairs of stormwater facilities, outlots, or a clubhouse if built) to those Lots directly benefited from such costs incurred ("***Allocated Expenses***"). The pro rata share of a Lot Owner shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots subject to this Declaration (including any applicable Expansion Areas added hereto) at the time of the assessment for subdivision wide expenses and Allocated Expenses to those Lots specifically benefited. Said costs shall include, but not be limited to, taxes; insurance; repair, replacement and additions to the improvements made to the Common Areas; repairs, replacements and additions to the Storm Water Control Improvements to the extent the Association is required to contribute thereto; equipment; materials; labor, management and supervision thereof; and, all costs for the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board shall also have the power to levy a special assessment ("***Special Assessment***") against any individual Lot Owner for the failure of such Lot Owner to: maintain said Lot Owner's Lot in accordance with the reasonable standard of the Subdivision; install the seeding, sodding, and/or mulching of the Lots; maintain the lamp post; install street trees and required landscaping; failure to clean, repair or restore the Subdivision's streets, curbs or gutters; failure of said Lot Owner to

comply with the reciprocal easements created, the Comprehensive Grading Plan, the Landscaping Plan, the Erosion Control Standards for the Subdivision, or the Storm Water Control Improvements Plan; and/or failure of said Lot Owner to comply with the terms, conditions and restrictions contained in this Declaration. (General Assessments and Special Assessment are sometimes collectively referred to as "***Assessments***," herein). Notwithstanding anything to the contrary, any Special Assessment levied by the Committee shall be subject to the Board's review and any liens against a Lot Owner shall only be placed upon a Lot with the approval of the Board.

(b) Declarant shall not be required to pay any Assessment on any Lots owned by the Declarant.

(c) Assessments shall be approved by the Declarant or at a duly convened meeting of the Board.

(d) Written notice of an Assessment shall be personally delivered to each Lot Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Lot Owner.

(e) Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

(f) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid Assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The Assessments and interest thereon shall also be the personal obligation of any current or subsequent Lot Owner of the Lot against which the Assessment was made.

(g) The Board may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document or the collection of an Assessment shall be borne by the affected Lot Owner.

(h) Upon application by any Lot Owner, any Director may, without calling a meeting of the Board, provide to such Lot Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Board, and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Board and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding Assessments or other amounts due to the Association.

(i) Any lien for Assessments may be foreclosed by a suit brought by the Board, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The affected Lot Owner shall be responsible for all of the Association's costs in collecting the Assessment, including, but not limited to, attorneys' fees.

6.12. **Common Area Improvements.** During the term of the Initial Directors, the Board shall not have the power to make improvements to the Common Area in addition to those

then in existence (herein referred to as "***Additional Improvements***") without the written approval of the Declarant. Notwithstanding the foregoing, Declarant reserves the right to construct improvements on one (1) or more contiguous Lots as designated by Declarant in its sole discretion, to be known as Club Tamarind (whether one or more Lots, the "***Club Tamarind Lot***"). Club Tamarind may encompass various recreational and social amenities constructed on the Club Tamarind Lot by Declarant, which may include, without limitation, a swimming pool and clubhouse for use by Lot Owners. Each Lot Owner shall have the right to use Club Tamarind as with other Common Areas, subject to the rules and regulations created by the Association, except in the event such Lot Owner has outstanding assessed and unpaid Assessments owed to the Association.

Upon delivery of the Club Tamarind improvements and Club Tamarind Lot to the Association, the Association shall maintain, repair and replace Club Tamarind and the Club Tamarind Lot as determined necessary or appropriate by the Association. The cost of maintaining, insuring, and replacing shall be included in the annual budget prepared by the Association and shall be paid for through General Assessments of the Lot Owners as members.

6.13. **Liability of Board and Committee Members**. Directors shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Board. The Association shall indemnify and hold the Directors harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

6.14. **Failure to Enforce**. Failure of the Declarant, the Committee, Association or the Board to enforce any terms, conditions or restrictions contained in this Declaration, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or acquiescence in any subsequent violation.

ARTICLE VII.

AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the parties having at least sixty percent (60%) of the votes in the Association (including the Declarant's voting rights in relation to Lot Owners set forth in the Bylaws). This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin. Notwithstanding the foregoing, so long as Declarant owns any Lots or any Expansion Areas, any amendment to this Declaration by the members of the Association must be approved by Declarant. Declarant shall also have the right to amend this Declaration as Declarant deems necessary, appropriate or desirable.

ARTICLE VIII.

TERM AND BINDING EFFECT

8.01. **Term.** This Declaration and any amendments shall be in force for a term of thirty (30) years from the date the Declaration is recorded. Upon the expiration date of such initial thirty (30) year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of ten (10) years, unless prior to the end of the then-current term a Notice of Termination is executed by the Lot Owners, and their mortgagees, of at least seventy-five percent (75%) of all Lots, is consented to by the Village of Menomonee Falls, and is thereafter recorded in the Office of the Register of Deeds of Waukesha County. This Declaration shall be binding upon all Lot Owners and any other person claiming under or through the Declarant.

8.02. **Covenants Binding on Lot Owners.** The covenants, rights, terms, reservations, limitations, agreements and restrictions contained in this Declaration of Restrictions for Tamarind shall be deemed to be covenants running with the Subdivision and each Lot therein, and not conditions, and shall bind Declarant and all Lot Owners, their respective heirs, successors and assigns. It is understood and agreed that the covenants, rights, terms, reservations, limitations, agreements and restrictions herein are part of a uniform plan of development for the Subdivision as a whole, and the recording of this Declaration of Restrictions for Tamarind shall be constructive notice to any present or future Lot Owner or Lot Owners of any interest in the Subdivision and/or any Lot therein of the terms of this Declaration of Restrictions for Tamarind, whether or not specific reference is made in the deed or instrument of transfer to such Lot Owner or Lot Owners. By the acceptance of a deed or other instrument of conveyance, the Lot Owner accepting such instrument automatically thereby consents to and approves of this Declaration of Restrictions for Tamarind and agrees to be bound by its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 27th day of December, 2017.

FRED-WRUCK JOINT VENTURE, LLC

By: Fiduciary Real Estate Development, Inc., its Manager

By: _____
Brett K. Miller, President and CEO

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before this 13th day of December, 2017, the above-named Brett K. Miller, President of Fiduciary Real Estate Development, Inc., the Manager of FRED-Wruck Joint Venture, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in such capacity.

MARGARET JABERG NOTARY PUBLIC STATE OF WISCONSIN

_____
Margaret Jaberg, Notary Public
State of Wisconsin
My Commission expires November 23, 2019

EXHIBIT A

Legal Description of the Property

Parcel A:
Lot 2 of Certified Survey Map No. 10744, recorded December 21, 2009, in Book 104 of Certified Survey Maps, Pages 7 to 11, as Document No. 3714741, being all of Lots 1 and 2 of Certified Survey Map No. 1451, and all of Lot 2 of Certified Survey Map No. 8563, all being part of the Southwest 1 /4 and Northwest 1/4 of the Southeast 1/4 of Section 32, Town 8 North, Range 20 East, in the Village of Menomonee Falls, County of Waukesha, State of Wisconsin.

Tax Key No: MNFV 0128.998.005

Parcel B:
All that part of the East 1/2 of the Southwest 1/4 of Section 32, Town 8 North, Range 20 East, in the Village of Menomonee Falls, County of Waukesha, State of Wisconsin.
EXCEPT the following described parcel:
Commencing at the Southwest corner of said East 1/2, Southwest 1/4; thence North along the West line thereof 224.1 O feet to the point of beginning; thence continuing North on said West line 330.00 feet; thence South 87° 24' East 132.10 feet; thence South 370.00 feet; thence North 70° 47' West 139.75 feet to the point of beginning.
ALSO EXCEPT the following described parcel:
Commencing at the South 1/4 corner of Section 32; thence North 89° 34' West along the South Section line 287 .94 feet; thence North 00° 26' East 65.00 feet to the Northerly right of way of Lisbon Road; thence Northwesterly on the arc of a curve whose center is to the Northeast 793.02 feet (chord bearing North 81 ° 27' 1 O" West 790.37 feet, R-2799.93 feet); thence North 06° 16' East 258.05 feet to the point of beginning; thence continuing North 06° 16' East 108.13 feet; thence North 86° 20' West 154.12 feet; thence South 01 ° 04' West 101.65 feet; thence South 83° 46' East 144.75 feet to the point of beginning.
ALSO EXCEPT all that part of the East 1/2, Southwest 1/4 lying South of the North right of way of Lisbon Road (also known as Highway "K").
ALSO EXCEPT all of Certified Survey Map No. 165, recorded in Volume 1 of Certified Survey Maps, on Page 237, as Document No. 612499.
ALSO EXCEPT all of Certified Survey Map No. 321, recorded in Volume 2 of Certified Survey Maps, on Page 166, as Document No. 646123.
ALSO EXCEPT all of Certified Survey Map No. 1533, recorded in Volume 10 of Certified Survey Maps, on Page 193, as Document No. 809074.
ALSO EXCEPT all of Certified Survey Map No. 11064, recorded in Volume 108 of Certified Survey Maps, on Pages 194 to 197, as Document No. 4017516.

Tax Key No: MNFV 0127.991.006

Parcel C:
Lot 2 of Certified Survey Map No. 11268, recorded on December 30, 2014, in Book 111 of Certified Survey Maps on Pages 124-128, as Document No. 4116944, being a redivision of lands located in a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1 /4 of Section 32, Town 8 North, Range 20 East, in the Village of Menomonee Falls, County of Waukesha, State of Wisconsin.

Tax Key No: MNFV 0127.999.002

EXHIBIT B

Erosion Control Standards

Each Lot Owner shall prevent soil erosion and sedimentation by:

1. Installing and maintaining a gravel entrance (6 inches of 2 to 3 inch aggregate, 7 feet wide and 50 feet long or the distance from the road to the construction area, whichever is less); requiring all vehicles to use that entrance;
2. At the end of each work day, cleaning up any soil tracked onto the road;
3. Locating all soil piles at least 25 feet from any downslope road, ditch or drainage way; immediately placing silt fence on the downslope side of all soil piles;
4. As soon as gutters are installed, placing extenders on all downspouts to route roof water to a stabilized area; continuing use of the extenders until vegetation is established; and
5. Sodding, seeding and/or mulching of the Lot within 60 days after the occupancy permit is issued; maintaining the sod or seed by watering and any necessary replanting. (For homes with occupancy permits issued between November 1 and April 30, the Lot shall be covered with mulch within 30 days after the occupancy permit is issued and the mulch shall be maintained until the Lot is sodded or seeded. For these Lots, sodding or seeding shall be completed by June 1).

All erosion control measures shall be installed and maintained according to the best standards and specifications set forth in the Wisconsin Construction Site Best Management Practice Handbook and the Wisconsin Soil Conservation Service Field Technical Guide.

EXHIBIT C

Landscape Requirements

The style of the landscape design intended for Tamarind is to be natural, meaning sweeping, curvilinear bed lines and plant placement, and clustering of like plant material in small to medium groups.

REQUIRED PLANTINGS

Each proposed single-family Lot Landscape Plan shall contain (as minimum standards) the following in the front yard, and side yard for corner lots;

- Street Trees by municipal requirement: A minimum of two 2 ½" caliber shade/canopy trees per lot (four for corner lots) shall be placed in the terrace area (area between the property line and the curb). Shade/Canopy tree species shall be selected from the Approved Tamarind Landscape Plan.
- Ornamental Trees: A minimum of one deciduous or one evergreen tree per lot shall be placed in the front yard.
- Turf Establishment: All proposed lawn areas (turf) may be seeded or sodded at the time of landscape installation. ("No-Mow" seed mixes are prohibited)

RETAINING WALLS AND FENCING

- Retaining Wall(s): Proposed retaining walls for a proposed single-family residence shall be constructed in the following manner:
    - Walls heights shall be limited to a 48 inch vertical face per wall face. A tiered approach to retaining walls in excess of 48 inches (total overall wall height) is encouraged.
    - Materials for proposed retaining walls shall include:
        - ❖ Natural Stone: To include Lannon Stone (cut or snapped dry-wall stone), Outcropping Stone or Natural Granite Boulders. Cut-sheet or photo shall be provided with plan submittal. Walls in excess of 48 inches shall include construction details approved by a Professional Structural Engineer licensed in the State of Wisconsin.
        - ❖ Segmental Concrete Unit Masonry: To include larger-format cast or pressed concrete units with blended colors to compliment the color palate of the proposed residence. Cut-sheet or photo shall be provided with plan submittal, and details showing construction methods as stated under "Natural Stone" shall be included in the submittal.
        - ❖ ***Note: Landscape timbers and railroad ties are not acceptable retaining wall options.***

- Fencing:
    - Proposed fencing shall be located exclusively in the rear yard area and must be located inside of the setback requirements of each Lot. The height of fencing is limited to 48 inches above the approved grade at the proposed location of the fencing. The location of the proposed fencing shall be shown on the Lot Survey and submitted for Committee review. Approval of fencing shall be at the

discretion of the Committee. Proposed fencing shall be limited to the following materials, with a manufacturer's cut-sheet provided with the plan submittal.

- Acceptable fence materials include:
  - Ornamental Extruded Aluminum.
  - Natural Cedar.
  - ***Note: Chain link and PVC fence are not acceptable fencing options.***

EXHIBIT D

Architectural Standards Summary

NOTE: This summary is provided for informational purposes only

- Items necessary for Architectural Control Committee review for approval:
  - Committee Review form (provided by the Committee upon request)
  - Building Plans with floor Plans listing each levels' square footage
  - Survey showing at least building footprint and setbacks
  - Erosion Control and Grading Plan (per Standards in Exhibit B)
  - Landscape Plan (per Requirements in Exhibit C)
  - Submit all in .PDF for mat by email to Tamarind@fred-inc.com

- Color submission needed for all elevations including:
  - Siding
  - Stone/Brick/Stucco (Minimum 30% front elevation)
  - Trim

- Home Size Minimum
  - 1,800 square feet for single-story
  - 2,100 square feet for two-story; minimum of 1,200 square feet on the first floor

- Roof Materials and Pitch
  - Roof areas shall be covered with wood shakes, 30-year dimensional fiberglass or asphalt shingles (with minimum weight of 300 lbs.), tile, copper, other approved metals or other Committee approved material.
  - All exterior chimneys shall be constructed with masonry, stone, or stucco. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no further than 16 inches above chimney.
  - Pitch minimum 8/12

- Garage
  - Minimum 2 cars; maximum 3 cars
  - All drives shall be constructed of asphalt, concrete, or other hard surface approved by the Committee. All drives shall be installed within 30 days of occupancy or upon completion of construction, whichever comes first.
  - Side entries for garages are encouraged where possible

- Landscape Features
  - Two 2 ½ diameter inch shade/canopy street trees per lot in terrace (if corner lot, four)
  - One ornamental or evergreen tree in front yard
  - Seeded or sodded lot ("No-Mow" seed mixes are prohibited)

- Retaining walls should be tiered and less than 48 inches vertical per wall face. Materials shall be natural stone, segmental concrete unit masonry or other Committee approved material
- Fences no greater than 48 inches above grade. Fences must be shown on Lot Survey submitted to the Committee with a manufacturer's cut-sheet showing ornamental extruded aluminum or natural cedar. Chain link and PVC fences or perimeter lot line fences are prohibited.

- Mailbox and Lamp Post
  - Declarant approved mailboxes and lamp posts are required for uniformity.
  - Purchase paid at closing for the cost of a mailbox and lamp post for each Lot with installation of both by Lot Owners builder at Lot Owners expense.

- Extras
  - Only in-ground pools are permitted and must be approved by the Committee.
  - Playground equipment must be approved by the Committee.
  - Outbuildings, structures, storage sheds or pet kennels are prohibited.
  - Satellite dishes, antenna, or similar greater than 24 inches are prohibited.

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Document Number	SUPPLEMENT NO. 1 TO DECLARATION OF RESTRICTIONS FOR TAMARIND Document Title	4749502 REGISTER OF DEEDS WAUKESHA COUNTY, WI RECORDED ON December 20, 2023 11:36 AM James R Behrend Register of Deeds 52 PGS TOTAL FEE:$30.00 TRANS FEE:$0.00 Book Page -
		Recording Area
		Name and Return Address: Michael Best & Friedrich LLP Attn: Michelle Wagner Ebben 790 N. Water Street, Suite 2500 Milwaukee, WI 53202
		PINS: See Exhibit A

SUPPLEMENT NO. 1 TO DECLARATION OF RESTRICTIONS FOR TAMARIND

SUPPLEMENT NO. 1 TO DECLARATION OF RESTRICTIONS FOR TAMARIND

Located in the
Village of Menomonee Falls, County of Waukesha
Wisconsin

THIS SUPPLEMENT NO. 1 TO DECLARATION OF RESTRICTIONS FOR TAMARIND (this "***Supplement***") is made this 7th day of December, 2023 ("***Effective Date***"), by Home Path Financial Limited Partnership, a Wisconsin limited partnership ("***Declarant***").

RECITALS

WHEREAS, FRED-WRUCK JOINT VENTURE, LLC, a Wisconsin limited liability company, predecessor in interest to Declarant ("***FRED-WRUCK***"), recorded a Declaration of Restrictions for Tamarind in the office of the Register of Deeds for Waukesha County ("***ROD***") on December 28, 2017, as Document Number 4317650, a copy of which is attached hereto as Exhibit A ("***Declaration***");

WHEREAS, FRED-WRUCK recorded the plat for Tamarind on December 28, 2017, with the ROD as Document Number 4317649 ("***Original Plat***"), attached hereto and incorporated herein as Exhibit B;

WHEREAS, FRED-WRUCK assigned all of its rights in the Declaration and to the Original Plat to Declarant via that certain Assignment of the Declaration of Restrictions for Tamarind recorded with the ROD on August 2, 2021, as Document Number 4605317 ("***Assignment***");

WHEREAS, Declarant is the owner of Lots 28 through 55, inclusive ("***Addition No. 1***"), as described and depicted on the Tamarind Addition No. 1 plat recorded with the ROD on December 30, 2019 as Document Number 4444865 ("***Addition No. 1 Plat***"), attached hereto and incorporated herein as Exhibit C, and Lots 56 through 79, inclusive ("***Addition No. 2***"), as described and depicted on the Tamarind Addition No. 2 plat recorded with the ROD on December, 7th, 2023 as Document Number 4747963 ("***Addition No. 2 Plat***" and together with the Original Plat and Addition No. 1 Plat, collectively, the "***Plats***"), attached hereto and incorporated herein as Exhibit D;

WHEREAS, the real property as depicted on the Plats is legally described on Exhibit E, attached hereto and incorporated herein; and

WHEREAS, Declarant desires to subject the real property in Addition No. 1 and Addition No. 2 to the Declaration as set forth herein.

NOW, THEREFORE, the Declarant declares as follows:

1. **Recitals**. The above Recitals are incorporated herein by reference.

2. **Capitalization**. Any words capitalized but not defined herein shall have the meaning ascribed to them in the Declaration.

3. **Addition No. 1 and Addition No. 2**. Pursuant to Article III of the Declaration, and effective upon the recording of this Supplement, the real property described and depicted on Addition No. 1 Plat and Addition No. 2 Plat shall be (i) subjected to the Declaration as though fully set forth therein at the time of recording of the Declaration; and (ii) included in the definition of Property and Subdivision. The term Lot shall include all residential lots in Addition No. 1 and Addition No. 2, and the term Lot Owner shall include owners of the Lots in Addition No. 1 and Addition No. 2. Each Lot shall constitute a unit having a single vote. Notwithstanding anything to the contrary contained in the Plats, all Lot Owners in the Subdivision shall own an equal, undivided interest in all of the outlots and Common Areas and shall be responsible for their pro rata share of the General Assessment and Allocated Expenses as detailed in Section 6.11 of the Declaration.

4. **Square Footage in Addition No. 2**. Notwithstanding anything to the contrary contained in Section 2.06(b) of the Declaration, all two-story Single-Family Residences in Addition No. 2 shall have not less than a combined total of two thousand one hundred (2,100) square feet of finished area on both floors and the first floor shall have not less than nine hundred (900) square feet of livable area.

5. **Building Material in Addition No. 2**. Notwithstanding anything to the contrary contained in Section 2.08(b), Exhibit C or Exhibit D of the Declaration, Residences in Addition No. 2 are not required to include masonry in the building materials for the chimney or retaining walls.

6. Except as otherwise stated herein, all other terms set forth in the Declaration shall remain unchanged and in full force and effect.

[Signature on the following page.]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the Effective Date.

DECLARANT:

Home Path Financial Limited Partnership,
a Wisconsin limited partnership

By: _____
Jeffrey M. Kleiner, Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF Waukesha)

Personally, came before me this 7th day of December 2023, the above named Jeffrey M. Kleiner, Sole Member of Home Path Financial Limited Partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

*

Notary Public
State of Wisconsin
My Commission expires: 9/11/27

STEPHANIE BAKER NOTARY PUBLIC STATE OF WISCONSIN

Drafted by: Michelle Wagner Ebben

EXHIBIT A

Declaration of Restrictions for Tamarind

[See attached.]

Document Number

Declaration of Restrictions
Document Title

4317650

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

December 28, 2017 09:36 AM
James R Behrend
Register of Deeds

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

Book Page -

Recording Area

Drafted by and Return to:
Joseph E. Tierney IV, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue
Suite 1400
Milwaukee, WI 53202

See Exhibit A
Parcel Identification Number (PIN)

DECLARATION OF RESTRICTIONS FOR TAMARIND

2/20/24

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DECLARATION OF RESTRICTIONS
FOR
TAMARIND

THIS DECLARATION OF RESTRICTIONS FOR TAMARIND (this "***Declaration***") is made as of the 8th day of November, 2017, by FRED-Wruck Joint Venture, LLC, a Wisconsin limited liability company ("***Declarant***").

WHEREAS, Declarant is the owner of the real property located in Village of Menomonee Falls, Waukesha County, Wisconsin described on **Exhibit A** attached hereto ("***Property***");

WHEREAS, Declarant desires to subject the Property to this Declaration and the terms and conditions set forth herein.

ARTICLE I.

BUILDING AND USE RESTRICTIONS

1.01. **Lot; Residential Owner**. For the purpose hereof, the term "***Subdivision***" shall mean the Property subject to this Declaration. The term "***Lot***" shall mean any residential Lot in the Subdivision. For the purposes of this Declaration, the term "***Lot Owner***" shall mean any owner of any residential Lot in the Subdivision.

1.02. **Single-Family Residence**. All Lots in the Subdivision are hereby restricted to allow the erection of only one (1) single family residence (hereafter referred to as a "***Single-Family Residence***") and each Lot shall only be used for single-family residential purposes; except that Declarant may use one (1) or more contiguous Lots for the purpose of construction a clubhouse and pool to be known as "Club Tamarind" as provided herein. A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. No structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one detached single-family dwelling and a private garage attached to said dwelling for not less than two (2) cars but no more than three (3) cars. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Lot. The foregoing restrictions as to Lot and use shall not, however, be construed in such a manner as to prohibit an Owner from maintaining his or her personal professional library in his or her Single-Family Residence, keeping his or her personal business or professional records or accounts in his or her Single-Family Residence or handling his or her personal or business records or accounts in his or her Single-Family Residence; or handling his or her personal business or professional telephone calls or correspondence from his or her Single-Family Residence. Nothing in this Section shall authorize the maintaining of an office (other than a sales office operated by Declarant or by any builder approved by Declarant

which sales offices are expressly permitted hereunder) at which customers or clients customarily call and the same is prohibited.

1.03. **Approval of Plans.** In order to maintain the integrity and aesthetics of the Subdivision, all building plans for any Single-Family Residence or other permitted improvements, including, but not limited to, the exterior design and color of each building to be constructed (the "***Building Plans***"); a stake out survey showing the building footprint and driveway, setbacks, as well as all sidewalks, decks and patios (the "***Survey***"); planned erosion control measures, existing ground grade, proposed finished yard elevations (together the "***Erosion Control and Grading Plan***"); and detailed landscaping specifications which shall depict existing trees and any trees to be removed, their species, size and location, and the size and location of proposed trees, shrubs, bedding plantings, berms, fences, decks, patios, sidewalks, driveways, lamp posts, family gardens, inground pools and other landscape features and materials (together the "***Landscaping Plan***" together with the Building Plans, Survey, and Erosion Control and Grading Plan, the "***Plans***") shall be submitted to the Committee (as hereinafter defined) and the Committee shall have approved the same in writing prior to a Lot Owner (or its agents or contractors) submitting an application for a building permit and prior to the commencement of any work on the Single-Family Residence. The particulars to be included in the plans listed above are set forth in Section 1.04 below. The Committee's approval of the Building Plans, Survey, Erosion Control and Grading Plan and the Landscape Plan shall be based upon the building and use restrictions contained in this Article I (or as the same may be modified for the Expansion Areas as provided in Article III hereof) and such guidelines as may be adopted from time-to-time by the Committee, in the Committee's sole discretion. The Committee shall have the right to withhold exterior design, exterior material, and square footage requirements approval if the design and square footage requirements are too similar in appearance or does not aesthetically conform to the other buildings in close proximity. The intent of the Committee is to maintain reasonable diversity in appearance and a high-end quality of design and exterior building materials in the Subdivision. Once approved by the Committee, the Building Plans, Survey, Erosion Control and Grading Plan and the Landscape Plan shall not be amended without the Committee's prior written consent.

1.04. **Plan Requirements.** Plans shall be developed to enhance the ambience of each Lot and the overall Subdivision. All plans and specifications shall be submitted via e-mail to Tamarind@fred-inc.com (or such other address that the Committee may designate) in .PDF format together with the review fee set by the Committee, and shall be designed by a registered architect, a professional engineer experienced in home design, residential design professional or other comparable qualified individual or firm. All plans shall conform to the Wisconsin Administrative Code.

(a) Building Plans must contain at least the information set forth in Section 2.02(b) below. The Lot Owner shall not commence any building or improvement construction until the Committee has approved the Building Plan in writing.

(b) Erosion Control and Grading Plans should include the finished yard grades, the location and elevation of berms, downspout locations, foundation or sump pump discharge locations, and any potential drainage from Lots onto the adjacent Lots in

order to determine the proper discharge of water. All Lots shall be graded immediately upon completion of foundation construction of a Single-Family Residence in compliance with the "***Erosion Control Standards***" set forth on **Exhibit B** attached hereto and any other requirements of the Village of Menomonee Falls, Wisconsin Department of Natural Resources, or other applicable governmental body, if any ("***Governmental Requirements***"). No Lot Owner shall grade or obstruct any swale or drainage way (whether in an easement or not) is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots. Any modification to drainage patterns must be approved by the Committee and all applicable governmental authorities. Strict compliance with the Erosion Control and Grading Plan and any Storm Water Control Improvement Plans shall be enforced by the Declarant and/or the Association to prevent the discharge or redirection of storm water onto any adjacent Lots contrary to other Erosion Control and Grading Plans or Governmental Requirements. The Lot Owner shall not commence any excavation, construction or grading until the Committee has approved the Erosion Control and Grading Plan in writing.

(c) The Landscape Plan should include all plantings plus basic site features such as fences, decks, patios, sidewalks, driveways, lamp posts, in ground swimming pools, additions, and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of the Subdivision. Each Lot Owner shall prepare the Landscape Plan in such a manner as to maintain the style of the Subdivision which is to be natural, meaning sweeping curvilinear bed lines and plant placement, and clustering of like plant material in small to medium groups. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Lot as set forth on **Exhibit C** hereto (the "***Landscape Requirements***"). If Landscape Requirements are not met within twelve (12) months of commencement of construction of the Single-Family Residence, the Association, or the Committee on the Association's behalf, shall have the right to, on the Lot Owner's behalf, take such action it deems necessary, and shall have the right to levy a Special Assessment against the Lot to pay for such actions as set forth in Section 6.11 hereof. No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement. The Lot Owner shall not commence any landscaping until the Committee has approved the Landscape and Grading Plan in writing.

1.05. **Completion.** Each Lot shall, within twelve (12) months of commencement of construction of the Single-Family Residence located thereon, be improved with all building, erosion control, grading and landscaping that was set forth in the plans approved by the Committee under this Article I.

1.06. **Noise.** Loud machinery used for landscape maintenance shall not be operated before 7:00 a.m. or after 6:30 p.m. during any day of the week.

ARTICLE II.

ARCHITECTURAL CONTROL COMMITTEE

2.01. **Establishment, Duties, Membership.**

(a) Existence. There shall be an Architectural Control Committee ("***Committee***") which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

(b) Approval Required. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

(c) Rules. The Committee shall consist of no fewer than three (3) persons designated by Declarant. All members of the Committee shall serve at Declarant's pleasure until such time as Declarant no longer owns any Lots within the Subdivision or any portion of the Expansion Areas (as hereinafter defined). A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Declarant no longer owns any Lots in the Subdivision or any land within an Expansion Areas subject to this Declaration, Declarant and Committee members shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the Directors (as hereinafter defined) of the Association (as hereinafter defined) shall elect the members and fill vacancies on the Committee. In the event of any vacancy, Declarant (or the Board if Declarant no longer owns any Lots or any portion of the Expansion Areas) shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Section 2.02. For the purpose of this Article, each Lot shall constitute a unit having a single vote.

2.02. **Procedure.** A Lot Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, a complete set of construction plans and specifications for all improvements, a survey showing the location of all contemplated improvements and the required review fee.

The items submitted to the Committee shall include:

(a) Committee Review Form to be provided by Committee upon request;

(b) Building Plans containing at least the following information:

i. Complete construction details for all buildings, structures, fences, walls and other improvements as to size restrictions detailed in Section 2.06 below;

ii. All proposed facades of any building, including the style, color and location of eaves and windows;

iii. Description of all materials to be used in any building or improvement as described in Section 2.08 below; and

iv. The color scheme of all improvements;

(c) Survey(s) of the Lot showing the building footprint and driveway, setbacks, as well as all sidewalks, decks and patios;

(d) Erosion Control and Grading Plan with erosion control measures, existing and proposed finished yard elevations;

(e) Landscape Plan with detailed specifications, which shall show existing trees and any trees to be removed, their species, size and location, and the size and location of proposed trees, shrubs, bedding plantings, berms, fences, decks, patios, sidewalks, driveways, lamp posts, family gardens, inground pools and other landscape features and materials; and

(f) Such other materials as the Committee may deem necessary.

A SUBMISSION WILL NOT BE COMPLETE AND WILL NOT BE REVIEWED BY THE COMMITTEE, AND THE THIRTY (30)-DAY APPROVAL TIME SET FORTH BELOW SHALL NOT COMMENCE, UNTIL ALL DOCUMENTS REQUIRED IN THIS SECTION 2.02 HAVE BEEN SUBMITTED AND THE COMMITTEE HAS SENT ACKNOWLEDGEMENT OF SUCH RECEIPT. All such submissions shall be to Declarant at its principal place of business, 789 North Water Street, Suite 200, Milwaukee, Wisconsin 53202, Tamarind@fred-inc.com (or, if Declarant ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 1.04. Declarant or representative of the Committee shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least two of its members, may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members or by the Committee's authorized representative. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Lot Owner shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any

changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

If an application has been denied, or the approval is subject to conditions the Lot Owner feels are unacceptable, the Lot Owner may request a hearing before the Committee to justify his or her position. The Committee will hear such arguments and consider the supporting facts and render a decision within ten (10) business days of the hearing. If a Lot owner is still dissatisfied, he or she may appeal the Committee's decision to the Board of Directors.

2.03. **Standards**. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

(a) are not in conformity with any of the restrictions set forth in this Declaration; or

(b) are not desirable for aesthetic reasons; or

(c) are not in harmony with buildings located on the surrounding Lots; or

(d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or

(e) are not in conformity with the general purposes of this Declaration.

2.04. **Occupancy**. No structure shall be occupied unless it has been constructed in and conforms with the plans approved by the Committee, and a municipal occupancy permit has been issued therefor.

2.05. **Liability of Committee**. The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

(a) The approval or disapproval of any plans and specifications, whether or not defective;

(b) The construction or performance of any work, whether or not pursuant to approved plans and specifications;

(c) The development of any property within the Subdivision; or

(d) The operation of any recreational facilities.

2.06. **Minimum Sizes for Single-Family Residences**. The following minimum sizes for a Single-Family Residence in the Subdivision shall be based solely on living area within the Single-Family Residence. For the purpose of computing the square footage of living area within a Single-Family Residence, the basement level or garage area of a Single-Family Residence shall not be included in the square footage. Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area. The main level is defined as the first level that is totally above the finished grade of the Lot. The Committee, in all instances, shall have

final discretion in determining the minimum square footage required for a Single-Family Residence to be built upon a Lot.

All Single-Family Residences shall have the following minimum living areas:

(a) Single-story ranch-style houses shall have not less than one thousand eight hundred (1,800) square feet of finished area.

(b) Two-story houses shall have not less than a combined total of two thousand one hundred (2,100) square feet of finished area on both floors. The first floor shall have no less than one thousand two hundred (1,200) square feet of livable area on the first floor.

2.07. **Front and Side Yard Requirements**. All buildings or any parts thereof shall be built and located in conformance with the setbacks and other restrictions depicted on the final Plat and the following standards:

Lots shall have the following setbacks:

(a) Minimum Front Yard Setback: 30 feet from the front Lot line.

(b) Minimum Side Yard Setback: 12.5 feet from each side of the Lot line.

(c) Minimum Rear Yard Setback: 30 feet from the rear Lot line.

2.08. **Building Materials**. All Single-Family Residences shall conform to the requirements generally summarized in **Exhibit D** attached hereto, as may be amended by the Committee from time to time, and specified in the requirements set forth below (collectively, "***Architectural Standards***").

(a) Exterior Walls. The exterior walls of a Single-Family Residence and attached garage must be constructed of cedar siding, fiber cement siding, engineered wood siding, stone, brick, or stucco with a minimum of thirty percent (30%) of the front elevation stone, brick, stucco or similar. Any exterior product that is similar to any of the accepted exterior materials in the preceding list will be reviewed separately by the Committee to be approved at its discretion; provided, however, the Committee must approve all exterior materials that are not included in the previous sentence, in writing, separate from the architectural plan approval. The Committee may, at its discretion, approve in writing the use of manufactured siding materials such as pressed board, masonite, or Hardipanel on designated portions of the home where deemed appropriate. No plywood, vinyl or aluminum siding or shake shall be allowed.

(b) Chimneys. All exterior chimneys shall be constructed with masonry, stone, or stucco. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no further than sixteen (16) inches above the chimney. It is strongly encouraged that chimneys emerge from the highest roof volume.

(c) Window Trim. All window glass should be clear. Window muntins must be used on all windows unless architectural style and the Committee allow for the elimination of this feature.

(d) Roof Pitch and Materials. Roof shall have a minimum pitch of 8/12. All roof areas shall be covered with wood shakes, 30-year dimensional fiberglass or asphalt shingles (with minimum weight of 300 lbs.), tile, copper, other approved metals or other roofing material; provided, however the Declarant shall have the right to approve all roofing materials in advance, in writing, in the Declarant's sole discretion.

(e) Fascia and Soffit. Fascia shall be of same material and color of exterior of home. Soffits shall be a minimum of ten (10) inches. Aluminum soffit is allowed.

2.09. **Garages**. All garages shall be attached to the Dwelling, shall have space for no fewer than two (2) cars but no more than three (3) cars. No detached garage, barn or shed, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

2.10. **Driveways**. All driveways from the garage to the street shall be constructed within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Lot Owner's ability to complete such construction. All driveways shall have sufficient space to allow for parking of no fewer than two (2) cars side by side and be constructed of asphalt, concrete, or other hard surface approved by the Committee.

2.11. **Completion**. Any Single-Family Residence, attached garage, landscaping and/or driveway shall be completed within twelve (12) months from the start of construction of the Single-Family Residence. Silt fencing shall be removed as soon as possible upon completion of all landscaping, unless it is necessary until the landscaping has stabilized. In the event a Lot Owner fails to complete the improvements as approved by the Committee after expiration of such twelve (12) month period, the Association, or the Committee on the Association's behalf, may, upon thirty (30) days' prior written notice, enter onto the Lot and complete any portion or all of the approved improvements, all at the cost of such Lot Owner, and all costs incurred by the Association or the Committee in connection therewith including, without limitation attorneys' fees, shall be reimbursed by the Lot Owner as a Special Assessment as provided in Section 6.11 hereof.

2.12. **Fences; Hedges or Mass Screening Plantings**. Plans showing exact locations and construction details of fences, walls, hedges or mass screening plantings shall be submitted to the Committee and be approved in writing before they may be constructed or planted. All fences, walls, hedges or mass screening plantings shall comply with the Landscape Requirements. Fence approvals are at the Committee's sole discretion and will depend on such items as landscaping screening, functionality, location, and/or materials. Fencing shall be located exclusively in the rear yard area and must be located inside of the setback requirements of each Lot. In the event the fence restrictions and ordinances of the Village or Menomonee Falls are more restrictive from time to time than the restrictions contained herein, the Village of Menomonee Falls restrictions and ordinances shall control and supersede the terms and conditions contained herein. In the event a Lot Owner installs, constructs or plants any of the foregoing without the consent of the Committee, the Committee may, upon fifteen (15) days' notice, remove such fencing, hedges or mass screening plantings and offset the cost thereof against the Lot Owner pursuant to a Special Assessment as provided in Section 6.11 hereof.

2.13. **Outdoor Vehicular Storage.** There shall be no outside storage of cars, motorcycles, snowmobiles, jet skis, boats, trailers, buses, trucks or campers, or any other vehicles or items deemed to be unsightly by the Committee. Except during construction of a Single-Family Residence, the outside storage or overnight parking of trucks, vans and commercial vehicles is expressly prohibited, and any truck, van or commercial vehicle must be housed in a garage. In the event a Lot Owner violates the foregoing parking restrictions, the Committee may, upon three (3) days prior written notice to a Lot Owner for the initial violation in each calendar year, and immediately without notice for each additional violation in such calendar year, assess such Lot Owner $500 per violation and $100 per day for each day thereafter that the violation continues; provided, however, in the event the Lot Owner cures an initial violation in any calendar year within the foregoing three (3) day period, the Committee shall not have the right to assess the Lot Owner for such violation (but the violation shall constitute an initial violation in such calendar year for the purposes of determining notice requirements for any subsequent violations in such calendar year). Any assessment levied hereunder and the costs thereof against the Lot Owner pursuant to a Special Assessment as provided in Section 6.11 hereof.

2.14. **Outbuildings; Above Ground Swimming Pools; Tennis Courts; Antennas.** There shall be no outbuildings (which shall have the same meaning as the term "building, accessory" in § 122-2 of the Code of Ordinances of the Village of Menomonee Falls, Wisconsin as may be amended), above ground swimming pools, basketball tennis or other sport courts or satellite dish antennas. Notwithstanding the foregoing, satellite dishes and antennae that have a diameter of twenty-four (24) inches or less shall be permitted without the Committee's consent and those in excess of twenty-four (24) inches may be permitted if the design of such satellite dishes or antennae are approved by the Committee in advance. Notwithstanding the foregoing, the Committee shall have the authority to approve swing sets and other similar, non-weather-proof structures that do not exceed ten (10) feet in height, sixteen (16) feet in width, and ten (10) feet in depth so long as such structures consist of colors and materials that are aesthetically complimentary to the design standards of the Subdivision and such structures (or any portion thereof) are not erected or placed within any setbacks affecting a Lot. In the event a Lot Owner installs or constructs any of the foregoing structures without the consent of the Committee, the Committee may, upon fifteen (15) days' notice, remove such structures and offset the cost thereof against the Lot Owner pursuant to a Special Assessment as provided in Section 6.11 hereof.

2.15. **Rubbish Storage.** No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Single-Family Residence or any other permitted improvements) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition, or that will be obnoxious or offensive to the eye in the opinion of the Committee. Trash, garbage, refuse, debris or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary covered containers, which are stored out of sight of the street and adjacent property, except for regularly scheduled garbage collection days. No firewood or wood pile shall be kept outside a Single-Family Residence unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee.

2.16. **No Noxious or Offensive Activity**. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. Each Lot Owner shall keep its Lot free of any "noxious weeds" as defined by the State of Wisconsin, Department of Natural Resources as may be amended from time to time. Each Lot Owner shall be responsible for maintaining their Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to plans previously approved by the Committee under Section 1.04(c).

2.17. **Dog or other Pet Kennel or House; Pets**. No exterior attached or detached dog or other pet kennel or house shall be constructed or maintained on any Lot. No Lot Owners shall keep any pet or pets which create a nuisance. The maximum number of household pets shall be in accordance with the Village of Menomonee Falls ordinances covering such pets. All farm animals, poultry, horses, etc. (whether kept for commercial purposes or not), and all animals kept for commercial purposes shall be prohibited under any circumstances. Pets are not permitted on any of the Subdivision's common areas while unattended or unleashed. All pet waste shall be immediately picked-up and disposed of by the person in control of the pet.

2.18. **Utilities.** All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement. No exterior solar collectors shall be erected or installed.

2.19. **Variances**. The Committee is authorized in its sole discretion to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and/or are appropriate for Lots owned by persons other than the Declarant as of the date of this Declaration.

2.20. **Inspections**. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, with notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

2.21. **Stormwater Runoff from Roof**. Each Single-Family Residence shall be constructed in a manner such that all stormwater runoff from the roof thereof shall be directed toward an absorbent, pervious surface. Stormwater from roof runoff may not be directly channeled into a driveway, street, neighboring Lot or into a stormwater drainage system.

2.22. **Signage**. All signs must be approved by the Committee prior to the erection of such sign on any Lot. One standard real estate agency sign will be allowed. For those owners of multiple Lots, using the same style of sign is encouraged.

2.23. **Maintenance of Streets and Lots During Construction**. Each Lot Owner shall cause the builder of its Single-Family Residence to keep the Subdivision's roads reasonably clean and free of debris resulting from the construction of such Single-Family Residence. During construction the Lot Owner shall ensure that its contractors maintains a clean construction site, including, but not limited to, cleanup of all scraps, paper, or other waste

materials, and that all access to the Lot shall only be through the approved driveway, and by no other means. In the event that the Lot Owner or its contractors fail to maintain a clean construction site or the streets of the Subdivision or enter the Lot by means other than the driveway, the Committee, after three (3) days prior written notice to the Lot Owner, shall have the right to perform the necessary cleanup (including any road clean-up) and/or make the necessary repairs (including any repairs to any neighboring Lot) and offset the cost thereof against the Lot Owner pursuant to a Special Assessment as provided in Section 6.11 hereof.

2.24. **Street Repair**. In addition, each Lot Owner shall repair, or cause its builder to repair, any damage caused to the Subdivision's roads, curbs or gutters caused by the Lot Owner or its builder. If the Lot Owner does not repair or restore any damage to the streets, gutters or curbs of the Subdivision as required in this Article II, the Committee, after five (5) days prior written notice to the Lot Owner, shall have the right to repair, replace or restore such streets, curbs and gutters and the Committee shall have the right to require the Lot Owner to reimburse the Committee for such expenditures pursuant to a Special Assessment as provided in Section 6.11 hereof. Further, any Lot Owner that fails to comply with this Section 2.24 after the Subdivision's roads, curbs or gutters are dedicated to the Village of Menomonee Falls shall indemnify the Association and/or any individual Lot Owner for any special assessments that are levied against the Association or any individual Lot Owner related to the repair, replacement or restoration of the Subdivision's roads, curbs or gutters. The costs related to such indemnification may be assessed against the Lot Owner via a Special Assessment as provided in Section 6.11.

ARTICLE III.

FUTURE STAGES OF DEVELOPMENT

The Declarant hereby reserves the right to hereafter subject other real estate to this Declaration, provided such real estate is or becomes adjacent to the Property (or any subsequent land made subject to this Declaration or any supplement hereto), and shall hereafter be collectively referred to as the "***Expansion Areas.***" The Expansion Areas authorized under this Article III shall be added by the Declarant recording a Supplement to this Declaration with respect to such Expansion Areas which shall extend the provisions of this Declaration to such Expansion Areas, and shall indicate any provisions which differ from the provisions of this Declaration or any prior Supplement to this Declaration. Declarant hereby reserves the right to alter, amend or otherwise modify any portion of Articles I and II of this Declaration as it may relate to any Expansion Areas. Except with respect to increasing the number of Lots, adding or creating any common areas and any other amendments, modifications or alterations to Articles I and II deemed necessary by the Declarant (including any and all amendments and modifications incidental thereto), any Supplement to these Declarations shall not otherwise revoke, modify, amend or add to the covenants established by this Declaration or any prior Supplement to this Declaration.

ARTICLE IV.

POWERS OF DECLARANT

4.01. **Enforcement Rights of Declarant.** The Declarant, Association or the Committee shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Lot Owner violating the terms, conditions or restrictions contained herein shall be personally liable for and shall reimburse the Declarant or Association for all costs and expenses, including attorneys' fees, incurred by the Declarant or Association in enforcing the terms, conditions and restrictions contained in this Declaration. In addition, to the extent Declarant or Association, as applicable, is not reimbursed for any and all cost expended by such party within fifteen (15) days after written demand therefore, such costs shall bear interest at the rate of twelve percent (12%) per annum (or the then highest rate allowed by law, whichever is less) until paid. Any Lot Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Lot Owner's Lot without first obtaining the prior written approval of the Declarant or the Committee shall, at the Declarant's or Association's discretion, be required to remove such improvement or improvements in their entirety at the Lot Owner's expense. If the Lot Owner does not remove such improvement or improvements in their entirety after thirty (30) days prior written notice to the Lot Owner, the Declarant or the Association may require the Lot Owner to pay any enforcement costs thereof as Special Assessment. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant.

4.02. **Good Faith Decisions by Declarant.** Each Lot Owner, by the purchase of its Lot, agrees that neither the Declarant, the Association, nor the Committee shall be held liable for any good faith decision or decisions made by the Declarant, Association, or the Committee in enforcing the terms, conditions and restrictions contained herein.

ARTICLE V.

EASEMENTS

5.01. **Grant of Easement for Drainage and Storm Water Control Purposes.** The Declarant shall have the right to grant an easement to adjacent property owners over portions of the Subdivision deemed necessary or desirable for surface and storm water drainage over the Subdivision from the retention pond construction on such adjacent property, in accordance with approved Development Agreements and all applicable federal, state, county and Village of Menomonee Falls regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by applicable governmental authorities and on file in the Village Clerk's office (the "***Drainage Easement***"). The terms of the Drainage Easement are hereby incorporated by reference. If there is any conflict between any provisions of the Drainage Easement and this Declaration of Restrictions for Tamarind, the provisions of the Drainage Easement shall control. In the event a Lot Owner shall cause a default under the Drainage Easement, the Association shall have the right to remedy such default and the cost of such remedy and any other costs incurred by the Association in connection therewith including, without limitation attorneys' fees,

shall be reimbursed by the Lot Owner as a Special Assessment as provided in Section 6.11 hereof.

5.02. **Other Easements.**

(a) The Association shall have a non-exclusive easement over such portions of the Lots deemed reasonably necessary for the installation, maintenance and repair of a pedestrian path through the Subdivision.

(b) The Declarant reserves the right to install a monument sign on a portion of one or more Lots and shall have a non-exclusive easement on, over, across and under any Lot or any portion thereof for such purpose and for purposes of repairing, maintaining, and lighting such sign.

(c) The Declarant reserves an easement on, over, and across the Subdivision for the purposes of installing any fencing and/or landscape it deems desirable as well as for the purposes of repairing and maintaining any such fencing or landscaping.

(d) The Declarant reserves the right to declare an easement over one (1) or more Lots as it deems necessary or desirable for the operation of the Property, the Expansion Areas, or the Association.

5.03. **Arbitration.** All claims, disputes and other matters in question arising out of or relating to this Article V or the breach of the provision therein which are not otherwise waived shall be decided by arbitration in accordance with this arbitration clause.

(a) Arbitration shall be initiated by a demand served by certified mail, return receipt requested, upon the other party within one (1) year after the facts underlying the claim, dispute or other matter in question have occurred.

(b) Failure to serve the demand for arbitration in time shall constitute a waiver of the claim, dispute or other matter in question and there shall be no further right to pursue it by arbitration or otherwise.

(c) The single Arbitrator shall be appointed by Waukesha County Circuit Court or as provided for in Chapter 788, Wis. Stats., as the same may be amended from time to time, upon the application by the aggrieved party. The fees of the arbitrator and other costs shall be borne equally by the parties.

(d) This arbitration clause shall be specifically enforceable under the Wisconsin Arbitration Act, and the award of the arbitrator shall be final and binding and may be reduced to judgment pursuant to the Wisconsin Arbitration Act. Should any party challenge the validity or enforceability of this arbitration clause or the award of the arbitrator and not prevail, that party shall indemnify the other party for all costs and expenses, including attorneys' fees, incurred related to that challenge or enforcing this right to indemnity.

ARTICLE VI.

ASSOCIATION

6.01. **Establishment of Association**. An association (herein referred to as the "***Association***") of the Lot Owners of Lots in the Subdivision and, as applicable, the Expansion Areas, is hereby created for purposes of:

(a) managing and controlling the common affairs, including the financial obligations, of the Subdivision,

(b) owning, managing, controlling, maintaining, granting easements to or selling any Common Areas in the Subdivision,

(c) enforcing compliance of the Lot Owners with the applicable provisions of the Declaration or the Comprehensive Grading Plan,

(d) reviewing and upholding or overturning decisions by the Committee; and

(e) performing other duties as set forth herein for the common benefit of the Lot Owners.

The Association shall be known as "***The Tamarind Homeowners Association, Inc.***" and shall be incorporated as a non-stock corporation pursuant to Chapter 181, Wisconsin Statutes. The affairs of the Association shall be governed by By-laws to be enacted by the Declarant as incorporator of the Association.

6.02. **Common Areas**. Declarant shall have the right to designate and improve such portions of any undeveloped Lot as a common area unless or until such undeveloped Lot has been sold to a Lot Owner (the "***Common Areas***"). All Common Areas and related facilities as developed per the approved final plat shall be used for the common benefit of the Lot Owners in the Subdivision. Such Common Areas shall not be used for recreational or other activities by any Lot Owner unless in accordance with the terms, conditions and restrictions contained herein or as are hereafter adopted or otherwise approved by the Declarant or Association. The Declarant shall have the right to erect signs in the common areas to promote the sale of Lots in the Subdivision. Any signs, monuments, structures or other common facilities constructed by the Declarant or the Association on any Common Areas shall be operated and properly maintained and repaired by the Declarant or the Association (as the case may be) so as to be neat and attractive in appearance. The Association shall properly maintain the Common Areas so that they are neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation). Any portion of the common area within any public street right-of-way may only be improved or altered with the consent of the appropriate public authorities.

6.03. **Board of Directors**. The Association shall initially be governed by a Board of Directors, hereinafter referred to as the "***Board of Directors***" or "***Board***," each member a "***Director***", which shall be solely responsible for the activities of the Association. The initial members of the Board will be appointed by the Declarant and shall not exceed three (3) in number (the "***Initial Directors***"). After the term of the Initial Directors, as provided in 6.05, below, the Board shall consist of not more than five (5) directors, to be elected pursuant to the By-laws of the Association. Notwithstanding the foregoing, so long as the Declarant owns any Lots or any Expansion Areas, the Board shall consist of directors appointed solely by the Declarant.

6.04. **Qualifications of Directors.** To qualify as a member of the Board, a person must be either a Lot Owner or a duly designated officer, agent or representative of a Lot Owner, the Declarant or the Developer.

6.05. **Initial Term of Office of Directors.** The term of office of the Initial Directors (which have been appointed by the Declarant) shall commence upon the date of recording of this Declaration and shall continue until two (2) calendar years after the year in which Declarant no longer owns any of the Lots then subject to this Declaration (including any Expansion Areas added hereto), or upon such earlier time as may be designated by Declarant (the "***Initial Term***"). During such Initial Term, Declarant shall have the right to appoint, remove or replace all three Directors. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time or times during such Initial Term.

6.06. **Subsequent Terms of Office of Directors.** After the Initial Term as provided in 6.05 above, the term of office of Directors shall be for two (2) calendar years. If any Director shall die, resign, be unable to act or cease to be qualified to be a Director, the unexpired term of such Director shall be filled pursuant to the provisions set forth in the By-laws of the Association.

6.07. **Membership Voting Rights.** Every Lot Owner, upon acquiring title to a Lot under the terms of the Declaration, or upon entering into a land contract for the purchase of a Lot, shall automatically become a Member of the Association and shall remain a Member thereof until such time as the ownership of such Lot ceases for any reason, at which time Membership in the Association shall automatically cease. In the event a Lot is owned by more than one (1) person or entity, the person or entity who shall be entitled to vote for the Lot shall be the person or entity named on a certificate executed by all of the co-owners of the Lot and filed with the Secretary of the Association.

6.08. **Meetings of the Board of Directors and the Association.** All meetings of the Board shall be open to Lot Owners, and shall be held upon not less than three (3) days prior written notice to all Directors and Lot Owners. A Majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Actions of the Board shall be taken by majority vote of the Directors. The Board shall call a meeting of all the members of the Association no less than one (1) time per calendar year.

6.09. **Duties of the Board of Directors.** In addition to any duties of the Board set forth in the By-laws of the Association, the Board shall have the following duties:

(a) To provide for the maintenance of improvements in the Common Area;

(b) To establish dates and procedures for the election of members to the Board;

(c) To promulgate operating procedures for the conduct of the Association's and the Board's affairs;

(d) To enforce the terms, conditions and restrictions contained in this Declaration according to the terms thereof; and

(e) To establish the Committee. Notwithstanding anything contained herein to the contrary, the Declarant has the right to retain this power indefinitely and to appoint the members of the Committee. Once control of the Committee has ceded to the

Association by the Declarant, such Committee shall consist of three (3) persons appointed by the Board of Directors. No Lot Owner of an unimproved Lot (except for the Declarant or an employee thereof) shall have the right to serve on the Architectural Control Committee.

6.10. **Board Powers**. In addition to any powers of the Board set forth in the By-laws of the Association, The Board shall have the following powers:

(a) To take such action as may be necessary to cause the Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;

(b) To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder, including without limitation, the hiring of employees, or a management company to operate and maintain the Common Areas including Club Tamarind (if built);

(c) To levy and collect fees or assessments in accordance with the provisions of 6.11 below; and

(d) To do anything or take any other action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under and enforce this Declaration.

6.11. **Assessments**. The Board shall levy and collect assessments in accordance with the following and in accordance with the By-laws of the Association:

(a) The Lot Owner of each Lot shall be subject to a general annual charge or assessment ("***General Assessment***") equal to its share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The Board may, in its discretion, specifically allocate certain costs (for example the cost of maintenance and repairs of stormwater facilities, outlots, or a clubhouse if built) to those Lots directly benefited from such costs incurred ("***Allocated Expenses***"). The pro rata share of a Lot Owner shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots subject to this Declaration (including any applicable Expansion Areas added hereto) at the time of the assessment for subdivision wide expenses and Allocated Expenses to those Lots specifically benefited. Said costs shall include, but not be limited to, taxes; insurance; repair, replacement and additions to the improvements made to the Common Areas; repairs, replacements and additions to the Storm Water Control Improvements to the extent the Association is required to contribute thereto; equipment; materials; labor, management and supervision thereof; and, all costs for the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board shall also have the power to levy a special assessment ("***Special Assessment***") against any individual Lot Owner for the failure of such Lot Owner to: maintain said Lot Owner's Lot in accordance with the reasonable standard of the Subdivision; install the seeding, sodding, and/or mulching of the Lots; maintain the lamp post; install street trees and required landscaping; failure to clean, repair or restore the Subdivision's streets. curbs or gutters; failure of said Lot Owner to

comply with the reciprocal easements created, the Comprehensive Grading Plan, the Landscaping Plan, the Erosion Control Standards for the Subdivision, or the Storm Water Control Improvements Plan; and/or failure of said Lot Owner to comply with the terms, conditions and restrictions contained in this Declaration. (General Assessments and Special Assessment are sometimes collectively referred to as "***Assessments***," herein). Notwithstanding anything to the contrary, any Special Assessment levied by the Committee shall be subject to the Board's review and any liens against a Lot Owner shall only be placed upon a Lot with the approval of the Board.

(b) Declarant shall not be required to pay any Assessment on any Lots owned by the Declarant.

(c) Assessments shall be approved by the Declarant or at a duly convened meeting of the Board.

(d) Written notice of an Assessment shall be personally delivered to each Lot Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Lot Owner.

(e) Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

(f) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid Assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The Assessments and interest thereon shall also be the personal obligation of any current or subsequent Lot Owner of the Lot against which the Assessment was made.

(g) The Board may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document or the collection of an Assessment shall be borne by the affected Lot Owner.

(h) Upon application by any Lot Owner, any Director may, without calling a meeting of the Board, provide to such Lot Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Board, and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Board and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding Assessments or other amounts due to the Association.

(i) Any lien for Assessments may be foreclosed by a suit brought by the Board, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The affected Lot Owner shall be responsible for all of the Association's costs in collecting the Assessment, including, but not limited to, attorneys' fees.

6.12. **Common Area Improvements**. During the term of the Initial Directors, the Board shall not have the power to make improvements to the Common Area in addition to those

then in existence (herein referred to as "***Additional Improvements***") without the written approval of the Declarant. Notwithstanding the foregoing, Declarant reserves the right to construct improvements on one (1) or more contiguous Lots as designated by Declarant in its sole discretion, to be known as Club Tamarind (whether one or more Lots, the "***Club Tamarind Lot***"). Club Tamarind may encompass various recreational and social amenities constructed on the Club Tamarind Lot by Declarant, which may include, without limitation, a swimming pool and clubhouse for use by Lot Owners. Each Lot Owner shall have the right to use Club Tamarind as with other Common Areas, subject to the rules and regulations created by the Association, except in the event such Lot Owner has outstanding assessed and unpaid Assessments owed to the Association.

Upon delivery of the Club Tamarind improvements and Club Tamarind Lot to the Association, the Association shall maintain, repair and replace Club Tamarind and the Club Tamarind Lot as determined necessary or appropriate by the Association. The cost of maintaining, insuring, and replacing shall be included in the annual budget prepared by the Association and shall be paid for through General Assessments of the Lot Owners as members.

6.13. **Liability of Board and Committee Members**. Directors shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Board. The Association shall indemnify and hold the Directors harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

6.14. **Failure to Enforce**. Failure of the Declarant, the Committee, Association or the Board to enforce any terms, conditions or restrictions contained in this Declaration, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or acquiescence in any subsequent violation.

ARTICLE VII.

AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the parties having at least sixty percent (60%) of the votes in the Association (including the Declarant's voting rights in relation to Lot Owners set forth in the Bylaws). This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin. Notwithstanding the foregoing, so long as Declarant owns any Lots or any Expansion Areas, any amendment to this Declaration by the members of the Association must be approved by Declarant. Declarant shall also have the right to amend this Declaration as Declarant deems necessary, appropriate or desirable.

ARTICLE VIII.

TERM AND BINDING EFFECT

8.01. **Term.** This Declaration and any amendments shall be in force for a term of thirty (30) years from the date the Declaration is recorded. Upon the expiration date of such initial thirty (30) year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of ten (10) years, unless prior to the end of the then-current term a Notice of Termination is executed by the Lot Owners, and their mortgagees, of at least seventy-five percent (75%) of all Lots, is consented to by the Village of Menomonee Falls, and is thereafter recorded in the Office of the Register of Deeds of Waukesha County. This Declaration shall be binding upon all Lot Owners and any other person claiming under or through the Declarant.

8.02. **Covenants Binding on Lot Owners**. The covenants, rights, terms, reservations, limitations, agreements and restrictions contained in this Declaration of Restrictions for Tamarind shall be deemed to be covenants running with the Subdivision and each Lot therein, and not conditions, and shall bind Declarant and all Lot Owners, their respective heirs, successors and assigns. It is understood and agreed that the covenants, rights, terms, reservations, limitations, agreements and restrictions herein are part of a uniform plan of development for the Subdivision as a whole, and the recording of this Declaration of Restrictions for Tamarind shall be constructive notice to any present or future Lot Owner or Lot Owners of any interest in the Subdivision and/or any Lot therein of the terms of this Declaration of Restrictions for Tamarind, whether or not specific reference is made in the deed or instrument of transfer to such Lot Owner or Lot Owners. By the acceptance of a deed or other instrument of conveyance, the Lot Owner accepting such instrument automatically thereby consents to and approves of this Declaration of Restrictions for Tamarind and agrees to be bound by its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 24th day of December, 2017.

FRED-WRUCK JOINT VENTURE, LLC

By: Fiduciary Real Estate Development, Inc., its Manager

By: _____
Brett K. Miller, President and CEO

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before this 13th day of December, 2017, the above-named Brett K. Miller, President of Fiduciary Real Estate Development, Inc., the Manager of FRED-Wruck Joint Venture, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in such capacity.

MARGARET JABERG NOTARY PUBLIC STATE OF WISCONSIN

_____
Margaret Jaberg, Notary Public
State of Wisconsin
My Commission expires November 23, 2019

EXHIBIT A

Legal Description of the Property

Parcel A:
Lot 2 of Certified Survey Map No. 10744, recorded December 21, 2009, in Book 104 of Certified Survey Maps, Pages 7 to 11, as Document No. 3714741, being all of Lots 1 and 2 of Certified Survey Map No. 1451, and all of Lot 2 of Certified Survey Map No. 8563, all being part of the Southwest 1 /4 and Northwest 1/4 of the Southeast 1/4 of Section 32, Town 8 North, Range 20 East, in the Village of Menomonee Falls, County of Waukesha, State of Wisconsin.

Tax Key No: MNFV 0128.998.005

Parcel B:
All that part of the East 1/2 of the Southwest 1/4 of Section 32, Town 8 North, Range 20 East, in the Village of Menomonee Falls, County of Waukesha, State of Wisconsin.
EXCEPT the following described parcel:
Commencing at the Southwest corner of said East 1/2, Southwest 1/4; thence North along the West line thereof 224.1 O feet to the point of beginning; thence continuing North on said West line 330.00 feet; thence South 87° 24' East 132.10 feet; thence South 370.00 feet; thence North 70° 47' West 139.75 feet to the point of beginning.
ALSO EXCEPT the following described parcel:
Commencing at the South 1/4 corner of Section 32; thence North 89° 34' West along the South Section line 287 .94 feet; thence North 00° 26' East 65.00 feet to the Northerly right of way of Lisbon Road; thence Northwesterly on the arc of a curve whose center is to the Northeast 793.02 feet (chord bearing North 81 ° 27' 1 O" West 790.37 feet, R-2799.93 feet); thence North 06° 16' East 258.05 feet to the point of beginning; thence continuing North 06° 16' East 108.13 feet; thence North 86° 20' West 154.12 feet; thence South 01 ° 04' West 101.65 feet; thence South 83° 46' East 144.75 feet to the point of beginning.
ALSO EXCEPT all that part of the East 1/2, Southwest 1/4 lying South of the North right of way of Lisbon Road (also known as Highway "K").
ALSO EXCEPT all of Certified Survey Map No. 165, recorded in Volume 1 of Certified Survey Maps, on Page 237, as Document No. 612499.
ALSO EXCEPT all of Certified Survey Map No. 321, recorded in Volume 2 of Certified Survey Maps, on Page 166, as Document No. 646123.
ALSO EXCEPT all of Certified Survey Map No. 1533, recorded in Volume 10 of Certified Survey Maps, on Page 193, as Document No. 809074.
ALSO EXCEPT all of Certified Survey Map No. 11064, recorded in Volume 108 of Certified Survey Maps, on Pages 194 to 197, as Document No. 4017516.

Tax Key No: MNFV 0127.991.006

Parcel C:
Lot 2 of Certified Survey Map No. 11268, recorded on December 30, 2014, in Book 111 of Certified Survey Maps on Pages 124-128, as Document No. 4116944, being a redivision of lands located in a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1 /4 of Section 32, Town 8 North, Range 20 East, in the Village of Menomonee Falls, County of Waukesha, State of Wisconsin.

Tax Key No: MNFV 0127.999.002

EXHIBIT B

Erosion Control Standards

Each Lot Owner shall prevent soil erosion and sedimentation by:

1. Installing and maintaining a gravel entrance (6 inches of 2 to 3 inch aggregate, 7 feet wide and 50 feet long or the distance from the road to the construction area, whichever is less); requiring all vehicles to use that entrance;
2. At the end of each work day, cleaning up any soil tracked onto the road;
3. Locating all soil piles at least 25 feet from any downslope road, ditch or drainage way; immediately placing silt fence on the downslope side of all soil piles;
4. As soon as gutters are installed, placing extenders on all downspouts to route roof water to a stabilized area; continuing use of the extenders until vegetation is established; and
5. Sodding, seeding and/or mulching of the Lot within 60 days after the occupancy permit is issued; maintaining the sod or seed by watering and any necessary replanting. (For homes with occupancy permits issued between November 1 and April 30, the Lot shall be covered with mulch within 30 days after the occupancy permit is issued and the mulch shall be maintained until the Lot is sodded or seeded. For these Lots, sodding or seeding shall be completed by June 1).

All erosion control measures shall be installed and maintained according to the best standards and specifications set forth in the Wisconsin Construction Site Best Management Practice Handbook and the Wisconsin Soil Conservation Service Field Technical Guide.

EXHIBIT C

Landscape Requirements

The style of the landscape design intended for Tamarind is to be natural, meaning sweeping, curvilinear bed lines and plant placement, and clustering of like plant material in small to medium groups.

REQUIRED PLANTINGS

Each proposed single-family Lot Landscape Plan shall contain (as minimum standards) the following in the front yard, and side yard for corner lots;

- Street Trees by municipal requirement: A minimum of two 2 ½" caliber shade/canopy trees per lot (four for corner lots) shall be placed in the terrace area (area between the property line and the curb). Shade/Canopy tree species shall be selected from the Approved Tamarind Landscape Plan.
- Ornamental Trees: A minimum of one deciduous or one evergreen tree per lot shall be placed in the front yard.
- Turf Establishment: All proposed lawn areas (turf) may be seeded or sodded at the time of landscape installation. ("No-Mow" seed mixes are prohibited)

RETAINING WALLS AND FENCING

- Retaining Wall(s): Proposed retaining walls for a proposed single-family residence shall be constructed in the following manner:
    - Walls heights shall be limited to a 48 inch vertical face per wall face. A tiered approach to retaining walls in excess of 48 inches (total overall wall height) is encouraged.
    - Materials for proposed retaining walls shall include:
        - ❖ Natural Stone: To include Lannon Stone (cut or snapped dry-wall stone), Outcropping Stone or Natural Granite Boulders. Cut-sheet or photo shall be provided with plan submittal. Walls in excess of 48 inches shall include construction details approved by a Professional Structural Engineer licensed in the State of Wisconsin.
        - ❖ Segmental Concrete Unit Masonry: To include larger-format cast or pressed concrete units with blended colors to compliment the color palate of the proposed residence. Cut-sheet or photo shall be provided with plan submittal, and details showing construction methods as stated under "Natural Stone" shall be included in the submittal.
        - ❖ ***Note: Landscape timbers and railroad ties are not acceptable retaining wall options.***

- Fencing:
    - Proposed fencing shall be located exclusively in the rear yard area and must be located inside of the setback requirements of each Lot. The height of fencing is limited to 48 inches above the approved grade at the proposed location of the fencing. The location of the proposed fencing shall be shown on the Lot Survey and submitted for Committee review. Approval of fencing shall be at the

discretion of the Committee. Proposed fencing shall be limited to the following materials, with a manufacturer's cut-sheet provided with the plan submittal.

- Acceptable fence materials include:
  - Ornamental Extruded Aluminum.
  - Natural Cedar.
  - ***Note: Chain link and PVC fence are not acceptable fencing options.***

EXHIBIT D

Architectural Standards Summary

NOTE: This summary is provided for informational purposes only

- Items necessary for Architectural Control Committee review for approval:
  - Committee Review form (provided by the Committee upon request)
  - Building Plans with floor Plans listing each levels' square footage
  - Survey showing at least building footprint and setbacks
  - Erosion Control and Grading Plan (per Standards in Exhibit B)
  - Landscape Plan (per Requirements in Exhibit C)
  - Submit all in .PDF for mat by email to Tamarind@fred-inc.com

- Color submission needed for all elevations including:
  - Siding
  - Stone/Brick/Stucco (Minimum 30% front elevation)
  - Trim

- Home Size Minimum
  - 1,800 square feet for single-story
  - 2,100 square feet for two-story; minimum of 1,200 square feet on the first floor

- Roof Materials and Pitch
  - Roof areas shall be covered with wood shakes, 30-year dimensional fiberglass or asphalt shingles (with minimum weight of 300 lbs.), tile, copper, other approved metals or other Committee approved material.
  - All exterior chimneys shall be constructed with masonry, stone, or stucco. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no further than 16 inches above chimney.
  - Pitch minimum 8/12

- Garage
  - Minimum 2 cars; maximum 3 cars
  - All drives shall be constructed of asphalt, concrete, or other hard surface approved by the Committee. All drives shall be installed within 30 days of occupancy or upon completion of construction, whichever comes first.
  - Side entries for garages are encouraged where possible

- Landscape Features
  - Two 2 ½ diameter inch shade/canopy street trees per lot in terrace (if corner lot, four)
  - One ornamental or evergreen tree in front yard
  - Seeded or sodded lot ("No-Mow" seed mixes are prohibited)

- Retaining walls should be tiered and less than 48 inches vertical per wall face. Materials shall be natural stone, segmental concrete unit masonry or other Committee approved material
- Fences no greater than 48 inches above grade. Fences must be shown on Lot Survey submitted to the Committee with a manufacturer's cut-sheet showing ornamental extruded aluminum or natural cedar. Chain link and PVC fences or perimeter lot line fences are prohibited.

- Mailbox and Lamp Post
  - Declarant approved mailboxes and lamp posts are required for uniformity.
  - Purchase paid at closing for the cost of a mailbox and lamp post for each Lot with installation of both by Lot Owners builder at Lot Owners expense.

- Extras
  - Only in-ground pools are permitted and must be approved by the Committee.
  - Playground equipment must be approved by the Committee.
  - Outbuildings, structures, storage sheds or pet kennels are prohibited.
  - Satellite dishes, antenna, or similar greater than 24 inches are prohibited.

EXHIBIT B

Original Plat

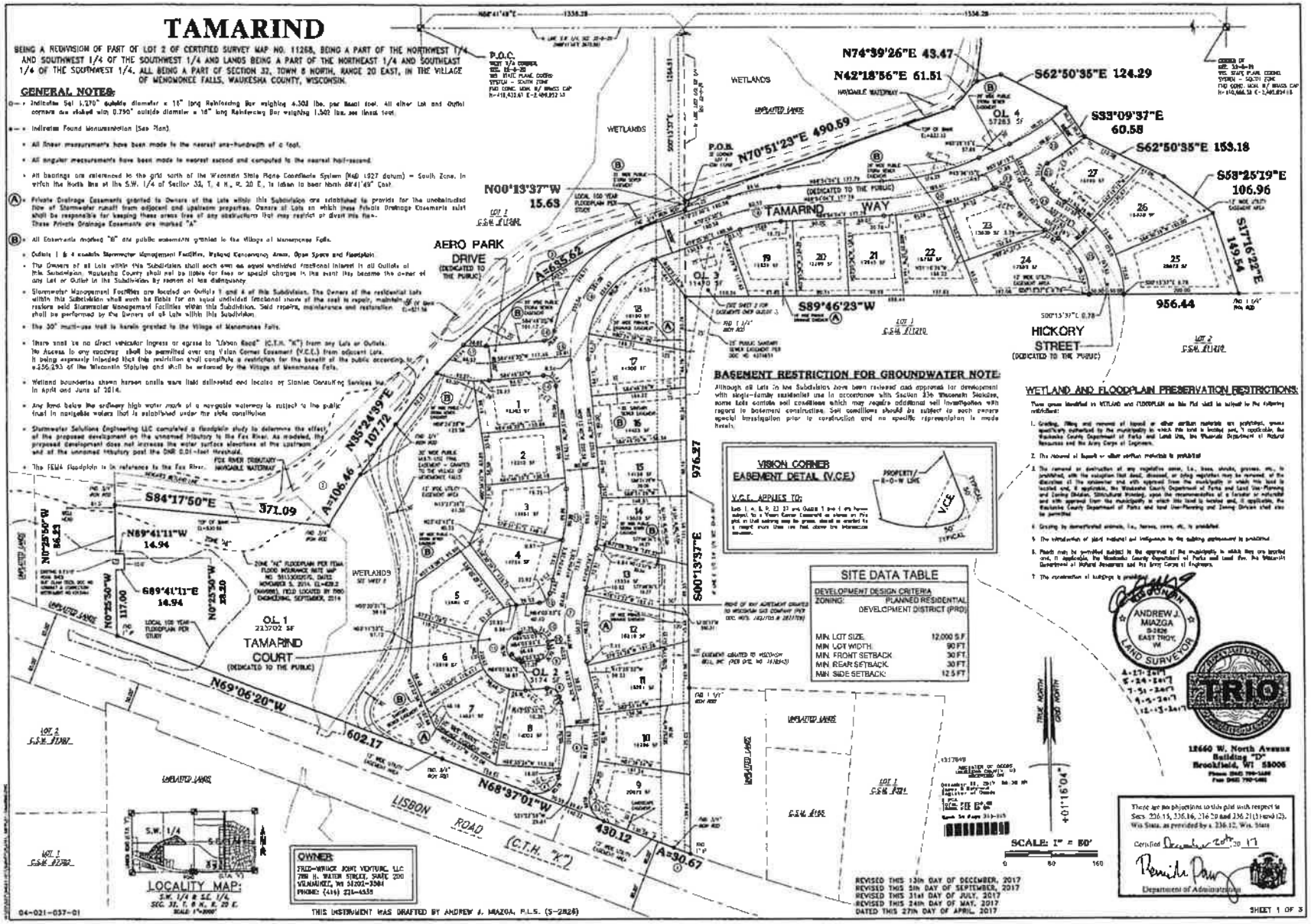
[See attached.]

TAMARIND

BEING A REDIVISION OF PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 11268, BEING A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND LANDS BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL BEING A PART OF SECTION 32, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

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 Monumentation (See Plan).
- 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 North line of the S.W. 1/4 of Section 32, T. 8 N., R. 20 E., is taken to bear North 88°41'49" East.
- Private Drainage Easements granted to Owners of the Lots within this Subdivision are established to provide for the unobstructed flow of Stormwater runoff from adjacent and upstream properties. Owners of Lots on which these Private Drainage Easements exist shall be responsible for keeping these areas free of any obstructions that may restrict or divert this flow. These Private Drainage Easements are marked "A"
- All Easements marked "B" are public easements granted to the Village of Menomonee Falls.
- Outlots 1 & 4 contain Stormwater Management Facilities, Natural Conservancy Areas, Open Space and Floodplain.
- The Owners of all Lots within this Subdivision shall each own an equal undivided fractional interest in all Outlots of this Subdivision. Waukesha County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in this Subdivision by reason of tax delinquency.
- Stormwater Management Facilities are located on Outlots 1 and 4 of 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 & restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
- The 30' multi-use trail is hereby granted to the Village of Menomonee Falls.
- There shall be no direct vehicular ingress or egress to "Lisbon Road" (C.T.H. "K") from any Lots or Outlots. No Access to any roadway shall be permitted over any Vision Corner Easement (V.C.E.) from adjacent Lots. It being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin Statutes and shall be enforced by the Village of Menomonee Falls.
- Wetland boundaries shown hereon onsite were field delineated and located by Stantec Consulting Services Inc. in April and June of 2014.
- Any land below the ordinary high water mark of a navigable waterway is subject to the public trust in navigable waters that is established under the state constitution
- Stormwater Solutions Engineering LLC completed a floodplain study to determine the effects of the proposed development on the unnamed tributary to the Fox River. As modeled, the proposed development does not increase the water surface elevations at the upstream end of the unnamed tributary past the DNR 0.01-foot threshold.
- The FEMA floodplain is in reference to the Fox River.



BASEMENT RESTRICTION FOR GROUNDWATER 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 may require additional soil investigation with regard to basement construction. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made hereto.

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

V.C.E. APPLIES TO:

Lots 1, 4, 5, 9, 23 & 24 and Outlot 1 are hereby subject to a Vision Corner Easement as shown on the plat, in that nothing may be placed or erected to a height more than two feet above the intersection elevation.

PROPERTY/R-O-W LINE
V.C.E.
50' TYPICAL

SITE DATA TABLE

DEVELOPMENT DESIGN CRITERIA
ZONING: PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD)

MIN. LOT SIZE:	12,000 S.F.
MIN. LOT WIDTH:	90 FT.
MIN. FRONT SETBACK:	30 FT.
MIN. REAR SETBACK:	30 FT.
MIN. SIDE SETBACK:	12.5 FT.

WETLAND AND FLOODPLAIN PRESERVATION RESTRICTIONS:

These areas identified as WETLAND and FLOODPLAIN on this Plat shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, except specifically authorized by the municipality in which the 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 of topsoil or other earthen materials is prohibited.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed at the discretion of the landowner and with approval from the municipality in which the land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silviculture thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which the land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division shall also be permitted.
4. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited.
5. The introduction of plant material not indigenous to the existing environment is prohibited.
6. 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.
7. The construction of buildings is prohibited.

ANDREW J. MIAZGA S-2828 EAST TROY, WI LAND SURVEYOR
4-27-2017
5-24-2017
7-31-2017
9-5-2017
12-13-2017

TRIO ENGINEERED SOLUTIONS

12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

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 December 20th, 20 17

Department of Administration

Doc: WIWAUK:MPLT 54-00313~55133
Page 1 of 3
Public Record
Printed: 1/22/2018 9:58 AM

TAMARIND

BEING A REDIVISION OF PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 11268, BEING A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND LANDS BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL BEING A PART OF SECTION 32, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

CURVE TABLE:

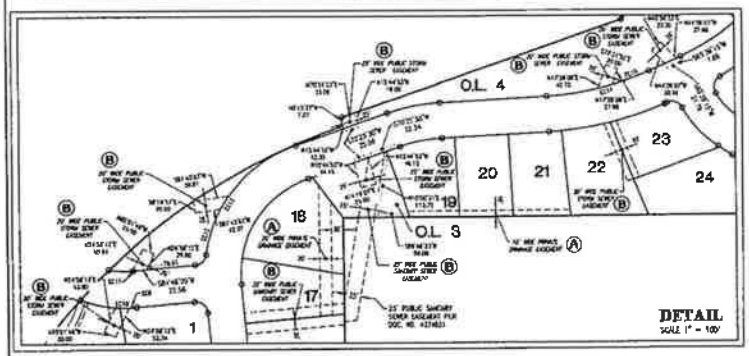
NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	EXTERIOR	2799.93	0°37'39"	30.67	30.67	S68°56'50.5"E	S68°37'04"E	S69°14'49"E
2	EXTERIOR	1030.00	5°55'18"	106.46	106.41	S32°26'59.5"W	S35°24'36"W	S29°29'20"W
3	EXTERIOR	1030.00	35°21'27"	635.62	625.58	S53°05'22.5"W	S70°46'06"W	S35°24'39"W
	OUTLOT 1	1030.00	6°15'24"	112.43	112.43	S38°32'37"W	S41°40'03"W	S35°24'39"W
	R.O.W.	1030.00	3°45'06"	67.44	67.43	S43°32'36"W	S41°40'03"W	S45°25'07"W
	OUTLOT 4	1030.00	25°20'59"	455.71	452.00	S58°05'36.5"W	S70°46'06"W	S45°25'07"W
4	OUTLOT 1	40.00	89°13'34"	62.26	56.60	N64°17'12"E	S64°37'01"E	N01°24'19"E
5	LOT 9	40.00	87°36'26"	61.09	55.33	S24°58'43"E	S18°53'35"W	S68°27'01"E
6	CENTERLINE	235.00	34°58'31"	167.87	165.27	N03°53'43.5"E	N24°22'59"E	N11°25'32"W
	EAST R.O.W.	305.00	32°38'07"	173.93	170.62	N02°26'01.5"E	N15°55'28"E	N11°25'32"W
	LOT 18	305.00	10°33'29"	56.20	56.12	N13°36'50.5"E	N15°53'35"E	N05°20'06"E
	LOT 10	305.00	15°26'22"	82.19	81.94	N00°36'56"E	N07°56'16"W	N07°56'16"W
	LOT 11	305.00	6°29'16"	34.54	34.52	N10°20'54"W	N07°56'16"W	N13°25'32"W
	WEST R.O.W.	245.00	30°46'55"	131.63	130.05	N01°40'53.5"E	N17°01'25"E	N13°25'32"W
	OUTLOT 1	245.00	3°45'28"	16.07	16.07	N15°18'41"E	N17°11'25"E	N13°25'57"E
	LOT 8	245.00	27°01'27"	115.56	114.49	N03°04'44.5"W	N13°25'57"E	N13°25'30"W
7	CENTERLINE	260.00	27°40'00"	144.86	143.46	S30°14'28"W	S16°04'28"W	S11°35'32"E
	CL SOUTH	300.00	7°38'35"	40.02	39.98	S08°46'14.5"E	S03°56'57"E	S11°35'32"E
	CL NORTH	300.00	20°01'28"	104.84	104.31	S01°03'46.5"W	S11°04'28"W	S09°56'57"E
	EAST R.O.W.	270.00	27°43'00"	130.57	129.33	S00°14'28"W	S16°04'28"W	S11°35'32"E
	LOT 12	270.00	25°22'10"	119.55	118.58	S00°54'27"E	S11°46'38"W	S11°35'31"E
	LOT 13	270.00	2°17'50"	10.82	10.82	S12°55'33"W	S11°04'28"W	S11°46'38"W
	LOT 6	330.00	4°16'28"	24.62	24.61	S13°56'44"W	S11°04'28"W	S09°48'00"W

CURVE TABLE: (Cont.)

8	LOT 8	20.00	82°21'26"	28.75	26.34	N54°46'14.5"W	N13°35'33"W	S68°03'03"W
9	OUTLOT 2	20.00	90°49'07"	31.70	28.49	N38°36'29.5"E	N84°01'03"E	N06°48'06"W
10	OUTLOT 2	20.00	90°49'07"	31.70	28.49	N50°32'33.5"W	N05°50'30"W	S84°03'03"W
11	OUTLOT 2	25.00	180°00'00"	78.54	50.00	S06°36'57"E	S84°03'03"E	N84°03'03"E
	WEST R.O.W.	75.00	180°00'00"	235.62	150.00	S06°56'57"E	S84°03'03"E	N84°03'03"E
	LOT 6	75.00	21°32'03"	28.19	28.02	S85°10'55.5"E	S74°24'54"E	N84°03'03"E
	LOT 7	75.00	44°49'44"	58.65	57.01	S52°04'31"E	S29°44'10"E	S74°24'54"E
	LOT 6	75.00	66°22'43"	86.89	82.09	S30°33'39"E	S29°44'10"E	S29°44'10"E
	LOT 5	75.00	51°25'34"	67.32	65.09	S14°26'19"W	S68°04'06"W	S16°38'37"W
	OUTLOT 1	75.00	15°56'57"	20.92	20.85	S76°02'24.5"W	S84°03'03"W	S68°04'06"W
12	LOT 4	20.00	74°13'03"	25.92	24.14	N15°55'31.5"E	N84°03'03"E	N09°48'00"E
13	CENTERLINE	300.00	19°18'08"	101.07	100.59	N06°25'24"E	N14°04'28"E	N05°13'40"W
	EAST R.O.W.	330.00	19°18'08"	111.17	110.65	N06°25'24"E	N14°04'28"E	N05°13'40"W
	LOT 13	330.00	1°11'18"	6.84	6.84	N13°29'49"E	N14°04'28"E	N12°53'10"E
	LOT 14	330.00	84°21'49"	82.71	82.52	N05°42'19.5"E	N12°53'10"E	N01°28'31"W
	LOT 15	330.00	3°45'09"	21.61	21.61	N03°21'05.5"W	N01°28'31"W	N05°13'40"W
	WEST R.O.W.	270.00	19°18'08"	90.96	90.53	N06°25'24"E	N14°04'28"E	N05°13'40"W
	LOT 4	270.00	0°12'21"	0.97	0.97	N13°36'17.5"E	N14°04'28"E	N13°52'07"E
	LOT 3	270.00	19°05'47"	89.99	89.57	N04°19'13.5"E	N13°52'07"E	N05°13'40"W

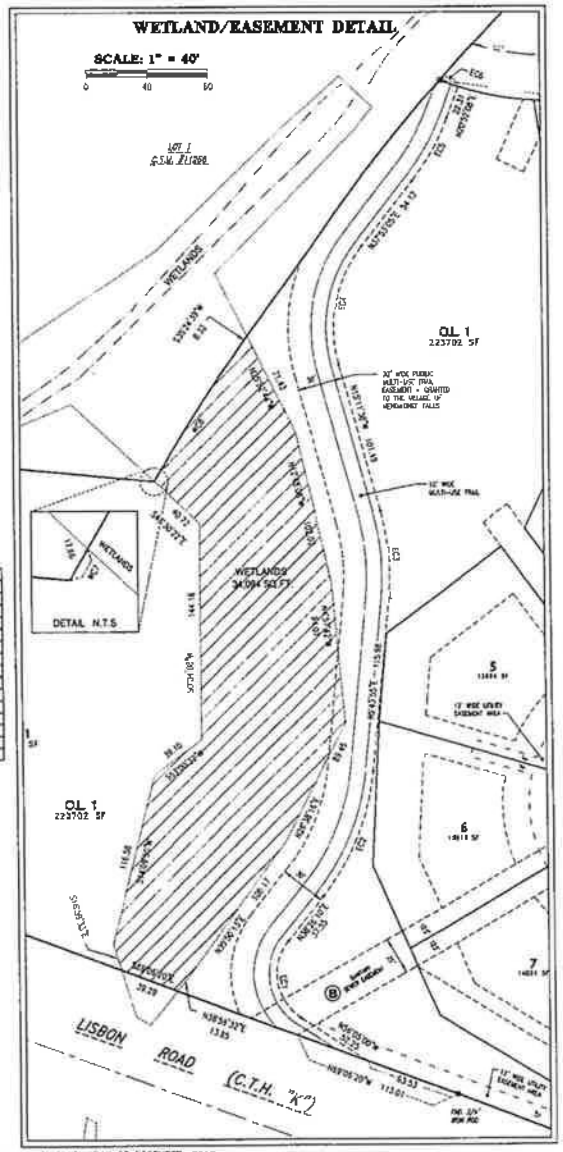
WETLAND/EASEMENT CURVE TABLE:

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
EC1	35.00	94°31'07"	57.74	51.41	N08°48'25"W	N36°05'02"W	N58°26'10"E
EC2	160.00	32°42'15"	91.33	90.09	N32°06'02.5"E	N48°26'10"E	N05°43'55"E
EC3	160.00	26°56'33"	58.44	58.11	N04°45'51.5"W	N05°43'55"E	N31°11'38"W
EC4	90.00	51°04'43"	80.26	80.43	N11°39'43.5"E	N15°11'38"W	N35°53'05"E
EC5	160.00	17°00'57"	47.52	47.34	N39°22'36.5"E	N35°53'05"E	N52°52'08"E
EC6	200.00	3°48'18"	13.28	13.28	S58°41'22"E	S56°47'43"E	S52°59'01"E
EC7	1030.00	0°01'26"	0.40	0.40	S29°30'00"W	S29°30'45"W	S29°29'20"W
EC8	1030.00	5°54'54"	106.08	106.01	S32°27'39.5"W	S35°24'39"W	S29°30'45"W
EC9	220.00	3°29'54"	12.15	12.15	N88°30'41"E	N89°15'14"E	N85°44'53"E
EC10	260.00	6°15'19"	21.63	21.62	S88°37'07"E	S85°28'28"E	N89°15'14"E
EC11	140.00	0°14'19"	0.58	0.58	S84°52'29.5"W	N85°00'28"E	N84°46'09"E
EC12	230.00	19°56'24"	80.05	79.65	S38°22'31"W	S28°23'43"W	S48°27'55"W
EC13	230.00	6°30'03"	26.10	26.08	S51°38'48.5"W	S54°53'50"W	S48°23'47"W
EC14	410.00	2°53'36"	23.73	23.73	N14°54'28"E	N13°27'40"E	N16°21'16"E
EC15	410.00	7°46'25"	54.04	53.99	N69°33'27.5"E	N73°27'40"E	N65°39'15"E









WISCONSIN
ANDREW J. MUAZGA
S-2626
EAST TROY, WI
LAND SURVEYOR

4-27-2017
5-24-2017
7-31-2017
12-13-2017

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 December 20, 2017

Department of Administration

REVISED THIS 13th DAY OF DECEMBER, 2017
REVISED THIS 31st DAY OF JULY, 2017
REVISED THIS 24th DAY OF MAY, 2017
DATED THIS 27th DAY OF APRIL, 2017

SHEET 2 OF 3

04-021-037-01

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MUAZGA, P.L.S. (S-2626)

Doc: WIWAUK:MPLT 54-00313~55133
Page 2 of 3
Public Record
Printed: 1/22/2018 9:58 AM

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Page 3 of 3

Public Record

Printed: 1/22/2018 9:58 AM

TAMARIND

BEING A REDIVISION OF PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 11288, BEING A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND LANDS BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL BEING A PART OF SECTION 32, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Andrew J. Miazga, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of part of Lot 2 of Certified Survey Map No. 11288, being a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and lands being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, all being a part of Section 32, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 32; Thence North 88°41'48" East and along the North line of the said Southwest 1/4 Section, 1334.28 feet to the Northwest corner of the said Northeast 1/4 of the said Southwest 1/4 Section, said point also being the Northwest corner of Lot 1 of Certified Survey Map 11288; Thence South 00°13'37" East and along the West line of the East 1/2 of the said Southwest 1/4 Section a distance of 1264.91 feet to a point, said point being the Southeast corner of Lot 1 of said Certified Survey Map and the place of beginning of lands hereinafter described;

Thence North 00°13'37" West along said West line of the East 1/2 a distance of 15.83 feet to a point; Thence North 70°31'23" East 490.58 feet to a point; Thence North 42°18'58" East 81.31 feet to a point; Thence North 74°38'28" East 43.47 feet to a point; Thence South 82°50'35" East 124.29 feet to a point; Thence South 33°08'37" East 80.58 feet to a point; Thence South 82°50'35" East 153.18 feet to a point; Thence South 33°18'19" East 106.88 feet to a point; Thence South 17°16'22" East 149.54 feet to a point on the North line of Certified Survey Map No. 11210; Thence South 88°48'23" West along said North line 956.44 feet to a point on the West line of said Certified Survey Map and the West line of the East 1/2 of the said Southwest 1/4 Section; Thence South 00°13'37" East along said West line 826.37 feet to a point on the North Right-of-Way line of "Lisbon Road" (C.T.H. "X"); Thence Northeasterly 30.87 feet along the arc of a curve whose center lies to the Northeast, whose radius is 2788.83 feet and whose chord bears North 68°58'50.5" West 30.87 feet to a point; Thence North 68°37'01" West along said North line 430.12 feet to a point; Thence North 68°06'20" West along said North line 602.17 feet to a point being the Southwest corner of Lot 2 of Certified Survey Map No.11268; Thence North 00°25'30" West along the West line of said Lot 2 a distance of 117.00 feet to a point; Thence South 89°41'11" East 14.84 feet to a point; Thence North 00°25'30" West 28.50 feet to a point; Thence North 89°41'11" West 14.84 feet to a point on the West line of said Lot 2, Thence North 00°25'30" West along said West line 68.23 feet to a point, said point being on the South line of Lot 1 of said Certified Survey Map; Thence South 84°17'30" East along said South line 371.09 feet to a point of curvature; Thence Northeasterly 106.46 feet along said South line and the arc of a curve whose center lies to the Southeast, whose radius is 1030.00 feet and whose chord bears North 32°28'58.3" East 106.41 feet to a point; Thence North 35°24'28" East along said South line 107.72 feet to a point of curvature; Thence Northeasterly 535.62 feet along said South line and the arc of a curve whose center lies to the Southeast, whose radius is 1030.00 feet and whose chord bears North 53°05'22.5" East 529.58 feet to the point of beginning of this description.

Said Parcel contains 648,031 Square Feet (or 14.8788 acres) of land, more or less.

That I have made such survey, land division and map by the direction of FRED-WRUCK JOINT VENTURE, 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, Chapter 16, of the Village of Menomonee Falls in surveying, dividing and mapping the same.

Dated this 27th Day of April, 20 17

5-24-2017
7-31-2017
9-5-2017
12-6-2017

ANDREW J. MIAZGA S-2826 EAST TROY, WI — WISCONSIN LAND SURVEYOR

Andrew J. Miazga, P.L.S.
Professional Land Surveyor, S-2826
TRIO ENGINEERING, LLC
12660 W. North Avenue, Building "D"
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

FRED-WRUCK JOINT VENTURE, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability 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 Menomonee Falls

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 27th day of December, 2017

FRED-WRUCK JOINT VENTURE, LLC
By: Fiduciary Real Estate Development, Inc., its Manager

Brett K. Miller, President/CEO of Manager

STATE OF WISCONSIN)
) SS
COUNTY OF Milwaukee)

Personally came before me this 27th day of December 20 17, the above named Brett K. Miller, President/CEO of Manager of the above named Limited Liability Company, to me known to be the persons who executed the foregoing instrument, and to me known to be such Managing Member of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Print Name: Jessica D. Hintz
Public, Milwaukee County, WI
My Commission Expires: 03/26/2021

04-021-037-01

CONSENT OF CORPORATE MORTGAGEE:

ASSOCIATED BANK, a corporation duly organized and existing by virtue of the laws of the State of Wisconsin, 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 FRED-WRUCK JOINT VENTURE, LLC, owner, this 27 day of December 20 17.

ASSOCIATED BANK
NICK BICHLER

STATE OF WISCONSIN)
) SS
COUNTY OF Milwaukee)

Personally came before me this 27 day of December 20 17, the above named Nick Bichler of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President 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: Jessica D. Hintz
Public, Milwaukee County, WI
My Commission Expires: 03/26/2021

TRIO
12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

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 12th Day of DECEMBER 20 17 on any of the land included in the Plat of "TAMARIND".

Dated this 12th Day of DECEMBER, 20 17

Pamela F. Reeves, County Treasurer

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Jackie Meyer, being duly appointed, qualified and acting Treasurer of the Village of Menomonee Falls, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this 27th Day of December 20 17 on any of the land included in the Plat of "TAMARIND".

Dated this 27th Day of December 20 17

Jackie Meyer, Village Treasurer

VILLAGE BOARD APPROVAL:

Resolved, that the plat of "TAMARIND", in the Village of Menomonee Falls, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication herein accepted by the Village Board of Trustees of the Village of Menomonee Falls, on this 17th Day of July, 20 17

Joseph Hein, Village President

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of Trustees of the Village of Menomonee Falls.

Jackie Meyer, Village Clerk

MENOMONEE FALLS PLAN COMMISSION:

Preliminary Approval: Date: 2/2/16

Secretary

Final Approval: Date: 7/17/17

Secretary

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 December 20th, 20 17

Department of Administration

CURVE TABLE: (Cont.)

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
14	LOT 1	20.00	90°00'00"	31.42	28.28	N50°13'40"W	N09°13'40"W	S80°46'20"W
15	CENTERLINE	600.00	3°33'36"	26.81	26.80	S80°59'07.5"W	S81°19'55"W	S84°45'20"W
16	OUTLOT 4	20.00	76°19'05"	26.64	24.71	N46°36'47.5"E	N84°16'20"E	N08°21'15"E
17	CENTERLINE	170.00	22°25'04"	66.52	66.09	S84°01'08"E	S77°48'36"E	N80°46'20"E
	SOUTH R.O.W.	200.00	26°25'51"	92.27	91.45	S82°01'41.5"E	S68°47'43"E	N80°46'20"E
	LOT 1	200.00	7°43'38"	26.97	26.95	N58°38'09"E	S87°30'02"E	N80°46'20"E
	OUTLOT 1	200.00	18°42'15"	65.30	65.00	S78°08'52.5"E	S68°47'45"E	S87°30'02"E
	NORTH R.O.W.	140.00	15°53'07"	38.82	38.69	S87°19'06.5"E	S79°20'33"E	N85°46'20"E
18	CENTERLINE	290.00	75°39'16"	284.00	248.31	S32°35'55"W	S70°25'30"W	S05°13'46"E
	CL SOUTH	290.00	8°26'45"	8.54	8.54	S01°00'12.5"E	S02°46'55"E	S05°13'46"E
	CL NORTH	290.00	73°17'25"	255.54	238.51	S33°48'17.5"W	S70°25'30"W	S02°49'55"E
	SE R.O.W.	170.00	75°39'10"	224.47	208.51	S32°35'56"W	S70°25'30"W	S05°13'40"E
	LOT 17	170.00	14°55'56"	44.28	44.16	S02°14'17.5"W	S09°42'15"W	S05°13'40"E
	LOT 18	170.00	60°42'15"	180.06	171.85	S40°03'52.5"W	S70°25'30"W	S09°42'15"W
	NW R.O.W.	230.00	61°36'15"	247.27	235.53	S39°25'22.5"W	S70°25'30"W	S08°21'15"W
19	CENTERLINE	280.00	16°28'34"	80.52	80.24	S75°39'47"W	S84°04'04"W	S70°25'30"W
	SOUTH R.O.W.	250.00	16°28'34"	71.86	71.64	S75°39'47"W	S84°04'04"W	S70°25'30"W
	NORTH R.O.W.	312.00	16°28'34"	89.74	89.44	S75°39'47"W	S84°04'04"W	S70°25'30"W
20	CENTERLINE	590.00	21°14'49"	185.41	184.45	N78°18'39.5"E	N68°41'14"E	N89°39'15"E
	SOUTH R.O.W.	530.00	21°14'49"	196.54	195.42	N78°18'39.5"E	N68°34'04"E	N89°39'15"E
	LOT 21	530.00	2°14'30"	20.76	20.76	N89°46'49.5"E	N88°34'04"E	N86°39'25"E
	LOT 22	530.00	6°47'03"	61.26	61.18	N85°15'53.5"E	N84°39'25"E	N79°52'22"E
	LOT 23	530.00	10°43'01"	99.52	99.40	N70°45'49"E	N79°52'22"E	N89°39'15"E
	OUTLOT 4	470.00	24°14'49"	176.29	175.09	N78°18'39.5"E	N68°34'04"E	N89°39'15"E
21	LOT 23	20.00	88°24'51"	30.86	27.90	N21°08'19.5"W	N23°50'34"W	S45°37'15"W
22	LOT 22	20.00	89°59'53"	31.42	28.28	S14°50'06.5"W	S89°50'09"W	S00°09'22"E
23	CENTERLINE	410.00	18°44'43"	134.14	133.58	N57°16'59.5"E	N66°39'15"E	N48°54'43"E
	LOT 27	440.00	10°22'48"	79.71	79.60	N54°38'43"E	N59°50'08"E	N49°27'15"E
	OUTLOT 4	380.00	17°21'28"	115.22	114.78	N58°58'04"E	N66°39'15"E	N48°18'53"E
24	CONTINUING	150.00	31°37'24"	82.78	81.74	S40°06'27"E	S24°20'45"E	S56°57'55"E
	LOT 27	120.00	35°48'07"	74.99	73.78	S43°03'58.5"E	S38°09'52"E	S56°57'59"E
	LOT 28	180.00	29°02'05"	86.07	87.20	S41°56'56.5"E	S27°55'54"E	S56°57'59"E
25	CENTERLINE	150.00	55°44'22"	145.93	140.24	N28°05'48"W	N00°13'37"W	N55°57'59"W
	EAST R.O.W.	180.00	55°44'22"	175.11	168.28	N28°05'48"W	N00°13'37"W	N55°57'59"W
	LOT 25	180.00	27°55'44"	77.03	76.35	N13°11'29"W	N00°13'37"W	N42°09'21"W
	LOT 26	180.00	27°31'26"	73.90	73.38	N34°55'04"W	N42°09'21"W	N69°40'47"W
	LOT 27	180.00	9°17'12"	29.18	29.14	N51°19'23"W	N46°40'47"W	N55°57'59"W
	LOT 24	120.00	55°44'22"	116.74	112.19	N28°05'48"W	N00°13'37"W	N55°57'59"W
26	OUTLOT 2	330.00	9°58'14"	9.43	9.43	S05°58'59"E	S00°01'52"E	S09°59'04"E

UTILITY EASEMENT PROVISIONS:

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

FRED-WRUCK JOINT VENTURE, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee,

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

TIME WARNER ENTERTAINMENT COMPANY, L.P., 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 those 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. Structures 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.

REVISED THIS 6th DAY OF DECEMBER, 2017
REVISED THIS 5th DAY OF SEPTEMBER, 2017
REVISED THIS 31st DAY OF JULY, 2017
REVISED THIS 24th DAY OF MAY, 2017
DATED THIS 27th DAY OF APRIL, 2017

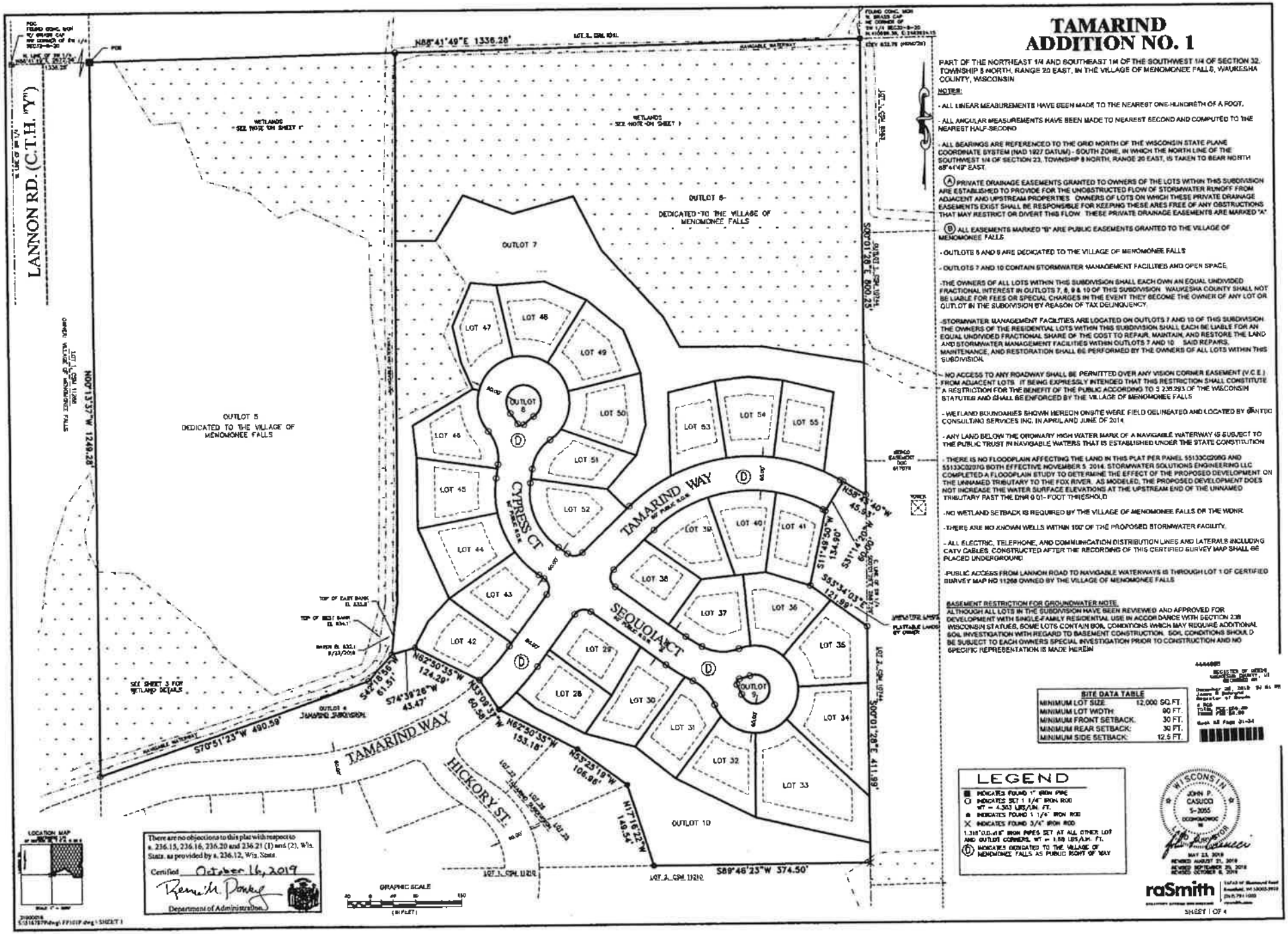
THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826)

SHEET 3 OF 3

Exhibit C

Tamarind Addition No. 1 Plat

[See attached.]



TAMARIND ADDITION NO. 1

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN

NOTES:

- 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 NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 20 EAST, IS TAKEN TO BEAR NORTH 88°41'49" EAST.

(A) PRIVATE DRAINAGE EASEMENTS GRANTED TO OWNERS OF THE LOTS WITHIN THIS SUBDIVISION ARE ESTABLISHED TO PROVIDE FOR THE UNOBSTRUCTED FLOW OF STORMWATER RUNOFF FROM ADJACENT AND UPSTREAM PROPERTIES. OWNERS OF LOTS ON WHICH THESE PRIVATE DRAINAGE EASEMENTS EXIST SHALL BE RESPONSIBLE FOR KEEPING THESE ARES FREE OF ANY OBSTRUCTIONS THAT MAY RESTRICT OR DIVERT THIS FLOW. THESE PRIVATE DRAINAGE EASEMENTS ARE MARKED "A"

(B) ALL EASEMENTS MARKED "B" ARE PUBLIC EASEMENTS GRANTED TO THE VILLAGE OF MENOMONEE FALLS

- OUTLOTS 5 AND 6 ARE DEDICATED TO THE VILLAGE OF MENOMONEE FALLS

- OUTLOTS 7 AND 10 CONTAIN STORMWATER MANAGEMENT FACILITIES AND OPEN SPACE.

-THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION SHALL EACH OWN AN EQUAL UNDIVIDED FRACTIONAL INTEREST IN OUTLOTS 7, 8, 9 & 10 OF THIS SUBDIVISION. WAUKESHA COUNTY SHALL NOT BE LIABLE FOR FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.

-STORMWATER MANAGEMENT FACILITIES ARE LOCATED ON OUTLOTS 7 AND 10 OF 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, AND RESTORE THE LAND AND STORMWATER MANAGEMENT FACILITIES WITHIN OUTLOTS 7 AND 10. SAID REPAIRS, MAINTENANCE, AND RESTORATION SHALL BE PERFORMED BY THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION.

- NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED OVER ANY VISION CORNER EASEMENT (V.C.E.) FROM ADJACENT LOTS. IT BEING EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC ACCORDING TO S 236.293 OF THE WISCONSIN STATUTES AND SHALL BE ENFORCED BY THE VILLAGE OF MENOMONEE FALLS

- WETLAND BOUNDARIES SHOWN HEREON ONSITE WERE FIELD DELINEATED AND LOCATED BY GRAEF-USA INC. CONSULTING SERVICES INC. IN APRIL AND JUNE OF 2014.

- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A NAVIGABLE WATERWAY IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER THE STATE CONSTITUTION

- THERE IS NO FLOODPLAIN AFFECTING THE LAND IN THIS PLAT PER PANEL 55133C0209G AND 55133C0207G BOTH EFFECTIVE NOVEMBER 5, 2014. STORMWATER SOLUTIONS ENGINEERING LLC COMPLETED A FLOODPLAIN STUDY TO DETERMINE THE EFFECT OF THE PROPOSED DEVELOPMENT ON THE UNNAMED TRIBUTARY TO THE FOX RIVER. AS MODELED, THE PROPOSED DEVELOPMENT DOES NOT INCREASE THE WATER SURFACE ELEVATIONS AT THE UPSTREAM END OF THE UNNAMED TRIBUTARY PAST THE DNR 0.01- FOOT THRESHOLD

-NO WETLAND SETBACK IS REQUIRED BY THE VILLAGE OF MENOMONEE FALLS OR THE WDNR.

-THERE ARE NO KNOWN WELLS WITHIN 100' OF THE PROPOSED STORMWATER FACILITY.

- ALL ELECTRIC, TELEPHONE, AND COMMUNICATION DISTRIBUTION LINES AND LATERALS INCLUDING CATV CABLES, CONSTRUCTED AFTER THE RECORDING OF THIS CERTIFIED SURVEY MAP SHALL BE PLACED UNDERGROUND

-PUBLIC ACCESS FROM LANNON ROAD TO NAVIGABLE WATERWAYS IS THROUGH LOT 1 OF CERTIFIED SURVEY MAP NO 11268 OWNED BY THE VILLAGE OF MENOMONEE FALLS

EASEMENT RESTRICTION FOR GROUNDWATER 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 STATUES, SOME LOTS CONTAIN SOIL CONDITIONS WHICH MAY REQUIRE ADDITIONAL SOIL INVESTIGATION WITH REGARD TO BASEMENT CONSTRUCTION. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNERS SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN

SITE DATA TABLE	
MINIMUM LOT SIZE:	12,000 SQ.FT.
MINIMUM LOT WIDTH:	90 FT.
MINIMUM FRONT SETBACK:	30 FT.
MINIMUM REAR SETBACK:	30 FT.
MINIMUM SIDE SETBACK:	12.5 FT.

LEGEND

- ■ INDICATES FOUND 1" IRON PIPE
- ○ INDICATES SET 1 1/4" IRON ROD WT = 4.303 LBS./LIN. FT.
- ● INDICATES FOUND 1 1/4" IRON ROD
- × INDICATES FOUND 3/4" IRON ROD

1.315"O.D.x18" IRON PIPES SET AT ALL OTHER LOT AND OUTLOT CORNERS. WT = 1.68 LBS./LIN. FT.

(D) INDICATES DEDICATED TO THE VILLAGE OF MENOMONEE FALLS AS PUBLIC RIGHT OF WAY

LOCATION MAP

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

Certified October 16, 2019

Department of Administration

WISCONSIN JOHN P. CASUCCI S-2055 OCONOMOWOC

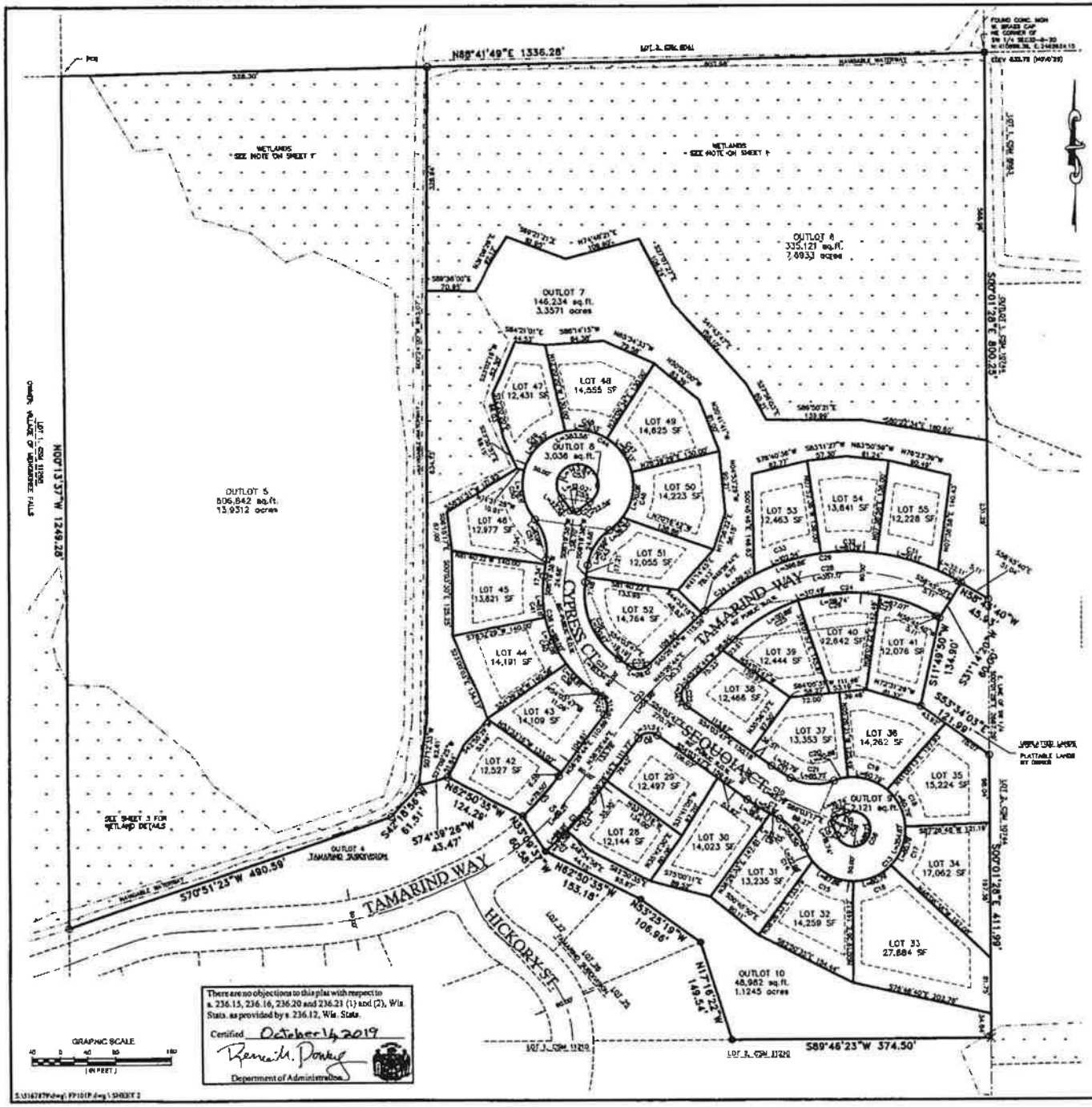
MAY 23, 2019
REVISED AUGUST 21, 2019
REVISED SEPTEMBER 25, 2019
REVISED OCTOBER 8, 2019

raSmith

SHEET 1 OF 4

TAMARIND ADDITION NO. 1

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN



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

Certified October 14, 2019

Department of Administration

Curve Table								
Curve #	LOT	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out	Central Angle
C1	RIGHT-OF-WAY	99.91	440.00	N42°57'02"E	99.69	N49°27'19"E	N36°26'44"E	013°00'33.1"
C2	OUTLOT 10	42.59	440.00	S46°40'36"W	42.58	S43°34'33"W	S49°27'19"W	005°32'46.8"
C3	LOT 28	57.32	440.00	S40°10'38"W	57.27	S36°26'44"W	S43°34'33"W	007°27'48.3"
C4	CENTERLINE	88.21	410.00	N42°40'43"E	88.03	N48°34'43"E	N36°26'44"E	012°27'57.9"
C5	LOT 42	78.50	360.00	N42°21'48"E	78.36	N48°16'53"E	N36°26'44"E	011°56'08.5"
C6	LOT 29	21.24	20.00	S81°11'29"W	20.18	N54°03'47"W	S36°26'44"W	060°49'28.1"
C7	RIGHT-OF-WAY	54.19	330.00	S58°48'02"E	54.13	S54°03'47"E	S63°28'17"E	009°24'30.7"
C8	LOT 30	38.94	330.00	S53°28'37"E	38.92	S54°03'47"E	S60°48'28"E	006°45'38.8"
C9	LOT 31	15.25	330.00	N62°08'52"W	15.25	N63°28'17"W	N60°48'28"W	002°38'50.8"
C10	RIGHT-OF-WAY	82.78	300.00	S60°03'32"E	82.57	S54°03'47"E	S66°03'17"E	011°36'30.4"
C11	LOT 37	32.78	270.00	S57°32'31"E	32.77	S54°03'47"E	S61°01'18"E	006°57'29.2"
C12	LOT 31	58.56	75.00	N41°52'00"W	55.33	N20°15'43"W	N63°28'17"W	043°17'34.1"
C13	RIGHT-OF-WAY	354.87	75.00	N24°15'25"E	105.17	S20°15'43"E	S68°48'33"W	270°57'43.6"
C14	LOT 31	23.95	75.00	N29°07'42"W	23.90	N37°48'41"W	N20°15'43"W	017°33'51.5"
C15	LOT 33	67.66	75.00	S63°44'53"E	65.37	S37°48'41"E	S89°40'04"E	051°40'22.8"
C16	LOT 33	60.79	75.00	S67°06'38"W	59.14	S43°53'22"W	N89°40'04"W	046°26'34.3"
C17	LOT 34	60.79	75.00	S20°40'05"W	59.14	S02°33'12"E	S43°53'22"W	046°26'34.3"
C18	LOT 35	60.79	75.00	S25°46'29"E	59.14	S48°26'43"E	S02°33'12"E	046°26'34.3"
C19	LOT 36	60.79	75.00	S72°13'04"E	59.14	N84°33'38"E	S48°26'43"E	046°26'34.3"
C20	LOT 37	20.86	75.00	N78°40'08"E	20.80	N68°48'33"E	N84°33'38"E	015°47'05.8"
C21	LOT 37	65.72	75.00	S86°07'21"E	63.63	S61°01'18"E	N68°48'33"E	050°12'10.9"
C22	LOT 38	34.74	20.00	S41°18'31"E	30.53	S45°28'44"W	S54°03'47"E	099°30'30.8"
C23	CENTERLINE	54.98	350.00	N10°56'44"E	54.92	N36°26'44"E	N46°26'44"E	009°00'00.0"
C24	RIGHT-OF-WAY	317.49	240.00	S63°20'32"W	294.83	N58°45'40"W	S45°28'44"W	075°47'33.6"
C25	LOT 39	110.68	240.00	N58°39'24"E	109.70	N45°28'44"E	N71°52'02"E	026°25'18.0"
C26	LOT 40	118.74	240.00	S86°09'37"W	118.50	N79°32'46"W	S71°52'02"W	028°20'07.4"
C27	LOT 41	87.07	240.00	N68°08'15"W	86.56	N58°45'40"W	N79°32'46"W	020°47'09.1"
C28	CENTERLINE	357.17	270.00	N63°20'32"E	331.88	N45°28'44"E	S36°26'40"E	075°47'33.6"
C29	RIGHT-OF-WAY	366.88	300.00	S63°20'32"W	366.54	N58°45'40"W	S45°28'44"W	075°47'33.6"
C30	OUTLOT 7	32.11	300.00	S81°46'27"E	32.09	S84°53'35"E	S58°45'40"E	006°07'54.3"
C31	LOT 55	91.41	300.00	S72°37'18"E	91.06	S82°21'02"E	S84°53'35"E	017°27'27.4"
C32	LOT 54	81.28	300.00	N89°53'11"E	81.06	N82°07'24"E	S82°21'02"E	015°31'33.6"
C33	LOT 53	102.54	300.00	N72°19'54"E	102.04	N62°32'24"E	N82°07'24"E	019°35'00.3"
C34	OUTLOT 7	88.51	300.00	N53°06'34"E	88.17	N45°28'44"E	N62°32'24"E	017°05'39.8"
C35	LOT 52	28.10	20.00	N65°41'29"E	25.84	S54°03'47"E	N45°28'44"E	080°29'29.1"
C36	LOT 52	130.67	120.00	S22°52'04"E	124.31	S08°18'38"W	S54°03'47"E	062°23'25.0"
C37	CENTERLINE	163.34	150.00	S22°52'04"E	155.38	S08°18'38"W	S54°03'47"E	062°23'25.0"
C38	RIGHT-OF-WAY	186.00	180.00	S22°52'04"E	186.48	S08°18'38"W	S54°03'47"E	062°23'25.0"
C39	LOT 43	58.81	180.00	N44°42'09"W	58.55	N54°03'47"W	N35°39'32"W	018°43'15.0"
C40	LOT 44	78.08	180.00	S23°14'01"E	75.51	S11°07'31"E	S35°39'32"E	024°13'00.5"
C41	LOT 45	81.11	180.00	N12°23'56"W	80.82	N11°07'31"W	N08°18'38"E	019°27'06.8"
C42	LOT 43	31.58	20.00	N8°48'31"W	28.41	N36°26'44"E	N54°03'47"W	090°30'30.9"
C43	LOT 31	91.99	75.00	S32°08'22"W	86.24	S55°41'06"W	S08°18'38"W	070°15'27.7"
C44	RIGHT-OF-WAY	363.56	80.00	N81°40'22"W	106.39	N55°41'06"E	S36°01'48"E	274°42'55.4"
C45	LOT 51	26.30	80.00	S48°16'06"W	26.18	S36°31'06"W	S55°41'06"W	018°49'58.7"
C46	LOT 50	70.08	80.00	S11°45'18"W	67.88	S13°20'31"E	S36°31'06"W	050°11'37.5"
C47	LOT 48	82.13	80.00	S35°25'28"E	80.58	S57°50'26"E	S13°20'31"E	044°29'54.5"
C48	LOT 48	82.13	80.00	N80°05'23"W	80.58	N57°50'26"W	S77°36'40"W	044°29'54.5"
C49	LOT 47	86.63	80.00	N48°24'07"E	82.63	N13°28'30"E	N77°36'40"E	062°01'05.2"
C50	LOT 46	78.11	80.00	N11°44'27"W	75.07	N36°01'48"W	N15°28'35"E	054°30'33.9"
C51	LOT 46	81.89	75.00	N15°21'05"W	60.24	N08°18'38"E	N36°01'48"W	047°21'26.1"
C52	OUTLOT 8	22.56	125.00	S50°30'48"W	22.53	S55°41'06"W	S45°20'32"W	010°20'34.1"
C53	OUTLOT 8	143.84	30.00	N81°40'22"W	40.85	N55°41'06"E	S36°01'48"E	274°42'55.4"
C54	OUTLOT 8	22.56	125.00	N33°51'32"W	22.53	N28°41'19"W	N36°01'48"W	010°20'34.1"
C55	OUTLOT 8	13.02	8.50	S81°40'22"E	10.38	S28°41'19"E	N45°20'32"E	105°56'12.8"
C56	OUTLOT 9	12.05	8.50	S24°15'25"W	10.40	S77°22'00"W	S28°51'10"E	108°13'09.3"
C57	OUTLOT 9	18.74	125.00	N24°33'28"W	18.72	N20°15'43"W	N28°51'10"W	008°35'28.4"
C58	OUTLOT 9	118.23	25.00	N24°15'25"E	35.06	S20°15'43"E	S68°48'33"W	270°57'43.6"
C59	OUTLOT 9	18.74	125.00	N73°54'16"E	18.72	N77°22'00"E	N68°48'33"E	008°35'28.4"

JOHN P. CASUCCI S-2055 OCONOMOWOC WISCONSIN LAND SURVEYOR

MAY 23, 2019
REVISED AUGUST 21, 2019
REVISED SEPTEMBER 25, 2019
REVISED OCTOBER 8, 2019

raSmith

SHEET 2 OF 4

TAMARIND ADDITION NO. 1

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

WETLAND PRESERVATION RESTRICTIONS

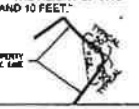
THOSE AREAS IDENTIFIED AS WETLAND ON THIS PLAT SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING, AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE VILLAGE OF MENOMONEE FALLS AND , IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS
2. THE REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS IS PROHIBITED
3. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED AT THE DISCRETION OF THE LANDOWNER AND WITH APPROVAL FROM THE VILLAGE OF MENOMONEE FALLS. SILVICULTURAL THINNING, UPON RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE VILLAGE OF MENOMONEE FALLS SHALL ALSO BE PERMITTED.
4. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC, IS PROHIBITED.
5. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
6. PONDS MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE VILLAGE OF MENOMONEE FALLS, AND IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
7. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.

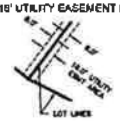
VISION CORNER EASEMENT DETAIL

V.C.E. APPLIES TO:
LOTS 29, 38, 45 AND 54 ARE HEREIN SUBJECT TO A VISION CORNER EASEMENT AS SHOWN ON THIS PLAT IN THAT NOTHING MAY BE GROWN, STORED OR ERECTED BETWEEN THE HEIGHT OF TWO AND ONE-HALF FEET AND 10 FEET.

V.C.E. DETAIL



10' UTILITY EASEMENT DETAIL



Line Table		
Line #	Direction	Length
L1	S87°10'32"E	58.38
L2	S46°45'28"E	137.05
L3	S33°23'13"E	51.40
L4	S81°46'56"E	114.01
L5	N71°37'43"E	185.33
L6	N18°14'38"E	97.22
L7	N00°36'44"E	411.56
L8	N06°02'26"W	128.40
L9	N00°36'18"W	111.37
L10	N84°22'08"W	130.62
L11	S89°13'56"W	44.08
L12	N48°49'52"W	85.06
L13	N74°38'56"W	82.64
L14	N20°32'14"W	106.78
L15	S85°27'31"W	44.76
L16	N30°08'06"W	130.71
L17	N80°22'54"W	150.50
L18	N06°50'21"W	136.99
L19	N27°36'02"W	90.21
L20	N41°43'47"W	156.10
L21	N37°07'37"W	108.24
L22	S74°48'21"W	106.60
L23	N68°21'21"W	81.95
L24	S31°08'28"W	82.12
L25	S34°15'00"E	88.50
L26	S23°00'27"W	99.30
L27	S23°26'23"E	100.55
L28	S66°18'36"W	134.16
L29	S00°24'00"E	137.74
L30	S21°31'25"W	213.43
L31	S07°12'53"W	62.55
L32	S00°48'23"W	12.88
L33	S57°36'37"W	15.30
L34	S00°01'28"E	8.17

Line Table		
Line #	Direction	Length
L36	S43°19'13"W	31.23
L37	N62°50'35"W	18.66
L38	S43°19'13"W	31.23
L39	S62°50'35"E	18.66
L40	S84°13'41"E	17.77
L41	N25°46'19"E	20.00
L42	S64°13'41"E	26.88
L43	S87°53'46"E	20.00
L44	N02°06'14"E	44.43
L45	S06°43'40"E	17.07
L46	S19°11'21"E	32.76
L47	N18°11'21"W	22.59
L48	S00°01'28"E	27.80

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C62	21.47	440.00	N47°03'22"E	21.46
C63	27.81	300.00	S48°06'06"W	27.80

OUTLOT 5
DEDICATED TO THE VILLAGE OF MENOMONEE FALLS

OUTLOT 6
DEDICATED TO THE VILLAGE OF MENOMONEE FALLS

OUTLOT 7

OUTLOT 8

OUTLOT 9

OUTLOT 10

OUTLOT 4
JAMARIND SUBDIVISION

LOT 1, CSM 12906
OWNER: VILLAGE OF MENOMONEE FALLS

LOT 2, CSM 10744

LOT 3, CSM 10744

LOT 1, CSM 12906

LOT 2, CSM 10744

LOT 3, CSM 10744

WETLANDS
SEE NOTE ON SHEET 1

WETLANDS
SEE NOTE ON SHEET 1

CYPRESS CT
60' PUBLIC R.O.W.

TAMARIND WAY
60' PUBLIC R.O.W.

SEQUOIA CT
60' PUBLIC R.O.W.

LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32
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LOT 52
LOT 53
LOT 54
LOT 55

SEE SHEET 3 FOR WETLAND DETAILS

STORM SEWER EASEMENT DETAILS

STORM SEWER EASEMENT DETAILS

-DRIVEWAY PROHIBITED

GRAPHIC SCALE
40 0 40 80 160
(IN FEET)

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified October 16, 2019
Department of Administration

WISCONSIN
JOHN P. CASUCCI
S-2056
SURVEYOR

MAY 23, 2019
REVISED AUGUST 21, 2019
REVISED SEPTEMBER 25, 2019
REVISED OCTOBER 9, 2019

raSmith

SHEET 2 OF 4

S:\3167809\Prdwg\TPI01P.dwg\SHEET 2

TAMARIND ADDITION NO. 1

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
WAUKESHA COUNTY)

I, JOHN P. CASUCCI, PROFESSIONAL LAND SURVEYOR, CERTIFY:

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE NORTH 88°41'49" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION 1336.28 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°41'49" EAST ALONG SAID NORTH LINE 1336.28 FEET TO THE NORTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP 8583; THENCE SOUTH 00°01'28" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 800.25 FEET TO A POINT; THENCE NORTH 58°45'40" WEST 45.93 FEET TO A POINT; THENCE SOUTH 31°14'20" WEST 60.00 FEET TO A POINT; THENCE SOUTH 11°49'50" WEST 134.90 FEET TO A POINT; THENCE SOUTH 53°34'03" EAST 121.99 FEET TO A POINT ON THE EAST LINE OF SAID 1/4 SECTION; THENCE SOUTH 00°01'28" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 411.99 FEET TO THE NORTHEAST CORNER OF LOT 2 OF CERTIFIED SURVEY MAP 11210; THENCE SOUTH 89°46'23" WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 374.50 FEET TO A POINT; THENCE NORTH 17°16'22" WEST ALONG TAMARIND SUBDIVISION 149.54 FEET TO A POINT; THENCE NORTH 53°25'19" WEST ALONG SAID LINE 106.96 FEET TO A POINT; THENCE NORTH 62°50'35" WEST ALONG SAID LINE 153.18 FEET TO A POINT; THENCE NORTH 33°09'37" WEST ALONG SAID LINE 60.58 FEET TO A POINT; THENCE NORTH 62°50'35" WEST ALONG SAID LINE 124.29 FEET TO A POINT; THENCE SOUTH 74°39'26" WEST ALONG SAID LINE 43.47 FEET TO A POINT; THENCE SOUTH 42°18'56" WEST ALONG SAID LINE 81.51 FEET TO A POINT; THENCE SOUTH 70°51'23" WEST ALONG SAID LINE 490.59 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF CERTIFIED SURVEY MAP 11268; THENCE NORTH 00°13'37" WEST ALONG SAID EAST LINE 1249.28 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 1,845,317 SQUARE FEET OR 37.7713 ACRES

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION, AND PLAT BY THE DIRECTION OF FRED-WRUCK JOINT VENTURE, LLC, OWNERS OF SAID LAND.

THAT SUCH PLAT 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 MENOMONEE FALLS IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATE: May 23, 2019

John P. Casucci

JOHN P. CASUCCI
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 2055

REVISED AUGUST 21, 2019
REVISED SEPTEMBER 25, 2019
REVISED OCTOBER 8, 2019

WISCONSIN JOHN P. CASUCCI S-2055 ECONOMIDES LAND SURVEYOR

UTILITY EASEMENT PROVISIONS.

AN EASEMENT FOR ELECTRIC, NATURAL GAS AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

FRED-WRUCK JOINT VENTURE, LLC, GRANTOR, TO

WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, GRANTEE,

WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE,

TIME WARNER ENTERTAINMENT COMPANY, L.P., 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, 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 THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" 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 OF 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 OR COMMUNICATION 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" 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.

OWNER'S CERTIFICATE OF DEDICATION

FRED-WRUCK JOINT VENTURE, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID LIMITED LIABILITY COMPANY CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT.

FRED-WRUCK JOINT VENTURE, LLC, DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY: S 236.10 OR S 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

1. VILLAGE OF MENOMONEE FALLS
2. WISCONSIN DEPARTMENT OF ADMINISTRATION
3. WAUKESHA COUNTY PARKS AND LAND USE DEPARTMENT

IN WITNESS WHERE, SAID FRED-WRUCK JOINT VENTURE, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Brett K. Miller as Attorney

Red Rock Development Inc., ITS SOLE MEMBER, THIS 28th DAY OF October, 2019

FRED-WRUCK JOINT VENTURE, LLC
BY: FIDUCIARY REAL ESTATE DEVELOPMENT, ITS MANAGER

BRETT K. MILLER PRESIDENT/CEO OF MANAGER

STATE OF WISCONSIN
Milwaukee SS
COUNTY

PERSONALLY CAME BEFORE ME THIS 28th DAY OF October, 2019

BRETT K. MILLER, PRESIDENT/CEO OF MANAGER OF THE ABOVE LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH MANAGER OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGER AS THE DEED OF SAID LIMITED LIABILITY COMPANY, BY ITS AUTHORITY.

MARGARET JABERG NOTARY PUBLIC STATE OF WISCONSIN

Margaret Jaberg
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES Nov. 25, 2019

CONSENT OF CORPORATE MORTGAGEE

ASSOCIATED BANK, A CORPORATION DULY ORGANIZED AND EXISTING BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, DEDICATING, AND MAPPING OF THE LAND DESCRIBED ON THIS PLAT AND DOES HEREBY CONSENT TO THE CERTIFICATE OF SAID OWNER, FRED-WRUCK JOINT VENTURE, LLC

OWNER, THIS 28th DAY OF October, 2019

STATE OF Wisconsin)
BS
COUNTY OF Milwaukee)

PERSONALLY CAME BEFORE ME THIS 28th DAY OF October, 2019

Nick Bickler Vice President OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH Vice President OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF THE ORGANIZATION, BY ITS AUTHORITY

(SEAL)

MARGARET JABERG NOTARY PUBLIC STATE OF WISCONSIN

Margaret Jaberg
NOTARY PUBLIC, STATE OF Wisconsin
MY COMMISSION EXPIRES Nov. 25, 2019

VILLAGE OF MENOMONEE FALLS TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
:SS
WAUKESHA COUNTY)

I, JANICE MOYER, BEING THE DULY APPOINTED, QUALIFIED AND ACTING VILLAGE TREASURER OF THE VILLAGE OF MENOMONEE FALLS, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF December 23, 2019 ON ANY OF THE LAND INCLUDED IN THE PLAT OF TAMARIND ADDITION NO. 1.

DATE: December 23, 2019

Janice Moyer
JANICE MOYER, VILLAGE TREASURER

VILLAGE OF MENOMONEE FALLS OFFICIAL SEAL WAUKESHA CO. WI

COUNTY TREASURER'S CERTIFICATE

I, PAMELA F. REEVES, BEING THE 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 OR UNPAID SPECIAL ASSESSMENTS AS OF DECEMBER 30, 2019 AFFECTING THE LANDS INCLUDED IN THE PLAT OF TAMARIND ADDITION NO. 1

DATE: DECEMBER 30, 2019

Pamela F. Reeves
PAMELA F. REEVES, COUNTY TREASURER

VILLAGE BOARD APPROVAL

RESOLVED THAT THE PLAT KNOWN AS TAMARIND ADDITION NO. 1, IN THE VILLAGE OF MENOMONEE FALLS, HAVING BEEN RECOMMENDED BY THE PLAN COMMISSION, AND BEING THE SAME, IS HEREBY APPROVED AND DEDICATION HEREIN ACCEPTED BY THE VILLAGE BOARD OF TRUSTESS OF THE VILLAGE OF MENOMNEE FALLS, ON THIS 5th DAY OF August 2019

DAVID GLASGOW, VILLAGE PRESIDENT

I HEREBY CERTIFY THAT THE FOREGOING IS COPY OF A RESOLUTION ADOPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF MENOMONEE FALLS

ON THE 5th DAY OF August 2019.

DATE: December 23, 2019

Janice Moyer
JANICE MOYER, VILLAGE CLERK

VILLAGE OF MENOMONEE FALLS OFFICIAL SEAL WAUKESHA CO. WI

MENOMONEE FALLS PLAN COMMISSION.

PRELIMINARY APPROVAL: DATE: 2/7/16

MATTHEW A. CARRAN, SECRETARY

FINAL APPROVAL: DATE 7/9/19

MATTHEW A. CARRAN, SECRETARY

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

Certified October 14, 2019

Department of Administration

raSmith

SHEET 4 OF 4

5:\11x17\Plat.dwg | FP101P dwg | SHEET 4

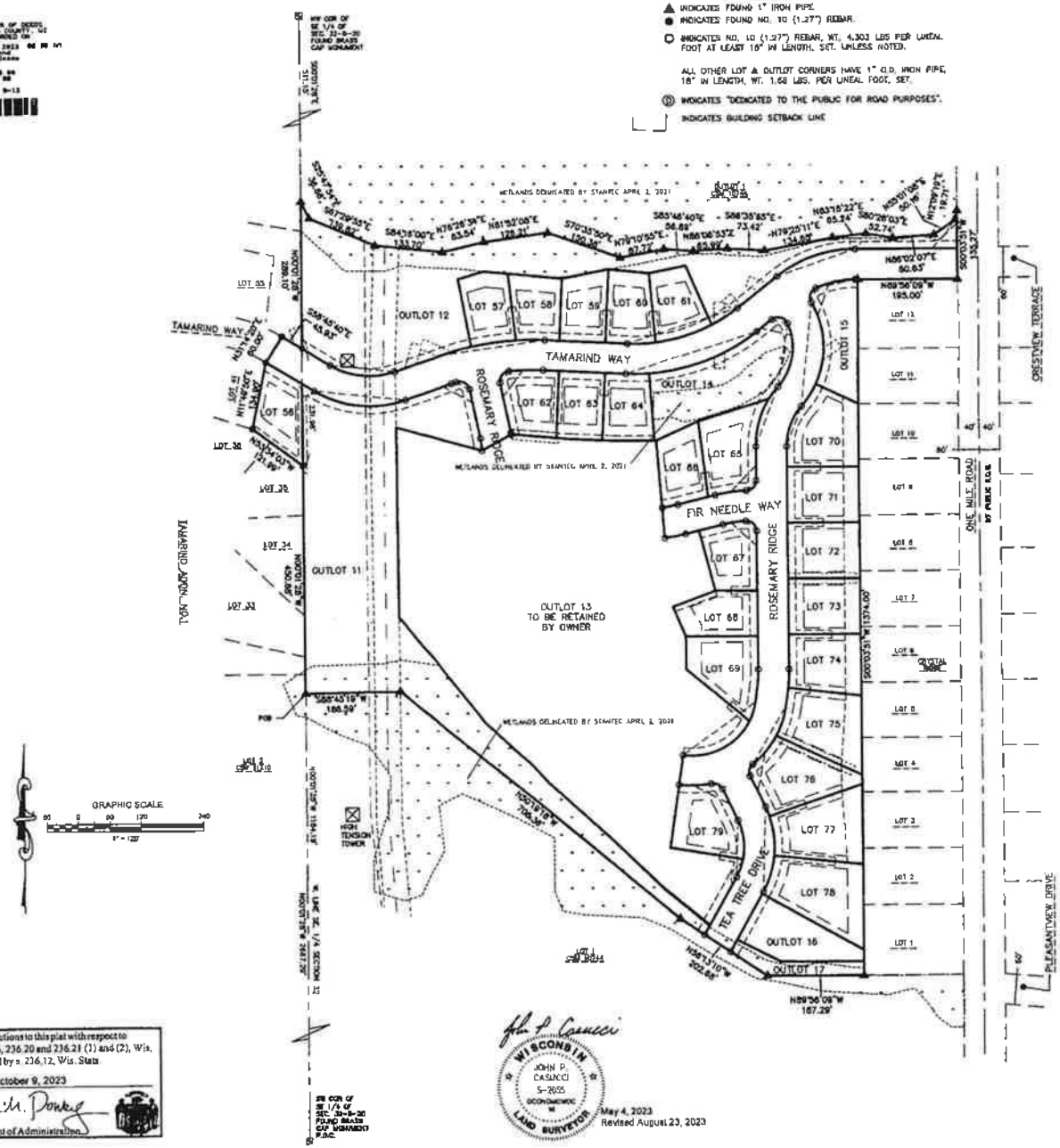
Exhibit D

Tamarind Addition No. 2 Plat

[Recorded Plat to be attached.]

TAMARIND ADDITION NO. 2

Lot 2 of Certified Survey Map No. 10744 and lands, being a part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 5 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County.



Notes:

- This Addition contains 24 Lots and 7 Outlots. A waiver has been granted by the Wisconsin Department of Administration so that lot and outlot numbering does not have to be consecutively within their respective Blocks.

- 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 West line of the Southeast 1/4 of Section 32, Township 5 North, Range 20 East, is taken to bears North 00°01'28" West.

(A) - Private drainage easements granted to owners of the lots within this subdivision are established to provide for the unobstructed flow of stormwater runoff from adjacent and upstream properties. Owners of lots on which these private drainage easements exist shall be responsible for keeping these areas free of any obstructions that may restrict or divert this flow. These private drainage easements are marked "A".

(B) - All easements marked "B" are public easements granted to the Village of Menomonee Falls.

- Outlots 11, 12, 14 and 15 contain stormwater management facilities and open space.

- Outlots 13 and 16 are to be retained by the owner.

-The owners of all lots within this subdivision shall each own an equal undivided fractional interest in Outlots 11, 12, 14, 15 & 17 of this subdivision. Waukesha County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the subdivision by reason of tax delinquency.

-Stormwater management facilities are located on Outlots 11, 12, 14 and 15 of this subdivision. The owners of the residential lots within this subdivisions shall each be liable for an equal undivided fractional share of the cost to repair, maintain, and restore the land and stormwater management facilities within Outlots 11, 12, 14 and 15. Said repairs, maintenance, and restoration shall be performed by the owners of all lots within this subdivision.

- no access to any roadway shall be permitted over any vision corner easement (V.C.E.) from adjacent lots. It being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin statutes and shall be enforced by the Village of Menomonee Falls.

- Wetland boundaries shown hereon onsite were field delineated and located by Stantec Consulting Services Inc. in April 2, 2021.

- No wetland setback is required by the Village of Menomonee Falls or the WDNR.

-There are no known wells within 100' of the proposed stormwater facility.

- All electric, telephone, and communication distribution lines and laterals including cable, constructed after the recording of this map shall be placed underground.

- These lots may contain soils which are unsuitable for conventional basement construction due to the presence of seasonal high groundwater, and special construction methods may be required.

Owner/Subdivider:
Home Path Financial Limited Partnership
19435 West Capitol Drive, Suite #102
Brookfield, WI., 53045

Basement restriction for groundwater 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 may require additional soil investigation with regard to basement construction. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.

SITE DATA TABLE	
MINIMUM LOT SIZE	12,000 SQ.FT.
MINIMUM LOT WIDTH	80 FT.
MINIMUM FRONT SETBACK:	30 FT.
MINIMUM REAR SETBACK:	30 FT.
MINIMUM SIDE SETBACK:	12.5 FT.

Vision corner easement detail
V.C.E. applies to:
Lots 62, 65, 67, 76, 79 and Outlots 11, 12, 14, & 15 are herein subject to a vision corner easement as shown on this plat in that nothing may be grown, stored or erected between the height of two and one-half feet and 10 feet."

V.C.E DETAIL

LOCATION MAP

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., as provided by s. 236.12, Wis. Stats.
Certified October 9, 2023
Department of Administration

WISCONSIN JOHN P. CASUCCI S-2655 LAND SURVEYOR

May 4, 2023
Revised August 23, 2023

raSmith

SHEET 1 of 5

TAMARIND ADDITION NO. 2

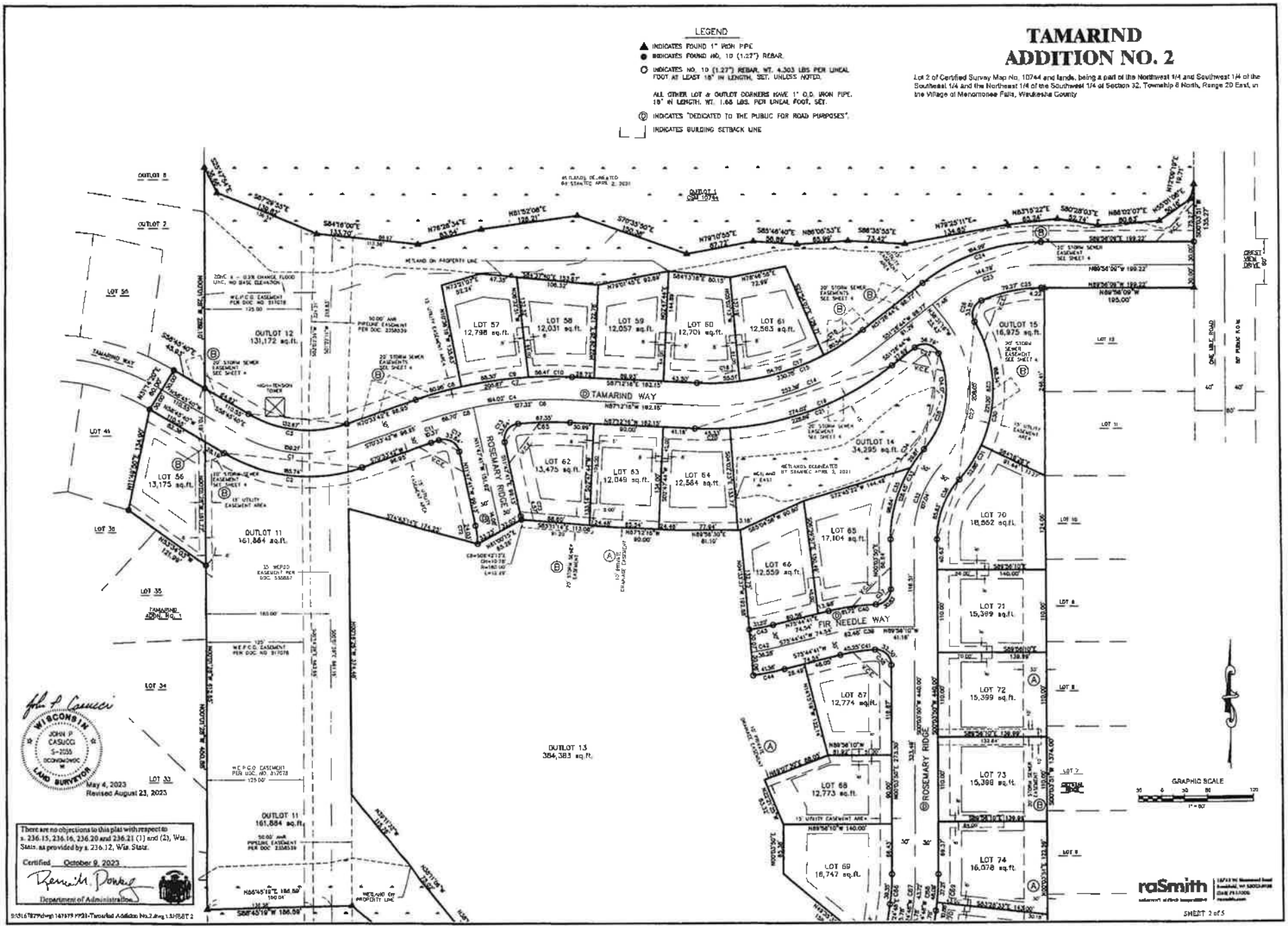
Lot 2 of Certified Survey Map No. 10744 and lands, being a part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County

LEGEND

- ▲ INDICATES FOUND 1" IRON PIPE
- ● INDICATES FOUND #6, 1D (1.27") REBAR.
- ○ INDICATES NO. 1D (1.27") REBAR, WT. 4.303 LBS PER LINEAL FOOT AT LEAST 18" IN LENGTH, SET, UNLESS NOTED.

ALL OTHER LOT & OUTLOT CORNERS HAVE 1" O.D. IRON PIPE, 18" IN LENGTH, WT. 1.68 LBS. PER LINEAL FOOT, SET.

- (D) INDICATES "DEDICATED TO THE PUBLIC FOR ROAD PURPOSES".
- INDICATES BUILDING SETBACK LINE



John P. Casucci
WISCONSIN
JOHN P CASUCCI
S-2555
OCONOMOWOC
LAND SURVEYOR

May 4, 2023
Revised August 23, 2023

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

Certified October 9, 2023

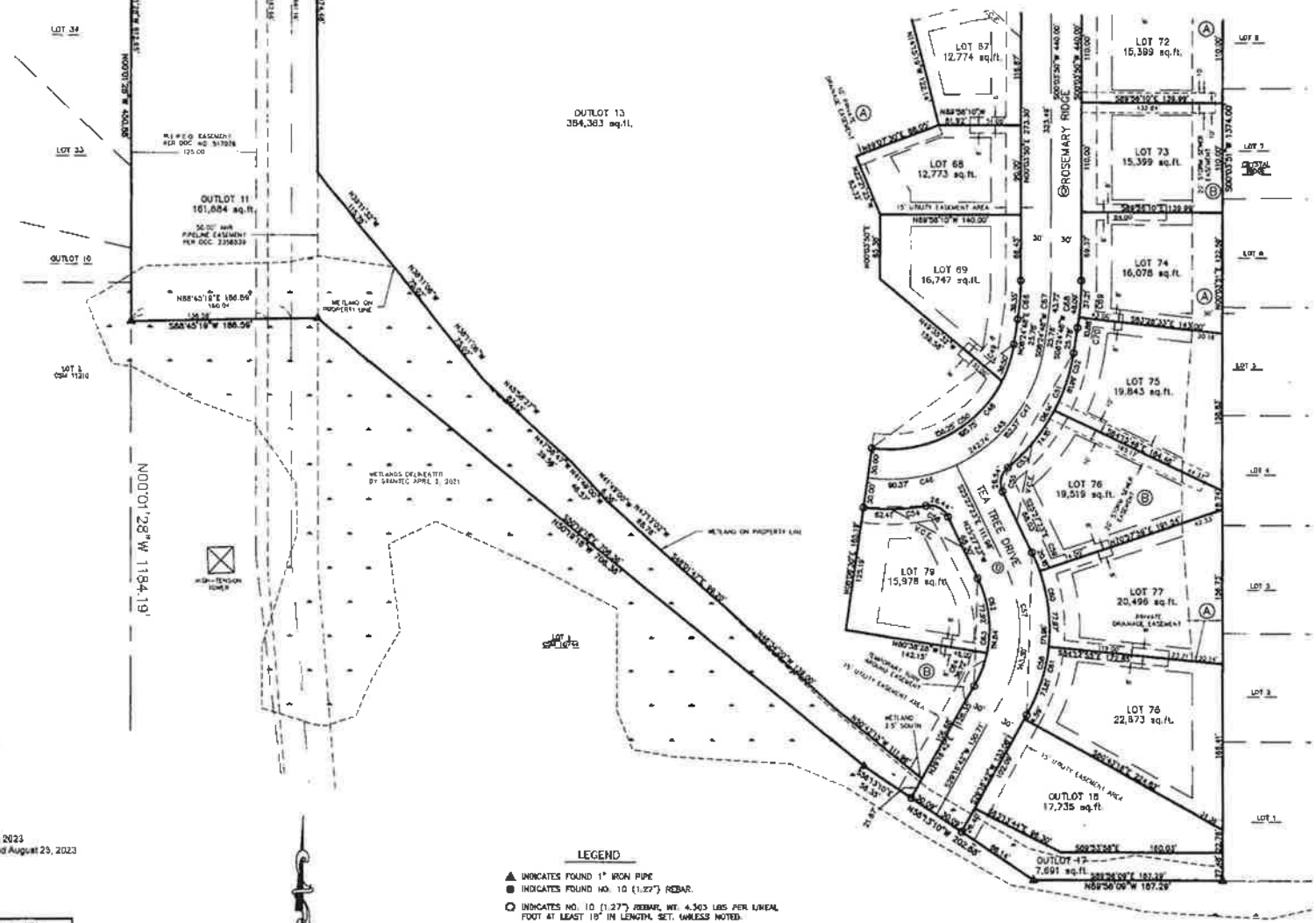
Department of Administration

raSmith

SHEET 2 of 5

TAMARIND ADDITION NO. 2

Lot 2 of Certified Survey Map No. 10744 and lands, being a part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County



LEGEND

- ▲ INDICATES FOUND 1" IRON PIPE
- ● INDICATES FOUND NO. 10 (1.27") REBAR.
- ○ INDICATES NO. 10 (1.27") REBAR, WT. 4.303 LBS PER LINEAL FOOT AT LEAST 18" IN LENGTH, SET, UNLESS NOTED.

ALL OTHER LOT & OUTLOT CORNERS HAVE 1" O.D. IRON PIPE, 18" IN LENGTH, WT. 1.68 LBS. PER LINEAL FOOT, SET.

- Ⓓ INDICATES "DEDICATED TO THE PUBLIC FOR ROAD PURPOSES".
- ⌴ INDICATES BUILDING SETBACK LINE

GRAPHIC SCALE
30 0 30 60 120
(IN FEET)

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC
LAND SURVEYOR

May 4, 2023
Revised August 23, 2023

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

Certified October 9, 2023

Department of Administration

raSmith

SHEET 3 of 5

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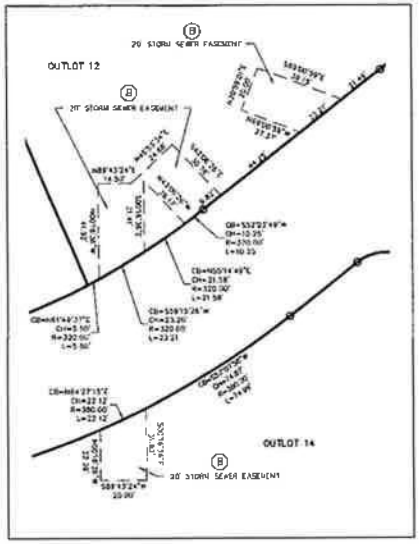
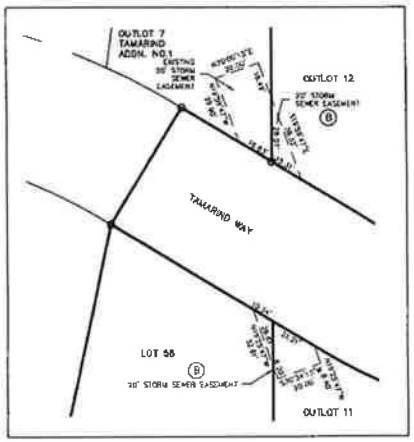
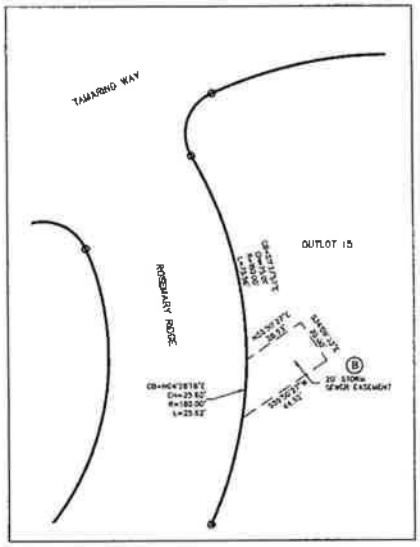
TAMARIND ADDITION NO. 2

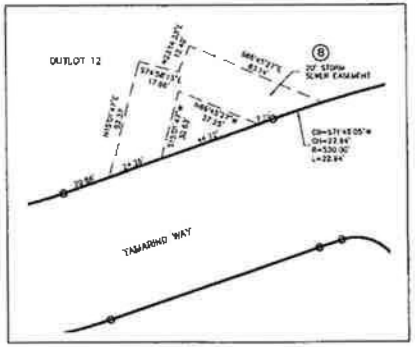
Lot 2 of Certified Survey Map No. 10744 and lands, being a part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County.

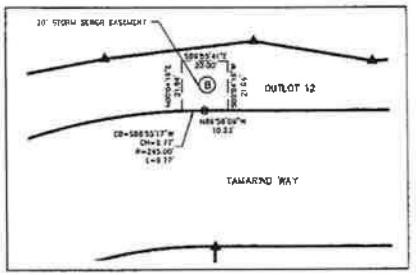
	Curve #	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out	Delta
C/L	C1	139.21	180.00	N84°05'59"W	134.07	S70°33'42"W	N58°49'40"W	50°40'38"
O.L. 11	C2	185.74	210.00	N84°05'59"W	179.75	S70°33'42"W	N58°49'40"W	50°40'38"
O.L. 12	C3	132.87	150.00	S84°05'59"E	128.39	S58°49'40"E	N70°33'42"E	50°40'38"
C/L	C4	194.02	500.00	S81°40'42"W	192.81	N87°12'18"W	S70°33'42"W	22°14'02"
C/L	C5	66.70	500.00	S74°23'00"W	66.65	S78°12'19"W	S70°33'42"W	07°38'37"
C/L	C6	127.32	500.00	S85°30'01"W	126.98	N87°12'18"W	S78°12'18"W	14°35'23"
N. R.O.W.	C7	205.87	530.00	N81°40'42"E	204.56	S87°12'18"E	N70°33'42"E	22°14'02"
O.L. 12	C8	80.96	530.00	N73°51'29"E	80.83	N70°33'42"E	N77°09'07"E	08°45'28"
LOT 57	C9	86.50	530.00	N81°53'29"E	86.16	N77°09'07"E	N86°41'36"E	09°32'43"
LOT 58	C10	56.41	530.00	N89°44'47"E	56.38	N86°41'36"E	S87°12'18"E	06°05'53"
O.L. 11	C11	10.37	470.00	S71°11'37"W	10.37	S71°48'33"W	S70°33'42"W	01°15'52"
O.L. 11	C12	33.84	20.00	N59°58'04"W	29.81	N11°43'41"W	S71°48'33"W	96°22'46"
LOT 62	C13	33.84	20.00	S36°23'42"W	29.81	S84°35'05"W	S11°47'41"E	96°22'46"
C/L	C14	252.39	350.00	S72°08'14"W	246.98	S51°28'44"W	N87°12'18"W	41°19'00"
N. R.O.W.	C15	230.75	320.00	N72°08'14"E	225.79	S87°12'18"E	N51°28'44"E	41°19'00"
LOT 60	C16	55.51	320.00	N87°49'33"E	55.44	S87°12'18"E	N82°31'22"E	09°56'21"
LOT 61	C17	114.30	320.00	N72°35'18"E	114.09	N82°31'22"E	N82°18'09"E	20°27'14"
O.L. 12	C18	80.34	320.00	N58°53'06"E	80.45	N82°18'09"E	N51°28'44"E	10°50'23"
S. R.O.W.	C19	274.02	380.00	S72°08'14"W	268.12	N87°12'18"W	S51°28'44"W	41°19'00"
LOT 84	C20	45.33	380.00	S88°22'40"W	45.31	S85°57'37"W	N87°12'18"W	06°50'07"
O.L. 14	C21	228.69	380.00	S68°43'10"W	225.25	S51°28'44"W	S85°57'37"W	34°28'53"
O.L. 14	C22	36.79	20.00	N75°48'04"W	31.82	N23°06'31"W	S51°28'44"W	105°24'25"
C/L	C23	144.78	215.00	S70°48'17"W	142.07	N89°56'06"W	S51°28'44"W	38°35'07"
O.L. 12	C24	184.99	245.00	N70°48'17"E	181.89	N51°28'44"E	S89°56'06"E	38°35'07"
O.L. 15	C25	79.27	185.00	S77°47'22"W	78.86	N89°56'06"W	S65°30'54"W	24°32'56"
O.L. 15	C26	33.15	20.00	S18°01'37"W	29.46	S65°30'54"W	S29°27'40"E	94°58'34"
C/L	C27	208.05	150.00	S01°12'31"W	191.77	S40°56'56"W	S36°31'18"E	79°28'14"
O.L. 14	C28	134.17	120.00	N58°55'04"E	127.29	N40°56'56"E	N23°06'31"W	64°03'48"
E. R.O.W.	C29	221.20	180.00	S05°44'39"E	207.54	S40°56'56"W	S29°27'40"E	70°24'38"
O.L. 15	C30	186.34	180.00	S02°40'07"E	182.27	S29°27'40"E	S24°07'23"W	59°20'05"
LOT 70	C31	52.86	180.00	S32°32'12"W	52.67	S24°07'23"W	S40°56'56"W	16°48'33"
C/L	C32	107.04	150.00	S29°30'24"W	104.78	S00°03'30"W	S40°56'56"W	40°53'08"
W. R.O.W.	C33	128.15	180.00	N29°30'24"E	125.74	N40°56'56"E	N00°03'30"E	40°53'08"
O.L. 14	C34	29.81	180.00	N36°12'18"E	29.78	N31°27'36"E	N40°56'56"E	09°29'20"
LOT 65	C35	68.64	180.00	N13°45'44"E	97.41	N00°03'30"E	N31°27'36"E	21°23'48"
LOT 70	C36	80.83	120.00	S29°30'24"W	83.83	S40°56'56"W	S00°03'30"W	40°53'08"
LOT 85	C37	30.83	20.00	N44°13'10"E	27.86	N88°22'30"E	N00°03'30"E	88°18'40"
LOT 87	C38	32.30	20.00	N48°12'11"W	28.90	N00°03'30"E	S87°31'48"W	92°32'03"
C/L	C39	62.48	250.00	N82°54'15"E	62.32	N73°44'41"E	S89°56'10"E	14°18'09"
LOT 83	C40	81.72	280.00	N82°03'35"E	81.40	N75°44'41"E	N88°22'30"E	12°27'49"
LOT 87	C41	45.25	230.00	S81°36'15"W	45.17	S87°31'48"W	S73°44'41"W	11°16'03"
C/L	C42	36.28	350.00	S78°42'52"W	36.28	S81°41'03"W	S73°44'41"W	05°56'22"
LOT 86	C43	31.20	320.00	N76°22'17"E	31.19	N81°19'33"E	N75°44'41"E	05°35'12"
O.L. 13	C44	41.36	360.00	S76°31'48"W	41.34	S78°44'41"W	S81°56'31"W	06°34'10"
C/L	C45	242.74	155.00	S53°18'26"W	218.68	N81°31'30"W	S08°24'48"W	89°43'42"
C/L	C46	90.37	155.00	S61°26'23"W	89.09	N81°31'30"W	S64°44'18"W	33°24'15"
C/L	C47	152.37	155.00	S36°34'32"W	148.31	S64°44'18"W	S08°24'48"W	56°18'27"
W. R.O.W.	C48	185.75	125.00	N53°18'26"E	170.36	S81°31'30"E	N08°24'48"E	89°43'42"
LOT 89	C49	38.80	125.00	N17°28'02"E	38.34	N26°21'16"E	N08°24'48"E	18°06'28"
O.L. 13	C50	156.25	125.00	N82°18'53"E	146.28	S81°31'30"E	N26°21'16"E	71°37'14"
E. R.O.W.	C51	136.14	185.00	S29°29'44"W	133.08	S50°34'40"W	S08°24'48"W	42°09'52"
LOT 75	C52	61.99	155.00	S18°00'47"W	61.70	S08°24'48"W	S27°36'48"W	19°31'58"
LOT 76	C53	74.15	185.00	S38°05'43"W	73.68	S27°36'48"W	S50°34'40"W	22°57'54"
LOT 79	C54	62.41	185.00	S68°28'37"W	62.12	S78°48'43"W	N81°31'30"W	19°19'47"
LOT 78	C55	26.54	20.00	S12°33'38"W	24.64	S50°34'40"W	S25°27'23"E	76°02'03"
LOT 79	C56	28.44	20.00	N83°19'20"W	24.55	N25°27'23"W	S78°48'43"W	72°43'54"
C/L	C57	143.30	150.00	S01°34'40"E	137.91	S29°18'42"W	S25°27'23"E	54°44'05"
E. R.O.W.	C58	171.96	180.00	S01°34'40"E	165.49	S29°18'42"W	S25°27'23"E	54°44'05"
LOT 78	C59	20.18	180.00	S22°14'42"E	20.17	S25°27'23"E	S19°03'01"E	06°25'22"
LOT 77	C60	77.97	190.00	S6°37'28"E	77.36	S19°02'01"E	S05°47'05"W	24°49'06"
LOT 78	C61	73.81	180.00	S17°31'54"W	73.29	S05°47'05"W	S29°18'42"W	23°29'36"
W. R.O.W.	C62	114.64	120.00	S1°54'40"E	110.33	S29°18'42"W	S25°27'23"E	54°44'05"
LOT 79	C63	77.92	120.00	N06°51'17"W	76.56	N11°44'48"E	N25°27'23"W	37°12'12"
O.L. 13	C64	36.72	120.00	N20°30'48"E	36.57	N29°18'42"E	N11°44'48"E	17°31'53"
LOT 82	C65	67.35	470.00	S88°41'24"W	67.30	N87°12'18"W	S84°35'05"W	8°12'38"
LOT 89	C66	39.35	270.00	N4°16'19"E	39.31	N08°24'48"E	N00°03'30"E	8°20'58"
C/L	C67	43.72	300.00	N4°16'19"E	43.68	N08°24'48"E	N00°03'30"E	8°20'58"
E. R.O.W.	C68	48.09	330.00	S4°16'19"W	48.05	S08°24'48"W	S00°03'30"W	8°20'58"
LOT 74	C69	37.21	330.00	S3°17'38"W	37.19	S00°03'30"W	S06°31'27"W	6°27'37"
LOT 75	C70	10.88	330.00	S7°26'07"W	10.88	S06°31'27"W	S08°24'48"W	1°53'22"
C/L	C71	14.06	150.00	S8°56'33"E	14.06	S11°47'41"E	S06°25'25"E	5°22'18"
O.L. 11	C72	24.03	120.00	S8°03'32"E	23.99	S11°47'41"E	S00°18'23"E	11°28'18"
LOT 62	C73	4.57	150.00	S11°04'04"E	4.57	S11°47'41"E	S10°20'26"E	1°27'15"













May 4, 2023
Revised August 23, 2023

GRAPHIC SCALE
1" = 10'

raSmith

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

Certified October 9, 2023

Department of Administration

S:\51678\Dwg\167879 FP21-Tamarind Addition No 2.dwg \ SHEET 4

SHEET 4 of 5

TAMARIND ADDITION NO. 2

Lot 2 of Certified Survey Map No. 10744 and lands, being a part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County.

SURVEYOR'S CERTIFICATE

State of Wisconsin)
SS
Waukesha County)

I, John P. Casucci, Professional Land Surveyor, certify, that I have surveyed, divided and mapped Tamarind Addition No. 2, being a division of Lot 2 of Certified Survey Map No. 10744 and lands, being a part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 32; thence North 00° 01' 28" West along the West line of said Southeast 1/4 Section a distance of 1184.19 feet to the point of beginning of lands to be described; thence North 00° 01' 28" West along said West line and the East Line of Tamarind Addition No. 1 a distance of 450.66 feet to a point; thence North 33° 34' 03" West along said East line 121.99 feet to a point; thence North 11° 49' 50" East along said East line 134.90 feet to a point; thence North 31° 14' 20" East along said East line 50.00 feet to a point; thence South 58° 45' 40" East along said East line 45.93 feet to a point; thence North 00° 01' 28" West along said East line 289.10 feet to a point in the South line of Outlot 1 of Certified Survey Map No. 10744, thence South 25° 47' 54" East along said South line 35.68 feet to a point, thence South 87° 29' 55" East along said South line 139.83 feet to a point; thence South 84° 18' 00" East along said South line 133.70 feet to a point; thence North 76° 28' 34" East along said South line 83.54 feet to a point; thence North 81° 52' 08" East along said South line 126.21 feet to a point; thence South 70° 35' 50" East along said South line 150.38 feet to a point; thence North 79° 10' 55" East along said South line 87.72 feet to a point, thence South 85° 48' 40" East along said South line 56.89 feet to a point; thence North 86° 05' 53" East along said South line 65.99 feet to a point; thence South 88° 35' 55" East along said South line 73.42 feet to a point; thence North 79° 25' 11" East along said South line 134.65 feet to a point; thence North 63° 15' 22" East along said South line 65.24 feet to a point; thence South 80° 28' 03" East along said South line 52.74 feet to a point; thence North 86° 02' 07" East along said South line 80.63 feet to a point; thence North 65° 01' 08" East along said South line 50.16 feet to a point; thence North 12° 05' 19" East along said South line 19.11 feet to a point on the West line of Cox Mile Road; thence South 00° 03' 51" West along said West line 135.27 feet to the Northeast corner of Lot 12 in Crystal Ridge Subdivision; thence North 89° 56' 09" West along the North line of said Lot 195.00 feet to the Northwest corner of said Lot; thence South 00° 03' 51" West along the West line of Lots 1 thru 12 in said Subdivision 1374.00 feet to a point in the North line of Lot 1 of Certified Survey Map No. 10744; thence North 89° 56' 09" West along said North line 187.29 feet to a point; thence North 56° 13' 10" West along said North line 202.68 feet to a point; thence North 80° 19' 18" West along said North line 706.36 feet to a point; thence South 88° 45' 19" West along said North line 186.59 feet to the point of beginning.

Said land contains 1,306,925 square feet or 30.0466 acres

That I have made such survey, land division and plat by the direction of HOME PATH FINANCIAL LIMITED PARTNERSHIP, owner of said land

That such plat 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, the subdivision regulations of Waukesha County and the subdivision regulations of the Village of Menomonee Falls in surveying, dividing and mapping the same.

Date: May 4, 2023
Revised August 23, 2023

John P. Casucci
Professional Land Surveyor
Registration No. S-2055

WISCONSIN JOHN P. CASUCCI S-2055 OCONOMOWOC LAND SURVEYOR

WETLAND PRESERVATION RESTRICTIONS

Those areas which are identified as "WETLANDS" on sheets 1, 2 & 3 of this plat are subject to the following restrictions.

Grading, filling, removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the Village of Menomonee Falls and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited, with the exception of the removal of dead, diseased, invasive or dying vegetation at the discretion of the landowner and with approval of the Village of Menomonee Falls. Silvicultural thinning upon the recommendation of a forester or naturalist and with approval of the Village of Menomonee Falls, shall also be permitted.

Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.

The introduction of plant material not indigenous to the existing environment of the Wetland is prohibited.

Ponds may be permitted subject to the approval of the Village of Menomonee Falls and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

Construction of buildings is prohibited.

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

Certified October 9, 2023

Department of Administration

CORPORATE OWNER'S CERTIFICATE

HOME PATH FINANCIAL LIMITED PARTNERSHIP, a limited partnership 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, dedicated and mapped as represented on this Plat.

HOME PATH FINANCIAL LIMITED PARTNERSHIP does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

Village of Menomonee Falls
Waukesha County Parks and Land Use Department
Wisconsin Department of Administration

IN Wilness Whereof, HOME PATH FINANCIAL LIMITED PARTNERSHIP, has caused these presents to be signed by JEFFREY M. KLEINER, it's Sole Member, on this 18th day of October 2023

HOME PATH FINANCIAL LIMITED PARTNERSHIP
a Wisconsin limited partnership

BY: IMS INVESTMENTS, LLC
A WISCONSIN LIMITED LIABILITY COMPANY
GENERAL PARTNERSHIP OF HOME PATH FINANCIAL
LIMITED PARTNERSHIP

BY: _____
JEFFREY M. KLEINER, SOLE MEMBER

State of Wisconsin)
:SS
Waukesha County)

Personally came before me this 18th day of October 2023, JEFFREY M. KLEINER, of HOME PATH FINANCIAL LIMITED PARTNERSHIP, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officers as the deed of HOME PATH FINANCIAL LIMITED PARTNERSHIP, by their authority.

STEPHANIE BAKER NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin
My commission expires Sept 11, 2027

UTILITY EASEMENT PROVISIONS

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

Home Path Financial LP, 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 those 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.

VILLAGE TREASURER CERTIFICATE

State of Wisconsin)
SS
Waukesha County)

I, Valerie Ehrlich being the duly elected qualified and acting treasurer of the Village of Menomonee Falls, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as

November 7th, 2023 on any of the land included in the Plat of Tamarind Addition No 2

Date: 11/07/2023

Valerie Ehrlich
Valerie Ehrlich, Village Treasurer (Interim)

VILLAGE BOARD APPROVAL

State of Wisconsin)
SS
Waukesha County)

Resolved that the Plat of Tamarind Addition No 2, in the Village of Menomonee Falls, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication hereto accepted by the Village Board of Trustees of the Village of Menomonee Falls, on this 21 Day of August, 2023.

VILLAGE OF MENOMONEE FALLS OFFICIAL SEAL WAUKESHA CO., WI

Jeremy Weitz, Village President

Amy Dishinger, Village Clerk

MENOMONEE FALLS PLAN COMMISSION

Preliminary Approval date: February 2, 2016

Matthew A. Curran, Plan Commission Secretary

Final Approval date: August 8, 2023

Matthew A. Curran, Plan Commission Secretary

WAUKESHA COUNTY TREASURER'S CERTIFICATE

State of Wisconsin)
SS
Waukesha County)

I, Pamela Reeves, being the 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 or unpaid special assessments as of November 6, 2023, affecting the lands included in the Plat of Tamarind Addition No.2.

Date November 6, 2023

Pamela Reeves, County Treasurer

raSmith

Exhibit E-1

Legal Description of Original Plat

Lots 1 through 27 and Outlots 1 through 4 of Tamarind recorded by its plat on December 28, 2017, as Document Number 4317649, being a redivision of part of Lot 2 of Certified Survey Map No. 11268, and being a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and lands being part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, all being a part of Section 32, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

Tax Parcel Nos.:

Lot 1	MNFV0127001
Lot 2	MNFV0127002
Lot 3	MNFV0127003
Lot 4	MNFV0127004
Lot 5	MNFV0127005
Lot 6	MNFV0127006
Lot 7	MNFV0127007
Lot 8	MNFV0127008
Lot 9	MNFV0127009
Lot 10	MNFV0127010
Lot 11	MNFV0127011
Lot 12	MNFV0127012
Lot 13	MNFV0127013
Lot 14	MNFV0127014
Lot 15	MNFV0127015
Lot 16	MNFV0127016
Lot 17	MNFV0127017
Lot 18	MNFV0127018
Lot 19	MNFV0127019
Lot 20	MNFV0127020
Lot 21	MNFV0127021
Lot 22	MNFV0127022
Lot 23	MNFV0127023
Lot 24	MNFV0127024
Lot 25	MNFV0127025
Lot 26	MNFV0127026
Lot 27	MNFV0127027
Outlot 1	MNFV0127028
Outlot 2	MNFV0127029
Outlot 3	MNFV0127030
Outlot 4	MNFV0127031

Exhibit E-2

Legal Description of Addition No. 1:

Lots 28 through 55 and Outlots 5 through 10 of Tamarind Addition No. 1 recorded by its plat on December 30, 2019, as Document Number 4444865, and being part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

Tax Parcel Nos.:

Lot 28	MNFV0127032
Lot 29	MNFV0127033
Lot 30	MNFV0127034
Lot 31	MNFV0127035
Lot 32	MNFV0127036
Lot 33	MNFV0127037
Lot 34	MNFV0127038
Lot 35	MNFV0127039
Lot 36	MNFV0127040
Lot 37	MNFV0127041
Lot 38	MNFV0127042
Lot 39	MNFV0127043
Lot 40	MNFV0127044
Lot 41	MNFV0127045
Lot 42	MNFV0127046
Lot 43	MNFV0127047
Lot 44	MNFV0127048
Lot 45	MNFV0127049
Lot 46	MNFV0127050
Lot 47	MNFV0127051
Lot 48	MNFV0127052
Lot 49	MNFV0127053
Lot 50	MNFV0127054
Lot 51	MNFV0127055
Lot 52	MNFV0127056
Lot 53	MNFV0127057
Lot 54	MNFV0127058
Lot 55	MNFV0127059
Outlot 5	MNFV0127060
Outlot 6	MNFV0127061
Outlot 7	MNFV0127062
Outlot 8	MNFV0127063
Outlot 9	MNFV0127064
Outlot 10	MNFV0127065

Exhibit E-3

Legal Description of Addition No. 2

Lots 56 through 79 and Outlots 11 through 17 of Tamarind Addition No. 2 recorded by its plat on December 7th, 2023, as Document Number 4747963, and being Lot 2 of Certified Survey Map No. 10744 and lands, being a part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

PIN: Part of MNFV0128998005