DOCUMENT NO.:	**DECLARATION OF RESTRICTIONS AND COVENANTS**	Document #4175457 11-4-15

Drafted by and return to:
John Siepmann
Siepmann Realty Corp.
W240 N1221 Pewaukee Rd
Waukesha WI 53188

HAV 0429992
Parcel Identification Number(s) (PIN)

DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

WINDRUSH SUBDIVISION

WINDRUSH SUBDIVISION

DECLARATION OF RESTRICTIONS AND COVENANTS

TABLE OF CONTENTS

	Page
Section I. General Purpose	4
Section II. Building Restrictions	4
2.1. Minimum size	4
2.2. Garage	4
2.3. Exterior materials	5
2.4. Roofs	5
2.5. Setbacks	5
2.6. Approval of plans	5
2.7. Building restriction modification & application to Lot 1	6
Section III. Construction	
3.1. Completion	6
3.2. Post lamps	6
3.3. Grading and drainage	7
3.4. Utility equipment boxes	7
3.5. Erosion control	7
3.6. Restoration of disturbed areas	8
3.7. Liability for pavement damage & curb replacement	8
3.8. Driveway Curb Cut	8
Section IV. Improvements/Owner Maintenance	
4.1. Permitted improvements	8
4.2. Outside parking/storage prohibited	9
4.3. Mailboxes	9
4.4. Satellite dishes/antennas	9
4.5. Periodic maintenance	9
4.6. Street Trees	10
4.7. Irrigation	10
Section V. Common Area	
5.1. Definition	10
5.2. Use of common area	11
5.3. Maintenance requirements	11
5.4. Ownership of common area	11
5.5. Hold harmless	11
5.6. Waukesha County Land Conservancy Easement	11
5.7. Stormwater management	12
5.8. Entrance Monuments and Signage	12
Section VI. Owners Association	
6.1. Created	13
6.2. Membership and voting	13

©2015 Siepmann Realty Corporation

6.3. Duties 14
6.4. Powers 14
6.5. Assessments 15
6.6. Additional improvements to common areas 16
6.7. List of officers, directors and committee members 16
6.8. Hold harmless 16
6.9. No waiver of violations 16
6.10. Failure to perform 16
6.11. Dissolution 17

Section VII. Violation 17

Section VIII. Agent 17

Section IX. Miscellaneous

9.1. Amendment of declaration 18
9.2. Variances 18
9.3. Reservation of right to grant easements 18
9.4. Assignment to association 18
9.5. Parade of Homes 18
9.6. Future stages of development of Windrush 19
9.7. Severability 19
9.8. Duration of restrictions 19

DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

WINDRUSH SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS; that SUNRISE DEVELOPMENT, LLC is a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein referred to as the "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of WINDRUSH, being a subdivision of part of the NE ¼ and SE ¼ of the NE ¼ and NE ¼ of the SE ¼ of Section 36, Town 8 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin, (herein referred to as "WINDRUSH"). Developer intends to establish a general plan for the use, occupancy and enjoyment of WINDRUSH, and in furtherance of the general purpose set forth in Section I, below, does hereby declare for the mutual benefit of present and future owners of lands in WINDRUSH and any future stages of development added pursuant to Section 9.6, below (herein referred to individually as "Owner" and collectively as "Owners"), that WINDRUSH shall be subject to the following restrictions and covenants.

I. GENERAL PURPOSE

1.1. The general purpose of this Declaration of Restrictions and Covenants for WINDRUSH Subdivision (herein referred to as the "Declaration") is (1) to promote the harmonious development of WINDRUSH into a residential community of high quality while protecting the natural beauty and quality of the environment; (2) to help insure that WINDRUSH will become and remain an attractive community; (3) to preserve the open space within WINDRUSH; (4) to guard against the erection of poorly designed or proportioned structures; (5) to require harmonious use of materials; (6) to promote the highest and best residential development of WINDRUSH; (7) to require the erection of attractive homes in appropriate locations on building sites; (8) to require proper setbacks from streets and adequate free spaces between structures; and (9) in general, by such actions to maintain and enhance the value of investments made by purchasers of properties in WINDRUSH.

II. BUILDING RESTRICTIONS

2.1. All lots in WINDRUSH are restricted to the erection of a single one story, story and one-half, or two-story single family residence building with a minimum square footage of living space (excluding basement level areas) of two thousand three hundred (2,300) square feet.

2.2. Each single-family residence in WINDRUSH must have a garage that accommodates at least 2 cars, that is attached to the residence directly or by breezeway or is located in the basement of the residence, and that is constructed at the same time as the residence (such single family residence and garages together shall be referred to herein as the "Building"). The maximum size of the garage portion of the Building shall conform to Village of Hartland (hereinafter referred to as the "Village") ordinances. Garage entrances must be on the front, side or rear of the Building. (Canted or Courtyard-style garage entrances conform with this requirement).

©2015 Siepmann Realty Corporation

2.3. The exterior walls and fascia of the Building and any Permitted Improvements (as defined in Section 4.1, below) must be constructed of brick, stone, stucco, solid wood siding, Hardiplank siding, or its equivalent. Developer may, in its sole discretion, approve the use of artificial stone products. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted on the exterior of the Building or any Permitted Improvements, except on soffits. Soffits (but not fascia) may be made of aluminum, vinyl or the siding materials permitted above for exterior walls. Fascia may only be made of the siding materials permitted above for exterior walls or Azek, Miratec or their equivalents (not aluminum or vinyl). Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the exterior walls above such exposed wall.

2.4. All two story and story and one-half Building roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for a porch roof, a shed-style roof or rear dormers on story and one-half Buildings. All one-story Building roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). All roofs shall be covered with either wood shakes, dimensional shingles in a "Weatherwood" color (or approved similar color) or standing-seam metal roof accents (color to be approved by Developer).

2.5. The minimum setback from any abutting street right-of-way is 40 feet. The minimum side yard offset is 20 feet. The minimum rear yard is 35 feet.

2.6. Each Owner must obtain Approval of the plans and specifications outlined in Section 2.6.2, below (referred to hereinafter as "Design/Layout Plan"), prior to application for a building permit. For purposes of this Declaration, the term "Approval" shall mean the prior written approval of Developer. The Developer may assign its Approval right to the Association (as defined in Section 6.1, below) by a written instrument recorded with the Register of Deeds for Waukesha County, Wisconsin.

2.6.1. Before submitting Final Design/Layout Plans each Owner must submit at least one preliminary plan for review by Developer.

2.6.2. Each Owner must submit to Developer in connection with its application for Approval of the Design/Layout Plan three complete sets of the following final plans (3-full-size sets and 1-11" x 17" reduction) which shall incorporate the plan changes, if any, required by Developer as noted in its review of the preliminary plans:

(a) Exterior elevations drawn to scale (1/4" = 1' minimum)

(b) Floor plans drawn to scale (1/4' = 1' minimum)

(c) Identification of all exterior building materials;

(e) Stake-out survey showing the proposed location of the Building, existing and proposed yard grades and location of silt fences.

(f) Grading Plan showing the proposed location of the Building, existing and proposed yard grades and drainageways per the Master Grading Plan.

(g) The square footage of living area by floor.

(h) Other things that may be required from time to time as set forth in the Requirements and Guidelines.

2.6.3. Approval of the Design/Layout Plan shall be based upon the building and use restrictions contained herein and the **Requirements and Guidelines for Building Construction and Improvements for WINDRUSH Subdivision** (herein referred to as the **"Requirements and Guidelines")**, as may be adopted from time to time by Developer. Developer may assign its right to adopt **Requirements and Guidelines** to the Association by a written instrument recorded with the Register of Deeds of Waukesha County, Wisconsin. **Owner shall obtain and review the Requirements and Guidelines from Developer prior to applying for Design/Layout Plan Approval.**

2.6.4. Design/Layout Plan Approval may be withheld if the design is too similar in appearance to other Buildings in close proximity.

2.6.5. If in the opinion of Developer the submitted plans do not comply with the WINDRUSH Requirements and Guidelines and the Declaration Developer may, at its option, but only with Owner's consent, refer the plans to a professional home designer for redesign so that the plans will comply with the WINDRUSH Requirements and Guidelines and Declaration. The Owner will be responsible for the payment of any fees charged by such professional.

2.7. Developer, and no other, shall have the right and authority to modify the Building Restrictions set forth in this Section II with respect to lot 1 because of the improvements existing on said lot as of the date of this Declaration. No changes to the existing buildings located on lot 1 shall be required by reason of the execution and recording of this Declaration, nor shall any requirement hereof which is inconsistent with the current condition of existing buildings on said lot 1 apply to lot 1. However, any and all changes to, modifications of or remodeling of the exterior of the existing buildings shall be subject to the review and Approval of Developer. In the event that the existing buildings are razed or destroyed, any new Buildings or improvements constructed on lot 1 shall be in compliance with this Declaration.

III. CONSTRUCTION

3.1. The Building must be constructed in accordance with the Design/Layout Plan which has received Approval and must be completed within twelve (12) months of the date the building permit is issued by the Village. A sodded or seeded lawn and a driveway paved with concrete, asphalt or brick must be installed within six (6) months of the date that the occupancy permit is issued by the Village.

3.2. At the time of construction of the Building, the Owner shall install at a location designated by Developer, one Approved outdoor electric post lamp with an unswitched photoelectric control. The design of the

post lamp shall be uniform throughout WINDRUSH. The Owner shall maintain the operation and appearance of the post lamp. If the post lamp is not so maintained, and the condition has not been rectified by the Owner within 15 days after receipt of a notice from the Association specifying the violations of this Paragraph 3.2, the Owner shall be subject to a penalty at a per diem rate established in the Rules and Regulations (as defined in Section 6.3.4, below) from the date of notice until the date the condition has been rectified, in addition to all other rights and remedies available to Developer and the Association. The penalty shall be assessed against the Owner and, if not paid, will be enforced as provided below.

3.3. Each Owner must adhere to the grading plan or any amendment thereto approved by the Village Engineer and on file with the Village ("Master Grading Plan"), and grade such Owner's lot in accordance with the Master Grading Plan. Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance and correction of any drainage condition (whether or not Owner complied with the Master Grading Plan), and the Owner is responsible for cost of the same. Each Owner, at the time of construction of the Building, shall also be responsible for grading its lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage onto neighboring property. This shall be accomplished by creating swales along common lot lines wherever practical. Drainage ways shall be kept free of any obstructions. No plantings other than grass shall be permitted within 3 feet of side or rear lot lines without Approval. Each Owner must consult with the adjacent lot Owner to agree upon compatible grading of their common lot lines. Due to the varying terrain and drainage conditions on each lot following construction, neither Developer nor the Village shall be responsible for establishing lot line grades. The services of a professional engineer may be required to design a proper grading plan for any lot, the cost of which shall be paid by the lot Owner(s). Final grading of the lot shall be completed within two months after the date that an occupancy permit has been issued for the Building (subject to delays caused by adverse weather conditions).

3.4. Electric transformers, cable TV and telephone equipment boxes have been placed by Developer to serve each lot. Any subsequent relocation, either horizontally or vertically, or modification of these equipment boxes shall require written authorization from the appropriate utility company or service provider and Approval. The lot Owner shall pay all costs of such relocation or modification.

3.5. Each Owner shall be responsible for installing and maintaining erosion control measures from the commencement of grading until such time as a lawn or other plantings sufficient to prevent erosion has been established on the Owner's lot. These measures include, but are not limited to: installation of silt fence, hay/straw bales, and ditch checks; street cleaning following precipitation events or tracking of mud on streets by any vehicle leaving the lot; and sodding or seeding and mulching lawn areas. Steep slopes may require installation of straw mat, jute mat or other materials designed to stabilize steep and highly erodable areas. Any areas where erosion control measures have been compromised by weather, construction or any other event, shall be repaired within 7 days of damage. After every rainfall exceeding ½ inch and at least once per week, erosion control measures must be inspected by the Owner or the Owner's contractor, and any necessary maintenance or repairs made. Failure to comply with these requirements may result in sanctions against the Owner by the Village, the Wisconsin

Department of Commerce, and/or the Wisconsin Department of Natural Resources. All erosion control measures shall be installed and maintained according to the then current standards and specifications set forth in Wisconsin Department of Natural Resources Conservation Practice Standard and local ordinances.

3.6. All construction-related activity shall be confined to the Owner's lot unless the adjoining Owners have given permission to use their respective lots or outlots. In the event that landscaping on adjacent lots or outlots is disturbed during construction or grading, all disturbed areas shall be immediately restored with vegetation of like kind. In the event that eroded material is deposited onto a street or neighboring property, the Owner of the lot from which the material came shall be responsible for removing the material and restoring the street or neighboring property to its original condition.

3.7. Each Owner shall be responsible to Developer and the Village for the costs of repairing and replacing any street pavement, curb and gutter or sidewalks (including restoration of topsoil and lawn abutting the curb, gutter and sidewalks) which have been damaged during the course of constructing the Building and/or Permitted Improvements on the Owner's lot. In the event that the Village requires Developer to make such repairs or replacements at Developer's expense, the Owner shall be required to reimburse Developer for the cost of the repairs and replacements to the extent that such costs exceed the amount of the curb and gutter damage bond of Owner, if any, held by Developer or the Village. Reimbursements not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, shall constitute a continuing lien on such Owner's lot until paid in full, and shall also be the personal obligation of any current or subsequent Owner of the lot. Developer may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of the lien for any such unpaid reimbursements and, upon payment or satisfaction of the amount due, Developer shall record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay or reimburse Developer for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed by the Developer in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer from pursuing all other legal remedies.

3.8. Each Owner shall be responsible for replacing the vertical face curb for their driveway with mountable curb at time of building construction. A permit for this curb replacement must be obtained by Owner from the Village of Hartland.

IV. IMPROVEMENTS/OWNER MAINTENANCE

4.1. No buildings, outbuildings or other structures will be permitted on the Property except the Building, and except the following exclusive list of permitted improvements ("Permitted Improvements"), which are subject to the **Requirements and Guidelines** and require Approval:

4.1.1. Fences of a decorative style. Chain link fences, privacy fences or fences which enclose an entire yard will not be allowed.

4.1.2. Deck structures constructed of wood or metal. Developer may, in its sole discretion, approve the use of artificial wood products on decks.

4.1.3. Gazebos.

4.1.4. Pool houses, not to exceed 200 square feet in area.

4.1.5. In-ground swimming pools. All swimming pool related pump, heater, filter and other equipment must be concealed in an enclosure located next to the Building to minimize the noise and visibility to neighboring properties. A different location for such pool equipment (with proper screening) may be allowed in special circumstances with Approval. Above-ground swimming pools are not permitted, except for seasonal pools. "Seasonal Pool" means a swimming/wading pool which is stored indoors during the months of October through May, does not exceed 5 feet in diameter or 20 square feet in water surface area and is not more than 18 inches high.

4.1.6. Retaining walls and decorative walls. Retaining walls and decorative walls must be constructed of natural stone or certain artificial modular stone products having a so-called "tumbled stone" effect and variations in the dimensions of the tumbled manufactured stone.

4.1.7. Berms.

4.1.8. The enclosed portion of any children's outdoor playground equipment and play structures. Playground equipment and play structures without enclosures do not require Approval.

4.1.9. Dog kennels. Dog kennels shall be located immediately behind the Building, shall be no larger than 200 square feet in area with any fences screened from view by adequate landscaping. Doghouses may only be made of the siding materials permitted for Buildings in paragraph 2.3, above.

4.2. There shall be no outside parking or storage of boats, trailers, buses, commercial trucks, recreational vehicles, motor homes or other vehicles or items deemed to be unsightly by either Developer or the Association.

4.3. The design and location of each mailbox/newspaper box shall be uniform throughout WINDRUSH and installed in the location designated by the postmaster.

4.4. Satellite dish antennas may not exceed 24 inches in diameter. No antenna or satellite dish shall be mounted or installed on any roof. Any antenna or satellite dish should, if possible without interfering with reception, be placed and screened so as to minimize its visibility from roadways and neighboring lots.

4.5. Each Owner shall perform such periodic maintenance of the Owner's lot, including the adjoining public right-of-way area up to the edge of the road pavement, as may be necessary to keep the lot neat and clean in appearance, including, without limitation, the mowing of grass and removal of weeds and debris. This requirement applies to vacant lots as well as to lots where Buildings have been constructed.

4.6. Each Owner shall be responsible for the costs associated with the procurement and installation, by the Village, of street trees per the Windrush Landscaping Plan. These costs shall be paid by Owner at the time of Building Permit Application

4.7. Outside Irrigation. The Village requires that the use of water for purposes of outside irrigation is limited to the hours of 2:00am through 6:00am only, or as otherwise directed by the Village from time to time.

V. COMMON AREA

5.1. The term "Common Area" shall include the following areas, plus any additional areas that may be added in accordance with Section 9.6, below.

5.1.1. Outlots 1, 2, 3 and 4 of WINDRUSH (herein, "Outlots").

5.1.2. All landscaped courts and boulevards contained within the dedicated streets in WINDRUSH. Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the Village and other appropriate public authorities. Consent to any such improvement shall not be considered or construed as an assumption of liability or responsibility for maintenance, or a release of the Association and/or the Owners of the duty to maintain such improvements.

5.1.3. The grass area up to the edge of the road, curb or pavement and any fencing and landscaping contained within the public rights-of-way of Lisbon Road and the internal streets of WINDRUSH where the streets abut Outlots 1, 2, 3 and 4.

5.2. No improvements shall be allowed on the Common Area except the following: landscaping; signs installed by the Association, Village or other public entity; entrance monuments; recreation trails; a swimming pool and associated building, sports court and children's play structures for common use; storm-water management facilities; and sewer, water, gas, electric, telephone and other utility lines and facilities. Each Owner (With the exception of Lots 16, 17, 18, 29 & 30) may treat or remove noxious vegetation within the first 10 feet of Common Area abutting their lot. Except in connection with the foregoing, the following shall be prohibited in or on the Common Area:

5.2.1. The temporary or permanent construction or placing of storage areas, signs, billboards or other structures or materials. Notwithstanding the foregoing, Developer and its duly authorized agents may erect and maintain a marketing sign or signs within the Common Area until such time as Developer is no longer an Owner of any lots in WINDRUSH.

5.2.2. Commercial or industrial activity, including passage across or upon the Common Area.

5.2.3. Filling, grading, excavating, mining or drilling, removal of top soil, sand, gravel, rock, minerals or other materials, or any building of roads.

5.2.4. Removal, destruction or cutting of grass, trees or plants, unless conducted for proper maintenance and management by the Association.

5.2.5. Dumping of trash, garbage or other unsightly or hazardous material.

5.2.6. Hunting or trapping.

5.2.7. Operating of any type of motorized vehicle, except as may be necessary in conjunction with landscape maintenance by the Association.

5.3. The Common Areas shall be maintained in accordance with the Open Space Management Plan dated August 31, 2015. The Association shall establish a "Conservation Committee" to supervise the maintenance of the Common Area.

5.4. Each lot shall have an appurtenant undivided fractional interest in the Outlots (including Outlots added in future stages), the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration excluding Lot 1 unless the Lot 1 Owner has elected membership in the Association in accordance with Section 6.2.4., above (including lots added by future stages). All deeds and any other conveyances of any lot in WINDRUSH shall be deemed to include such undivided interest in the Outlots, whether or not so specifically stated in any such deed or other conveyance.

5.5. By virtue of becoming an Owner of a lot in WINDRUSH, each Owner agrees for itself and on behalf of its respective successors, assigns, heirs and personal representatives to waive, to the fullest extent permitted by law, any and all claims for liability against Developer and the Association and their respective agents, contractors, employees, officers and directors, and to indemnify, defend and hold Developer and the Association and their respective agents, contractors, employees, officers and directors harmless from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney fees) resulting from injury or damage to person or property sustained in or about or resulting from the use or existence of the Common Area including but not limited to the stormwater retention basins, swimming pool, sports court, playgrounds and recreation trails by such Owner or such Owner's family, guests or invitees.

5.6 Developer has granted an easement, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on portions of Outlot 2 to the Waukesha County Land Conservancy, Inc. which, among other things, gives the grantee the right to maintain and/or supervise the maintenance of portions of Outlot 2, and requires that the Association shall reimburse the land conservancy for its costs and expenses incurred in maintaining and supervising the maintenance of the easement area per the easement agreement

5.7. STORMWATER MANAGEMENT

5.7.1. The Association shall maintain the stormwater management measures installed on the Common Area in accordance with the Stormwater Management Practices Maintenance Agreement by and between Developer and Village and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. (the "Maintenance Agreement "). The Association shall establish a "Stormwater Management Committee" to supervise the maintenance of the stormwater management measures.

5.7.2. The Association, on an annual basis, shall provide maintenance of each stormwater management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management measures, aeration equipment and sediment removal.

5.7.3. The Village is authorized to access the Common Area to conduct inspections of stormwater practices as necessary to ascertain that the practices are being maintained and operated in accordance with the Maintenance Agreement.

5.7.4. Upon notification of the Association by the Village of maintenance problems that require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the Village. The Association annually shall designate a person who will be responsible for the inspection and maintenance of the stormwater management measures and shall provide the Village's Director of Public Works with that person's contact information, as well as the contact information of each member of the Association's board of directors.

5.7.5. The Village is authorized to perform corrective actions identified as necessary by the inspection if the Association does not make the required corrections in the timeframe specified by the Village. The costs and expenses shall be levied against the lots as Special Charges for current services, pursuant to 66.0627, Wisconsin Statues, or as Special Assessments pursuant to 66.0701, et. seq. Wisconsin Statutes. The Village shall collect Special Charges and Special Assessments, including delinquent amounts, as provided in the statutes.

5.7.6. The storm water retention basins that have been constructed in WINDRUSH are required by the Village to assist in the removal of sediment from and detention of storm water. The storm water retention basins shall not be used for swimming or as recreational facilities. Anyone entering or using the storm water retention basins for such prohibited uses does so at their own risk.

5.8. The Association shall be solely responsible for the maintenance, repair and replacement of the Windrush entrance monuments and signage that has been erected by Developer in the Common Area. The Association shall hold harmless the Village, its officials, employees, contractors and agents from and against any

and all claims for damage to the entrance monuments and signs that may result from or be caused by Village maintenance activities including, but not limited to, snow clearing and sanitary sewer or water system maintenance and repair.

VI. OWNERS ASSOCIATION

6.1. Developer has created, or will create, a non-stock, nonprofit Wisconsin corporation known as the "WINDRUSH Homeowners Association, Inc." (herein, the "Association") for the purpose of managing, maintaining and controlling the Common Area and performing such actions as are authorized by this Declaration. The Association shall operate in accordance with its Articles of Incorporation and Bylaws.

6.2. Membership and Voting.

6.2.1. Each Owner shall automatically be a member of the Association and shall be entitled to one membership unit and one vote for each lot owned. Ownership of a lot shall be the sole qualification for membership.

6.2.2. Association membership and voting rights shall be appurtenant to each lot and shall not be assigned, conveyed or transferred in any way except to the transferee upon transfer of the ownership interest of the lot. Any attempt to make a prohibited transfer or retention of membership rights shall be null and void.

6.2.3. Membership and voting rights shall not be divided between or among multiple Owners of a single lot. The membership in the Association appurtenant to a lot shall be owned jointly and severally by all Owners of any interest in each lot, regardless of the form of tenancy, estate, or interest. The Owners of a lot shall decide between or among themselves how they will exercise their collective right and shall designate one of the Owners to act on their behalf. In the event the Owners of a lot are unable to agree on the exercise of their collective vote by the time a vote is taken, the Owners will be precluded from casting a vote.

6.2.4 The Owner of Lot 1 shall have the right to elect to become a member of the Windrush Homeowners Association, subject to the following:

a.) The only purpose of electing to become a member of the Association is to give the Owner of Lot 1 the same rights of access to and the use of the Common Areas as Owners of lots 2 through 57. Such election shall not entitle the Owner of Lot 1 to any ownership interest in the Common Areas.

b.) If the Owner of Lot 1 elects to become a member of the Association then the Owner of Lot 1 shall be subject to the charges and assessments described in 6.5. of this Declaration, and shall have one vote, and Lot 1 shall be included in determining each Owner's prorata share of the costs incurred or anticipated by the Association.

c.) The election to become a member of the Association shall be made in writing to the Association and the Developer. The election may be made at anytime, but once made shall be irrevocable and shall be binding upon the Owner of Lot 1, his successors and assigns. Upon electing to become a member of the Association the Owner of Lot 1 shall pay one full share of the current year's annual dues.

6.3. The Association shall have the following duties:

6.3.1. To provide for the maintenance of the Common Area and all improvements located in the Common Area, including the storm water management and drainage facilities. Common Area maintenance shall be performed in accordance with the Open Space Management Plan described in paragraph 5.3, above. The Association shall be required to retain at all times the services of a professional property manager or managers in order to ensure that the Common Area and the improvements located therein are being properly maintained, and that all aspects of the Association's duties and responsibilities are carried out in a professional manner.

6.3.2. To provide for the maintenance, repair and replacement of street signs in WINDRUSH

6.3.3. To enforce the provisions of this Declaration.

6.3.4. To establish rules and regulations (the "**Rules and Regulations**") governing (i) the use and enjoyment of the Common Area, and (ii) the enforcement of the provisions of this Declaration. **Owners should obtain a copy of the Rules and Regulations from the Association.**

6.3.5. To discharge the rights of Developer assigned to the Association as provided in this Declaration.

6.4. In addition to those powers bestowed upon the Association in its Articles of Incorporation and Bylaws and by Chapter 181of the Wisconsin Statutes, the Association shall have the following powers:

6.4.1. To take such action as may be necessary to enforce the **Rules and Regulations**.

6.4.2. To enter into contracts with and/or to employ agents, attorneys or others for purposes of discharging its duties hereunder.

6.4.3. To grant utility and drainage easements in accordance with the provisions of Section 9.3, below; and

6.4.4. To levy and collect assessments in accordance with the provisions of Section 6.5, below.

6.4.5. To take any other actions as may be necessary or incidental to performance of all duties of the Association specified in this Declaration.

6.5. The Association shall levy and collect assessments in accordance with the following:

6.5.1. The Owner of each lot shall be subject to a regular (and special, if required) charge or assessment equal to its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties hereunder. The pro rata share of an Owner of a lot 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 excluding Lot 1 unless the Lot 1 Owner has elected membership in the Association in accordance with Section 6.2.4., above (including lots added by future stages) at the time of the assessment. Said costs shall include, but not be limited to: taxes; insurance; repair, replacement, and additions to the improvements made to the Common Area; equipment; materials; labor and the management and supervision thereof; expenses of the Waukesha County Land Conservancy, Inc. in connection with maintenance of Outlot 2; the establishment of reasonable reserves for capital expenditures; and all costs for the Association reasonably incurred in conducting its affairs and exercising its powers and duties pursuant to this Declaration. Waukesha County shall not be liable for any fees or special assessments in the event that it should become the Owner of any lots in the subdivision by reason of tax delinquency.

6.5.2. Regular assessments shall be approved at the duly convened annual meeting of the Association. Special assessments shall be approved at any duly convened meeting of the Association.

6.5.3. Written notice of an assessment shall be delivered to an Owner either personally or by regular mail addressed to the last known address of an Owner.

6.5.4. Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice.

6.5.5. Assessments not paid when due shall be subject to a late-payment penalty of fifty dollars $50.00 and shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid. Unpaid assessments and the penalties and interest thereon shall constitute a continuing lien on the lot against which it was assessed until they have been paid in full. The assessments, penalties and interest thereon shall also be the continuing personal obligation of any current or subsequent Owner of the lot against which the assessment was made. The lien may be enforced and foreclosed by the Association or any other person specified in the Bylaws of the

Association, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude the Association from pursuing other legal remedies.

6.5.6. The Association 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. The affected Owner shall pay directly or reimburse the Association for all recording and attorney fees relating to any such document.

6.5.7. Upon application by any Owner, any officer of the Association may, without calling a meeting of the Association, provide to such Owner a statement certifying (1) that the signer is a duly elected or appointed officer of the Association and (2) as to the existence of any unpaid assessments or other amounts due to the Association with respect to the requesting Owner's lot. Such statement shall be binding upon the Association 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 for such lot.

6.6. The Association shall not have the power to make improvements to the Common Area in addition to those then in existence from time to time (herein referred to as "Additional Improvements") without Approval if Developer is an Owner (unless Developer has assigned Approval authority to the Association). If Developer is no longer an Owner, the Association shall not have the power to make Additional Improvements having a cost in excess of Twenty-five Thousand dollars ($25,000.00) without the consent of the Owners of at least seventy-five percent (75%) of the lots subject to this Declaration or any Supplemental Declarations.

6.7. Within 14 days following each annual meeting of the Association, the Association and/or Association Manager shall provide to Developer a list of the Association officers, directors and committee members.

6.8. Directors and officers of the Association shall not be personally 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 directors, officers, agents or employees of the Association. The Association shall indemnify and hold the directors and officers 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.

6.9. Failure of the Association to enforce any provisions contained in this Declaration upon the violation thereof shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

6.10. If the Association shall fail to discharge its duties under this Section VI within sixty (60) days of written demand by the Village, the Village may discharge the duties on behalf of the Association. The costs of the Village incurred in connection therewith shall be charged to the Owners of the lots affected by such actions of the

Village by adding to each Owner's real estate tax statement a charge equal to such Owner's share of such costs, as determined by the Village.

6.11. The Association may not and shall not be dissolved.

VII. VIOLATION AND ENFORCEMENT

Developer shall be responsible for the enforcement of this Declaration and for all costs and expenses incurred therefor until such time that Developer has sold or conveyed title to seventy-five percent (75%) of the lots that are subject to this Declaration (including future stages added in accordance with section 9.6 below). Following such time that Developer has sold or conveyed seventy-five percent (75%) of the lots subject to this Declaration, Developer shall continue to have the right to enforce this Declaration but the Association shall pay directly or reimburse Developer for all cost and expenses incurred by Developer in enforcing this Declaration. The Association and Developer may recover their cost and expenses incurred in enforcing this Declaration in accordance with the following paragraph.

Any Owner violating the restrictions contained in this Declaration shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorneys' fees, incurred by Developer or the Association in enforcing this Declaration. The foregoing shall be in addition to any other rights or remedies that may be available to Developer and the Association. Reimbursements not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, shall constitute a continuing lien on such Owner's lot until paid in full, and shall also be the personal obligation of any current or subsequent Owner of the lot. Developer or the Association may record a document with the Register of Deeds of Waukesha County giving notice of the lien for any such unpaid reimbursements and, upon payment or satisfaction of the amount due, Developer or the Association, as the case may be, shall record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay or reimburse Developer and the Association for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed by the Developer or the Association in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer and the Association from pursuing all other legal remedies.

VIII. AGENT

Siepmann Realty Corporation is the duly authorized agent of Developer as of the date of this Declaration and may act in that capacity until such time as a notice is recorded in the office of the Register of Deeds for Waukesha County by Developer, its successors or assigns, which terminates the authority of said agent.

IX. MISCELLANEOUS

9.1. **Amendment of Declaration**. 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 Owners of at least seventy-five percent (75%) of the lots subject to this Declaration or any Supplemental Declarations; provided, however, that any such action must also be approved in writing by (i) the Village; (ii) Waukesha County; and (iii) Developer so long as it shall be an Owner, including as an Owner of any lands which may potentially become a future stage of WINDRUSH as provided in Section 9.6 , below. 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.

9.2. **Variances**. Developer, and no other unless Developer shall assign its rights hereunder to the Association by written instrument recorded with the Register of Deeds of Waukesha County, Wisconsin, shall have the right and authority to permit variances from the application of the Declaration, if such modification or variance is consistent and compatible with the overall scheme of development of WINDRUSH, provided that no such modification shall be in violation of applicable laws or ordinances, or have the effect of revoking an Approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of Developer (or the Association after assignment), and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as thereafter preventing or excusing strict compliance with the Declaration, or (ii) as entitling any other person to such modification or variance.

9.3. **Reservation of Right to Grant Easements**. Developer reserves the right to grant and convey easements to the Village and/or to any public or private utility company or service provider, upon, over, through or across those portions of any lot within 10 feet of any lot line and upon, over, through or across any portion of the Common Area for purposes of allowing the Village, utility company or service provider to furnish gas, electric, water, sewer, cable television or other utility service to any lot or the Common Area. Developer reserves the right to grant and create easements through any portions of WINDRUSH (including added future stages) for purposes of facilitating drainage of storm or surface water within or through WINDRUSH (and any added future stages). Developer may grant such easements without the consent or approval of any lot Owner, so long as Developer or a successor developer to Developer owns any lots in WINDRUSH (or any added future stages). After that time, or at such time as Developer shall assign such power to the Association, the Association shall have the power to grant easements upon, over, through or across any portion of the Common Area reserved to Developer hereunder.

9.4. **Assignment to Association**. Developer may assign to the Association, in whole or in part, the right to grant Approval pursuant to this Declaration. Following such assignment Developer shall no longer be responsible for the enforcement of the provisions of this Declaration that pertain to the Approval authority which has been assigned to the Association.

9.5. **Parade of Homes**. Developer may arrange for WINDRUSH or any stage thereof to be included in a "Parade of Homes" or similarly titled event in which members of the public are invited to inspect a number of

lots improved by Buildings constructed by one or more contractors. Such events will result in significant construction activity and periods of traffic slow-downs and large crowds, which may continue for a period of several weeks. An Owner who has purchased a lot notwithstanding the possibility of such event waives any objection to the issuance of any municipal permits required for such event. Developer is not, however, required to include WINDRUSH in any such event.

9.6. **Future Stages of Development of WINDRUSH**. Developer, its successors and assigns shall have the right to bring within this Declaration future stages of the development of WINDRUSH, provided such future stages are or become adjacent to the real estate which is or becomes subject to this Declaration or any Supplemental Declaration. The future stages authorized under this Section shall be added by recording a Supplemental Declaration of Restrictions relating to each future stage (the "Supplemental Declaration"). A Supplemental Declaration will extend the provisions of this Declaration to such future stages, indicate any provisions which differ from the provisions of this Declaration or any prior Supplemental Declaration, and indicate the modification to this Declaration or any prior Supplemental Declaration resulting from such addition. Except with respect to increasing the number of Owners and adding to the Common Area, any such Supplemental Declarations shall not revoke, modify or add to the covenants established by this Declaration or any prior Supplemental Declaration.

9.7. **Severability**. The invalidity or unenforceability of any term, provision or condition of this Declaration for any reason shall not affect the validity or enforceability of any other term, provision, or condition hereof, all of which shall remain in full force and effect for the term of this Declaration.

9.8. **Duration of Restrictions**. These restrictions and covenants and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded. Any Supplemental Declarations, whenever executed, shall have a term which coincides with the term of this Declaration and shall expire upon the expiration of this Declaration. Upon the expiration of such initial 30 year term or any extended term as provided herein, this Declaration, as amended, and any Supplemental Declarations shall be automatically extended for successive terms of 10 years each, unless prior to the end of the then-current term a notice of termination is executed by the Owners of at least seventy-five percent (75%) of all lots subject to this Declaration or any Supplemental Declaration and is recorded in the office of the Register of Deeds of Waukesha County. These restrictions shall be deemed to be covenants running with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner, and by the Village, to the extent permitted by Sections 5.7.5 and 6.10, above.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictions and Covenants this 30 day of October 2015.

SUNRISE DEVELOPMENT, LLC

BY: SIEPMANN DEVELOPMENT COMPANY LIMITED PARTNERSHIP, Member
BY: SIEPMANN REALTY CORP., General Partner

BY: _____
James P. Siepmann, President

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

HEIDI E. KERR
Notary Public
State of Wisconsin

Personally came before me this 30 day of October, 2015, the above-named James P. Siepmann, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha County, State of Wisconsin
My Commission: 8-28-17

CONSENT OF MORTGAGEE

PARK Bank as mortgagee of any present or future mortgage on the lands subject to the foregoing Declaration of Restrictions and Covenants, hereby consents to and agrees that its mortgages shall be subject to the foregoing Declaration of Restrictions and Covenants.

PARK BANK

BY: Michael Bradburn - VICE PRESIDENT
(Title)

BY: N/A
(Title)

STATE OF WISCONSIN)
) SS
COUNTY OF Waukesha)

Personally came before me this 30 day of October, 2015, the above-named Michael Bradburn and ——— to me known to be the Vice President and ——— respectively of Park Bank and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

HEIDI E. KERR
Notary Public
State of Wisconsin

Notary Public, County of Waukesha
State of Wisconsin
My Commission: August 28, 2017

This instrument was drafted by
SUNRISE DEVELOPMENT, LLC

©2015 Siepmann Realty Corporation