HOWELL OAKS ADDITION NO. 5

BEING A SUBDIVISION LOCATED IN A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

CITY COMMON COUNCIL APPROVAL:

Resolved, that the plat known as "HOWELL OAKS ADDITION NO. 5", in the City of Waukesha, Howell Oaks Development, LLC, owner, is hereby approved by the Common Council.

I hereby certify that the foregoing is a true and correct copy of a resolution accepted by the Common Council of the City of Waukesha.

Dated this 1st Day of NOVEMBER, 20 22.

Approved: Shawn N. Reilly
Shawn N. Reilly, Mayor

I hereby certify that the foregoing is a copy of resolution number N/A adopted by the Common Council of the City of Waukesha.

Gina Kozlik, City Treasurer

CONSENT OF CORPORATE MORTGAGEE:

OLD NATIONAL Bank, a corporation duly organized and existing under and 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 HOWELL OAKS DEVELOPMENT, LLC, owner, this 4th day of December, 20 22.

In Presence of: Old National Bank

Ashley C. Mueller, Vice President

STATE OF WISCONSIN)
COUNTY OF Waukesha) SS

Personally came before me this 2nd day of November, 20 22, the above named Ashley C. Mueller, 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 he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: DEANA FREDERICK
Public, Waukesha County, WI
My Commission Expires 7-6-2025

DEANA FREDERICK — NOTARY PUBLIC — STATE OF WISCONSIN

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

I, being duly appointed, qualified and acting Treasurer of the City of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales of unpaid taxes or special assessments as of 30th Day of November, 20 22, affecting the lands included in the Plat of "HOWELL OAKS ADDITION NO. 5".

Dated this 30th day of November, 20 22.

Gina Kozlik, City Treasurer

CITY PLAN COMMISSION APPROVAL:

Approved by the Plan Commission of the City of Waukesha on this 24 Day of AUGUST, 20 22.

Shawn N. Reilly, Chairman

Jennifer Andrearczyk, Secretary
Doug Koehler

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

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 1st Day of NOVEMBER, 20 22 on any of the land included in the Plat of "HOWELL OAKS ADDITION NO. 5".

Dated this 1st day of NOVEMBER, 20 22.

Pamela F. Reeves, County Treasurer

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 September 21, 2022

Department of Administration

TRIO ENGINEERING, LLC

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

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	EXTENSION	1967.00	4°53'49"	170.50	170.45	S89°41'33"E	S87°36'39"E	S92°43'28"E
	169	1965.00	1°05'26"	37.39	37.38	S86°13'18"E	S87°36'39"E	S88°41'58"E
	164	1967.00	0°01'54"	1.09	1.09	S91°42'31"E	S91°41'34"E	S91°43'28"E
2	169	20.00	91°26'18"	31.93	28.65	N45°30'52"E	S88°41'58"E	N1°44'43"E
3	164	20.00	91°26'12"	31.93	28.65	S25°57'25.0"E	S1°44'43"W	S87°41'34"E
4	CENTERLINE	150.00	69°35'45"	181.76	170.84	S56°28'34"W	S89°13'25"W	S1°44'43"W
	E. R.O.W.	120.00	69°35'45"	145.41	136.68	S56°28'34"W	S89°13'25"W	S1°44'43"W
	183	120.00	24°18'27"	50.94	50.56	S37°53'34"W	S44°04'09"W	S1°44'43"W
	182	120.00	45°00'00"	94.47	92.05	S66°29'10"W	S89°13'25"W	S44°16'50"W
	W. R.O.W.	150.00	69°35'45"	318.13	298.91	S56°28'34"W	S89°13'25"W	S1°44'43"W
	170	180.00	8°48'26"	27.68	27.65	S51°51'56"W	S56°28'34"W	S1°44'43"W
	171	180.00	51°32'29"	72.15	70.51	S10°51'47.5"W	S25°35'02"W	S25°35'32"W
	172	180.00	0°00'16"	25.01	25.00	S51°12'56"W	S51°12'48"W	S52°08'02"W
	173	180.00	11°54'27"	37.42	37.35	S83°15'05.5"W	S89°12'28"W	S71°17'48"W
5	CENTERLINE	150.00	85°30'13"	223.85	203.65	S42°27'18.5"W	S03°42'12"W	S86°12'25"W
	E. R.O.W.	180.00	85°30'13"	268.62	244.38	N42°27'18.5"E	N86°12'25"E	N03°42'12"E
	181	180.00	2°47'09"	8.46	8.46	N88°48'54"E	N89°12'25"E	N86°25'23"E
	180	180.00	24°28'20"	72.33	71.72	N70°07'06"E	N86°25'23"E	N61°49'43"E
	179	180.00	24°07'00"	75.50	74.95	N51°47'47"E	N63°49'43"E	N39°49'43"E
	178	180.00	29°29'18"	92.06	91.02	N39°04'34"E	N39°49'43"E	N10°19'25"E
	177	180.00	10°35'17"	33.26	33.22	N08°59'50.5"E	N15°42'12"E	N05°07'15"E
	W. R.O.W.	120.00	85°30'13"	179.08	162.92	N42°27'18.5"E	N86°12'25"E	N03°42'12"E
	174	120.00	1°17'41"	2.71	2.71	N88°33'34.5"E	N86°12'25"E	N87°54'44"E
	175	120.00	84°12'32"	176.37	160.92	N45°48'28"E	N87°54'44"E	N03°42'12"E
6	157	475.00	0°16'12"	2.25	2.25	N03°22'36"E	N03°42'12"E	N03°33'06"E
7	158	20.00	90°00'00"	31.42	28.28	N63°16'38"E	S71°43'06"E	N18°16'22"E
8	151	90.00	90°00'00"	31.42	28.28	S26°43'38"E	S18°16'22"W	S71°43'38"E
9	CENTERLINE	200.00	28°18'38"	98.83	97.83	S04°07'15.5"W	S10°02'27"E	S18°16'38"W
	E. R.O.W.	230.00	28°18'38"	113.65	112.49	N04°07'12.5"E	N18°16'38"E	N10°02'27"W
	161	230.00	23°43'12"	109.35	108.36	N09°24'54"E	N18°16'38"E	N07°26'46"W
	162	230.00	4°35'27"	18.40	18.40	N01°41'23.5"W	N07°26'46"W	N11°09'20"W
	163	170.00	28°18'38"	84.00	83.15	N04°07'12.5"E	N18°16'38"E	N10°02'27"W
10	CENTERLINE	130.00	49°45'54"	112.88	109.36	S16°54'56"W	S59°47'11"W	S10°02'27"E
	152	140.00	33°47'32"	82.57	81.38	S06°51'41.5"W	S23°45'36"W	S10°02'27"E
	W. R.O.W.	200.00	46°28'52"	162.20	157.80	S13°31'48"W	S36°31'42"W	S10°02'27"E
	167	200.00	28°41'54"	100.18	99.13	S41°52'50"W	S58°28'47"W	S10°02'27"E
	OUTLOT 10	200.00	17°47'38"	81.90	81.25	S32°31'48"W	S58°28'47"W	S40°26'49"W
11	E. R.O.W.	80.00	58°51'43"	82.21	78.73	S22°11'46.5"W	S82°36'48"W	S23°45'36"W
	152	80.00	5°09'00"	12.68	12.65	S37°00'00"W	S31°34'30"W	S23°45'30"W
	153	60.00	48°42'13"	76.85	73.40	S58°15'36.5"W	S82°36'48"W	S33°54'06"W
12	OUTLOT 10	80.00	36°52'33"	60.26	59.24	N16°52'20.5"E	N34°37'54"E	N33°26'49"W
13	R.O.W.	70.00	283°05'31"	345.80	105.56	N52°56'02.5"W	N82°36'48"E	S82°36'48"E
	153	70.00	32°25'36"	40.16	39.63	N80°23'25"E	N82°36'48"E	N48°11'12"E
	154	70.00	51°39'58"	63.82	61.69	N22°21'46"E	N48°11'12"E	N03°18'46"W
	155	70.00	42°08'49"	51.19	50.05	N23°33'15.5"W	N03°18'21"W	N44°27'40"W
	156	70.00	52°51'32"	64.62	62.36	N70°52'56"W	N44°27'40"W	S27°41'48"W
	158	70.00	42°02'49"	53.10	50.94	S68°33'33.5"W	S27°34'48"W	S30°31'59"W
	159	70.00	28°59'53"	35.45	35.15	S32°02'03"W	S30°31'59"W	S58°32'00"W
	OUTLOT 10	70.00	117°00'55"	142.95	120.63	S60°01'39.5"W	S58°32'01"W	S02°28'46"E
14	150	20.00	87°21'56"	30.50	27.63	N61°30'01"E	S71°43'06"E	N02°04'52"E
15	CENTERLINE	750.00	1°37'20"	21.24	21.24	S20°05'31"W	S20°54'31"W	S19°17'11"W
16	143	50.00	92°37'08"	80.82	72.33	S25°24'58"E	S20°54'31"W	S71°43'37"E
17	CENTERLINE	150.00	63°32'08"	133.57	126.85	S52°40'35"W	S84°36'39"W	S20°54'31"W
	143	90.00	34°02'02"	53.48	52.70	S37°53'53"W	S20°54'31"W	S54°57'04"W
	W. R.O.W.	150.00	47°11'34"	123.55	120.09	S41°30'18"W	S66°06'05"W	S20°54'31"W
	150	150.00	10°55'15"	28.62	28.57	S20°32'25"W	S31°50'19"W	S20°54'31"W
	149	150.00	37°29'18"	71.57	70.90	S40°36'28"W	S20°10'39"W	S31°50'19"W
	148	150.00	5°50'38"	13.26	13.24	S53°56'21"W	S50°06'05"W	S56°10'53"W
18	142	24.00	70°45'09"	45.55	42.32	N26°40'08.5"W	N18°13'39"W	S53°03'13"W
19	145	80.00	50°30'52"	47.65	46.99	N52°49'28"E	N28°04'02"E	N22°34'13"E
20	R.O.W.	71.00	274°08'19"	339.73	96.70	N03°21'05.5"W	S48°17'28"E	S33°51'51"W
	143	71.00	37°07'11"	46.84	46.04	S87°13'05"E	S48°17'28"E	S86°00'43"E
	144	71.00	82°48'50"	102.66	93.93	N52°38'08"E	S86°00'43"E	N01°02'38"E
	145	71.00	44°38'32"	84.71	83.36	N11°01'48"W	N11°18'38"E	N33°06'14"W
	146	71.00	48°01'11"	57.05	55.53	N56°07'33"W	N33°06'14"W	N79°46'23"W
	147	71.00	48°01'11"	57.05	55.53	S72°50'10.5"W	N79°46'23"W	S54°12'11"W
	148	71.00	17°13'38"	21.30	21.21	S48°11'12"W	S54°47'11"W	S37°33'33"W

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

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

That I have surveyed, divided and mapped a subdivision of all that part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 6, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of the said Northwest 1/4 Section; Thence North 88°38'56" East along the North line of said Northwest 1/4, 1928.45 feet to a point on the West line of "Welsh Oaks"; Thence South 00°18'04" East along said West line, 850.85 feet to a point on the North line of "Howell Oaks Addition No. 3"; Thence North 88°12'05" West along said North line, 148.64 feet to a point; Thence North 73°32'47" West along said North line, 270.05 feet to a point; Thence North 84°58'27" West along said North line, 223.48 feet to a point; Thence South 25°18'39" West along said North line, 22.73 feet to a point; Thence North 71°43'28" West along said North line, 175.04 feet to a point on the West line of Said "Howell Oaks Addition No. 3"; Thence South 20°54'31" West along said West line, 147.16 feet to a point on the North Right-of-Way of "Madison Street"; Thence North 71°43'28" West along said North line, 518.59 feet to a point; Thence Northwesterly 139.50 feet along the arc of a curve whose center lies to the North, whose radius is 1967.00 feet, whose central angle is 04°03'49" and whose chord bears North 69°41'34" West along said North line, 139.48 feet to a point; Thence North 67°39'39" West along said North line, 37.84 feet to a point on the West line of said Northwest 1/4 Section; Thence North 00°38'29" East along said West line, 401.73 feet to the point of commencement of this description.

Said Parcel contains 1,285,755 Square Feet (or 29.0377 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of HOWELL OAKS DEVELOPMENT, LLC, owner of said land.

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 Statutes of the State of Wisconsin and the Land Division and Platting Ordinance of the City of Waukesha in surveying, dividing and mapping the same.

Dated this 31st Day of May, 20 22.
Rev. 7-8-22

WISCONSIN — TED R. INDERMUEHLE — S-3119 — BROOKFIELD, WI — LAND SURVEYOR

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

STORMWATER MANAGEMENT MAINTENANCE AGREEMENT: (OUTLOT 1 AND OUTLOT 2 HOWELL OAKS SUBDIVISION)

This property is hereby subject to the following covenants, conditions and restrictions:

1. Maintenance Agreement. There shall be a separately recorded document entitled "Storm Water Management Practice Maintenance Agreement" ("Maintenance Agreement") that describes the storm water management practices located on this subdivision plat and their maintenance needs.

2. Drainage Easements. All areas designated as "Drainage Easements" are preserved for storm water collection, conveyance, and treatment in accordance with approved plans on file with the City of Waukesha. Unless otherwise noted in the Maintenance Agreement, drainage easements shall be maintained in a manner that preserves unimpeded flow of surface runoff. No grading or filling is allowed. Trees and shrubs may be kept free of buildings, sheds or other structures and shall be maintained in permanent vegetation or other approved cover to prevent soil erosion. Cross swales are reserved for storm water conveyance and shall not be used as vehicle access lanes. Note that the construction of a Waukesha County trail within the Trail Easements located on Outlots 1 and 2, Howell Oaks Addition No. 1 is exempt from these conditions.

3. Access Lanes. Access lanes are constructed and reserved for heavy equipment that may be required to complete future maintenance activities, as described in the Maintenance Agreement. These lanes shall be kept free of obstructions to maintenance vehicles, such as trees and other woody vegetation. Any gates or other access restrictions must be approved by the City of Waukesha.

4. Ownership and Maintenance. The Kleinhelder(s), or other designated "Responsible Party" shall be responsible for the routine and extraordinary maintenance of all drainage easements and storm water management practice(s), in accordance with the Maintenance Agreement.

5. Access and Inspections. The City of Waukesha is authorized to access the property as necessary to conduct inspections of the storm water management practices to ascertain compliance with the Maintenance Agreement.

6. Corrective Actions. Upon notification to the Responsible Party by the City of Waukesha of maintenance problems which require correction, the specified corrective actions shall be performed by the Responsible Party within a reasonable time frame as set by the City of Waukesha. Access for maintenance equipment shall be limited to the designated lanes as shown on the subdivision plat.

7. Special Charges. The City of Waukesha is authorized to perform the corrective actions identified in the inspection report or its notice if the Responsible Party does not make the required corrections within the specified time period. The costs and expenses of such corrective actions shall be entered on the tax roll as a special charge against the Property and collected with any other taxes levied thereon for the year in which the work is completed.

8. Binding on Future Owners. This Agreement shall run with the Property and be binding upon the successors and assigns.

9. Agreement Modifications. The City of Waukesha shall have the sole authority to amend this agreement, including approving any physical modifications to the storm water management practices and drainage easements described herein. The City of Waukesha shall provide a 30-day notice to the Kleinhelder(s) prior to approving any amendments to this agreement.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

HOWELL OAKS DEVELOPMENT, 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 236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:
1. City of Waukesha

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 2nd day of NOVEMBER, 2022.

HOWELL OAKS DEVELOPMENT, LLC
Timothy J. Smith, IV, Thomson Realty of Wisconsin, Inc., Manager

STATE OF WISCONSIN)
COUNTY OF Waukesha) SS

Personally came before me this 2nd day of November, 2022, the above named Timothy J. Smith, IV, Thomson Realty of Wisconsin, Inc., Manager of the above named 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 officer as the deed of said Limited Liability Company, by its authority.

Print Name: DEANA FREDERICK
Public, Waukesha County, WI
My Commission Expires 7-6-2025

DEANA FREDERICK — NOTARY PUBLIC — STATE OF WISCONSIN

REVISED THIS 6TH DAY OF JULY, 2022
DATED THIS 31ST DAY OF MAY, 2022

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

01-008-295-H

SHEET 4 OF 4

17

Document Number	**DECLARATION OF RESTRICTIONS FOR HOWELL OAKS ADDITON NO. 5** **Title of Document**

4700434
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
December 01, 2022 11:37 AM
James R Behrend
Register of Deeds
17 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Book Page -

Recording Area

Name and Return Address
Daniel J. Habeck
Cramer, Multhauf & Hammes, LLP
PO Box 558
Waukesha, WI 53187

Parcel Identification Number (PIN)

This document drafted by:
Attorney Daniel J. Habeck
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187
(262) 542-4278

DECLARATION OF RESTRICTIONS
FOR
HOWELL OAKS ADDITION NO. 5

THIS DECLARATION OF RESTRICTIONS IS MADE THIS 22nd DAY OF November, 2022 BY HOWELL OAKS DEVELOPMENT LLC (THE "DEVELOPER").

WITNESSETH

****

WHEREAS, the Developer has caused the platting of Howell Oaks Addition No. 5, consisting of thirty-three (33) residential lots as hereinafter legally described, in the City of Waukesha, (the "City"); and

WHEREAS, Developer desires to subject the thirty-three (33) residential lots (the "Subdivision") to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of each owner of any part of the Subdivision;

NOW, THEREFORE, Developer hereby declares that the Subdivision shall be used, held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each of every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

ARTICLE I

1. Definition of Terms.

1.1. "Family" shall mean one (1) or more than one (1) person living, sleeping, cooking, or eating on premises as a single housekeeping group and shall exclude a group or groups of persons where three (3) or more persons thereof are not household employees or related by blood, adoption, or marriage.

1.2. "Architectural Control Committee" shall mean the committee referred to in Article IV, Section 4.5 (the "A.C.C.").

1.3. "Lot" shall mean a lot in the Subdivision as platted for residential development and shall not include any platted outlot.

1.4. "Outlot" means any outlot shown on the Subdivision plat of the plat or any Affiliated Subdivision, which is owned fractionally by the members of the H.O.A.

1.5. "Dwelling" shall mean that primary building on a Lot to be occupied by a single Family.

1.6. "Howell Oaks Homeowners Association, Inc." means that Wisconsin non-stock corporation responsible for certain duties relating to the maintenance, administration, and operation of the Subdivision as may be referred to herein or in its bylaws (the "H.O.A.").

1.7. "Common Areas" are those areas identified or located on the Subdivision plat, including the Outlots, and set aside either as communal areas, open space, or drainage areas for storm water management purposes ("Storm Water Management Areas").

1.8. "Common Improvements" consist of the following which may be located in Common Areas or may be located in public streets, individual Lots, or on Outlots: all monuments/signs on the property generally identifying the Subdivision and any fencing, lighting, landscape features, walking trails, drainage ways and easements, Storm Water Management Areas, or other improvements made by the H.O.A. in the Common Areas or elsewhere.

1.9. "Affiliated Subdivision" means Howell Oaks Subdivision, Howell Oaks Addition No. 1, Howell Oaks Addition No. 2, Howell Oaks Addition No. 3, Howell Oaks Addition No. 4 and any future subdivision created by the Developer or its affiliates or assigns from the land abutting, adjacent to or otherwise in the immediate vicinity of the Subdivision, or the Affiliated Subdivisions, and with a general continuity of appearance and layout, on expansion as provided below.

ARTICLE II

2. Property Subject to this Declaration. The property as described on Exhibit A, attached hereto and made a part of this document, shall be subject to this Declaration.

ARTICLE III

3. Use of Lots and Similar Matters.

3.1. General Purpose. The general purpose of this Declaration is to assure that the Subdivision and the adjacent property, including any Affiliated Subdivision, will become and remain an attractive community and toward that end to preserve and maintain the natural beauty and the natural plant life and wildlife habitat of certain open spaces and recreational areas within and in the vicinity of the Subdivision; to insure the best use and the most appropriate development and improvement of each Lot; to protect the owners of Lots against such use of surrounding Lots as will detract from the value of their Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of the Subdivision consistent with the purposes for which it is platted; to encourage and secure the erection of attractive Dwellings thereon, with appropriate locations thereof on Lots; and to secure and maintain proper spatial relationship of structures and Lot lines.

3.2. Residential Lots. No Lot shall be used except for residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any such Lot other than one (1) detached Dwelling, not exceeding two and one-half (2.5) stories in height, an attached private garage for not less than two (2) cars, a maximum of one (1) outbuilding incidental to residential use of the premises, and such other improvements only as permitted by this Declaration.

3.3. Dwelling Sizes. Dwellings erected on any Lot must meet or exceed the following minimum area requirements:

a) Not less than one thousand eight hundred (1,800) square feet for a one-story Dwelling;

b) Not less than one thousand two hundred (1,200) square feet for the first floor of a one and one-half or two-story Dwelling and not less than two thousand two hundred (2,200) square feet for both the first and second floors combined;

c) Not less than two thousand two hundred (2,200) square feet on the upper floors of a split-level or bi-level Dwelling. Upper floors are defined as the total living area on those floors immediately below the roof, regardless of whether or not they are at the same elevation;

d) With respect to all other types of Dwellings, not less than such areas, as determined by the H.O.A. or A.C.C., as are consistent with the foregoing and with other provisions hereof;

e) Minimum area square footage calculations by the A.C.C. shall be made from the outside face of exterior wall construction and include all walls. Window, fireplace, and room projections are included only when floor joists are extended under those areas. Decks, porches, garages, carports, attics, space labeled "optional" or "bonus," breezeways, sunrooms or similar additions, and floor area below finished yard grade will be excluded from calculation;

f) For purposes of calculating total area, the A.C.C., in its sole discretion, shall determine what constitutes a one-story, a one and one-half story, a two-story, or a tri-level Dwelling;

g) In no event shall any Dwelling be erected on any Lot containing a total area of less than one thousand eight hundred (1,800) square feet as measured above;

h) No Dwelling shall be constructed which shall be a substantial duplication of another previously approved or constructed Dwelling located within five hundred (500) feet of the proposed Dwelling, inside or outside the Subdivision.

3.4. Approval Required. In order to maintain harmony in appearance and to protect the owners of the Lots in the Subdivision and the Affiliated Subdivisions, no Dwelling, accessory building, fence, sign, wall, swimming pool, or other structure shall be erected, constructed, or maintained upon any Lot nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plot plan showing the exact location of such structure, the elevation thereof and the grade of the Lot, and a sketch or view of such structure or changes, shall have been submitted to and approved in writing by the A.C.C. The decision of the A.C.C. shall be final and binding upon all parties. The A.C.C. shall have the right to refuse to approve any such plan or specifications which are not in conformity with these restrictions or are not desirable for aesthetic, or for any other reason. In passing upon such submission, the A.C.C. may take into consideration the suitability of the proposed Dwelling or other structure, its design, elevation, and the materials of which it is to be constructed on the Lot; the harmony thereof with the surrounding

Dwellings; and the view of and from adjacent property. All decisions of the A.C.C. shall be final. The A.C.C. shall have the right to approve variations or waive minor infractions or deviations from these restrictions as provided below.

3.5. Setbacks and Locations. Setbacks and locations of all structures shall be compliant with any applicable governmental regulation, including the City code and if applicable the Waukesha County Shoreland and Floodplain Protection Ordinance, as follows:

Front Building Setback:	35 feet minimum
Side Building Setback:	10 feet minimum
Shoreland Side Building Setback:	14 feet minimum
Rear Building Setback:	45 feet minimum

All setbacks must be verified with the City by the Lot owner prior to submitting plans to the A.C.C. for review. Variations from setback requirements may be allowed as provided below if an appropriate governmental variance has been previously approved. Governmental approval does not mean the A.C.C. must also approve, and the A.C.C. may decline to approve a variation irrespective of the granting of a governmental variance.

3.6. Parking, Outdoor Storage. No truck, boat, mobile home, or trailer of any kind may be parked on a Lot outside of the garage other than for the delivery of materials or merchandise, except during construction, servicing or remodeling periods; upon receipt of a written request, the H.O.A. may grant a variation with conditions. No vehicle shall be parked or stored on the premises outside the garage while being repaired or restored for longer than an eight (8) hour period.

3.7. One Year to Complete. All Dwellings shall be completed within one (1) year from the date ground is broken.

3.8. Permitted Materials. No used materials will be permitted in the construction of any structure in the Subdivision except materials such as reclaimed brick, which may be permitted with prior approval of the A.C.C. All garages and any approved outbuilding, shall utilize the same roof and exterior materials as the Dwelling. All garages shall be large enough to accommodate a minimum of two (2) cars.

Manmade materials such as, but not limited to, aluminum siding and artificial stucco siding are not allowed. Aluminum soffit and fascia may be permitted. Cement board siding products and vinyl siding with a minimum gauge thickness of 0.044 inches will be permitted. Cultured stone and prefinished fiber sidings may be allowed upon specific approval by the A.C.C.

Approved roofing materials are limited to the following:

a) Cedar Shakes,

b) Cement or Clay Tile,

c) Slate, and

d) Dimensional Asphalt Shingle, which are manufacturer guaranteed for thirty (30) years or longer.

The required minimum roof pitch is 8:12.

3.9. Variations. The A.C.C., on a finding that the specific facts of an application or circumstance so require, and where such variation will benefit the Lot in question and the Subdivision as a whole, may vary from any such standard which it has adopted or may waive any standard in this Declaration. The A.C.C. may, in its sole discretion, also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such variation must be express and in writing. Granting of a variation will not amend or modify this Declaration. The A.C.C. may enforce any standard even if it has, expressly or by acquiescence, permitted previous variation from such standard. Any variations granted hereunder may be conditioned, and may be permanent or time-limited, and if not expressly time-limited will be deemed to be effective for so long as the use of such property is not materially altered. Variations provided hereunder are not governmental variances and the A.C.C. may grant a variation as above in the absence of hardship. The standards used for granting governmental variances under zoning regulations shall not govern, constitute, or be construed as the standards to be applied by the A.C.C.

3.10. Compliance with Law. No noxious or offensive activity, nor any activity which is violative of the City code, county ordinance, or state law, as applicable, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Lot owner or the Subdivision. Trash, garbage, or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No Dwelling may be occupied until (i) it has been substantially completed in accordance with the plans and specifications submitted to and approved by the A.C.C., and (ii) an occupancy permit obtained from the City.

3.11. Drainage and Grading. A master surface drainage and house grade plan has been prepared by the Developer designating (i) the manner in which each Lot shall drain in relation to all other Lots in the Subdivision, and (ii) the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Developer and with the City. At the time a building permit is requested, the grade elevation of each Dwelling shall also be obtained from the City and the Dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the City and the A.C.C. Within thirty (30) days after completion of a Dwelling on any Lot in the Subdivision, the owner of said Dwelling shall grade the Lot to conform to said drainage plan, and from that time forward nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with the plan. Silt fences, hay bales, and/or erosion control measures may be placed at various locations in the Subdivision by the Developer, or as ordered by any governmental authority in the course of development of the Subdivision. Lot owners are required to maintain said silt fences until such time as turf cover is restored to all disturbed areas, and to comply with any orders of any governmental authority requiring additional silt fencing, hay bales, and/or other erosion control measures for their Lot. If a Lot owner fails to comply with such order within twenty-four (24) hours, such governmental authority or the H.O.A. shall have the right to cause such work to be done and charge the cost thereof to the owner, which if not paid shall be added to the tax bill as a special assessment by the

governmental authority or as an individual assessment by the H.O.A. pursuant to Section 4.9 for the Lot in question.

3.12. Fill. Where fill is necessary on a Lot to obtain the proper topography and finished ground elevation, it shall be free of waste material, noxious materials, refuse, or pollutants. Dumped fill material shall be leveled immediately after completion of the Dwelling. Said fill is also subject to all applicable regulation of any governmental body with jurisdiction including but not limited to a fill permit issued by the City or any other governmental authority.

3.13. Pools. Only in-ground swimming pools are permitted and only when installed in accordance with City requirements. No above-ground swimming pools, other than temporary, portable above-ground pools with a diameter not to exceed twelve (12) feet and a height not to exceed thirty-six (36) inches are permitted, provided they shall be kept in the rear yard and not in the driveway, front yard, or side yards. No other above-ground swimming pools are permitted. A.C.C. approval must be obtained for location and size of portable pools greater than forty-eight (48) inches in diameter.

3.14. Fences. Fences, including Lot line or perimeter fences will be permitted, provided (i) they are constructed of wood, ornamental iron, or manmade product approved by the A.C.C., (ii) they do not exceed six (6) feet in height, (iii) the design thereof has been submitted to and approved by the A.C.C. and City in advance of construction thereof, and (iv) they are in compliance with all City fence regulations and similar laws. Fence locations shall not conflict with underground public utility facilities.

3.15. Playsets. Children's outdoor play structures shall be permitted in rear yards provided they are constructed or kept in the rear yard and not in the front yard or side yard. A.C.C. approval must be obtained for location and structure before construction or placement.

3.16. Signage. No signs of any kind shall be displayed on any Lot except one (1) professional sign of not more than one (1) square foot in area, or a sign of not more than five (5) square feet in advertising the property for sale or rent, or signs used by a building contractor or by the Developer to advertise the Lot during the construction and sales period or during a Parade of Homes or similar event. All such signs must be in compliance with all City requirements.

3.17. Pets, Animals. No animals, livestock, or poultry shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. Outside kennels are an outbuilding as provided above, subject to A.C.C. review and approval and shall be located in the rear yard and not in the driveway, front yard, or side yards.

3.18. Landscaping. Lots shall be landscaped and seeded or sodded within six (6) months after completion of the Dwelling. A Lot's landscaping shall include any area from the front Lot line and the edge of the street pavement between the side Lot lines extended. Landscaping must include an asphalt, concrete, or decorative drive, parking stand, or turnabout. All landscaping must be of a conventional nature. No stone aggregate lawn or wild and/or prairie type vegetation substitutes for a typical grass, seed, or sod, lawn will be allowed.

3.19. Vision Triangles. No planting, structure, or other improvement shall be installed within "intersection vision triangle" areas shown on the Subdivision plat except as allowed by the City.

3.20. Trees. No existing tree with a caliper of four (4) inches or more at a height of four (4) feet from the ground, beyond fifteen (15) feet from the outside perimeter of the approved dwelling location, shall, without approval of the A.C.C., be cut down, destroyed, mutilated, moved, or disfigured and all existing trees shall be protected during construction and preserved by wells or islands, and proper grading in such matter as may be required by the A.C.C. At least three (3) trees, each with a minimum caliper of two (2) inches, shall be installed on each Lot at time of landscaping.

3.21. Motor Vehicles. No off-road motorcycles, snowmobiles, trail bikes, dune buggies, or off-street motorized vehicles of whatsoever type or description shall be operated within the Subdivision.

3.22. Underground Utilities Only. All telephone, utility, electric, or cable service within the Subdivision will be underground and no overhead service shall be provided or allowed.

3.23. Satellite Dishes, Antennae. Any satellite dish or antennae will comply with all applicable governmental restrictions. No satellite dishes greater than twenty-four (24) inches in diameter shall be allowed in the Subdivision. Satellite dishes less than twenty-four (24) inches in diameter and other exterior antennae for television broadcast, multi point multi-channel distribution for television or data, or other similar purposes are structures subject to review and approval by the A.C.C. pursuant to this Declaration. In addition, satellite dishes and antennas shall not be free standing and will be attached to the Dwelling, and placed to minimize view from the street and from adjacent Lots, provided such placement allows reception of an acceptable quality signal and does not unreasonably delay or increase the cost of installation, maintenance, or use. No satellite dish or antennae shall be placed in any Common Area.

3.24. Construction Debris. It shall be the responsibility of each Lot owner to remove all debris caused by any and all construction work occurring on such Lot. No owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks, or other material on any Lot or Outlot within the Subdivision or any adjacent land including but not limited to the City street(s) abutting said Lot. The Lot owner shall be responsible for maintenance of all silt fence and other erosion control measures until final landscaping has been completed. Failure to comply will result in the Developer advising Lot owner of this neglect and giving Lot owner twenty-four (24) hours in which to clean up the Lot or repair the erosion control as directed. Failure of the Lot owner to perform the necessary clean up or repairs will result in the Developer performing the required work. The actual cost of cleanup plus fines and $100.00 will be assessed against the owner of the Lot by the A.C.C. The Lot owner is responsible to Developer and/or the City for the cost of repairing and replacing any street pavement, curb, gutter, sidewalk, or improvements which are damaged during the course of construction of the Dwelling or improvements on the owner's Lot. Any costs under this subsection will be collectible pursuant to Sections 4.9 and 4.10

3.25. Retaining Walls. Retaining walls are subject to all governmental regulations, and A.C.C. approval, and shall be built of stone, brick or decorative concrete masonry unit, but not of concrete block or unfaced poured concrete.

3.26. Subdivision Signage. Permanent entrance monuments/signs, lighting, and landscaping may be installed on Lots 91, 104, 114, 119, 164, 169 and Outlot 4 of the Affiliated Subdivisions. The H.O.A. will be responsible for maintenance and mowing of future permanent entrance monuments/signs, lighting, and landscaping.

3.27. Light Post and Mailbox. In order to maintain a continuity in the Subdivision, and with the Affiliated Subdivisions, a customized street light with photocell and a share in a permanent mail/newspaper station must be purchased from the Developer at the time of the closing of the Lot. The cost of this package is One Thousand Two Hundred and No/100 Dollars ($1,200.00) and will be charged by Developer to buyer on the settlement statement at closing. The Developer will install the mail/newspaper station in locations as directed by the U.S. Postal Service. The Lot owner may be required to provide an individual temporary mailbox at a common location as directed by the U. S. Postal Service prior to installation of the permanent mail/newspaper units.

3.28. Sensitive Areas. There are certain Conservancy-Floodplain, Wetland, Primary Environmental Corridor, and Isolated Natural Resource Areas designated on the Plat which are subject to the following restrictions:

a) Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the City of Waukesha and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers.

b) The removal or destruction of any vegetative cover, including trees, shrubs, and grasses is prohibited with the exception that dead, diseased, or dying vegetative cover may be removed, at the discretion of the Lot Owner and with the approval of the City of Waukesha. Silvicultural thinning upon the recommendation of a forester or naturalist, and with the approval of the City of Waukesha will also be permitted.

c) Grazing by domesticated animals (if otherwise permitted by these restrictions) is prohibited within the Conservancy-Floodplain and Wetland areas, and shall be discouraged, to the greatest extent possible within the Primary Environmental Corridor.

d) Introduction of plants or vegetation not indigenous to the existing environment is prohibited.

e) Ponds may be permitted subject to the approval of the City of Waukesha and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers.

f) Construction of buildings is prohibited.

ARTICLE IV

4. Composition, Powers and Rights of the H.O.A. and the A.C.C.

4.1. Purpose for the H.O.A. The Developer has deemed it desirable for the effective preservation of the values and amenities in this Subdivision, and the existing and any future Affiliated Subdivisions, to delegate and assign the powers of maintaining and administering the Outlots, Common Areas, and Common Improvements in the Subdivision, and administering and enforcing the covenants and restrictions herein as to the entire Subdivision and Affiliated Subdivisions to the H.O.A. The Developer has also deemed it desirable that the H.O.A. shall have the power to assess, collect and disburse the assessments and charges hereinafter created. To this end there will be incorporated under the laws of the State of Wisconsin, the H.O.A., for the purposes of exercising the functions aforesaid.

4.2. Membership. Every person or entity who is an owner of a Lot in the Subdivision or an Affiliated Subdivision shall be a member of the H.O.A., provided that no person or entity, who holds an interest merely as security for the performance of an obligation, including mortgagees and land contract vendors, shall be a member. Owners of lots in future Affiliated Subdivisions will eventually become members as provided below.

4.3. Management. The H.O.A. shall be managed by a Board of Directors. The Board of Directors shall consist of three (3) members. The Developer shall be entitled, but not required, to appoint all three (3) members of the Board of Directors at any time it owns any Lot in the Subdivision, any Affiliated Subdivision, or any platted adjacent subdivision, or while it owns any adjacent land that is to be developed as an Affiliated Subdivision as described herein. Every member of the Board of Directors shall be indemnified by the H.O.A. against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed by such member in connection with any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a Director or any settlement thereof, whether he or she is a Director at the time such expenses are incurred, except in such cases where the Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. The foregoing rights to indemnification shall be in addition to and not exclusive of any right of indemnification to which a member of the Director may be entitled, whether by statute or common law.

4.4. Voting Rights. The H.O.A. shall have one class of memberships; members shall be owners of Lots in the Subdivision, or in an Affiliated Subdivision, and shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one (1) person holds such interest or interests in any Lot, including but not limited to ownership as tenant in common or survivorship marital property, there shall be cast one (1) vote amongst them for each Lot they so own.

4.5. The A.C.C.

a) The A.C.C. shall consist of the Board of Directors of the H.O.A. until such time as there may be three (3) members appointed by the Board of Directors.

b) The A.C.C. shall have the right to promulgate and impose rules and regulations and a schedule of reasonable fees for the processing of applications by the A.C.C., as the A.C.C. deems necessary in order to preserve the value and appearance of the Subdivision, and thereafter, to modify, alter, amend, rescind and augment any of the same (the "Rules").

c) Every member of the A.C.C. shall be indemnified by the H.O.A. against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed by such member in connection with any proceeding to which he may be a party, or in which he or she may become involved by reason of his being or having been a member of the A.C.C., or any settlement thereof, whether or not he or she is a member of the A.C.C. at the time such expenses are incurred, except in such cases wherein the member of the A.C.C. is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing rights to indemnification shall be in addition to and not exclusive of any right of indemnification to which a member of the A.C.C. may be entitled, whether as a member of the H.O.A. Board or by statute or common law.

4.6. Annual Assessments. Each Lot shall be subject to a general annual charge or assessment to be determined solely by the Board of the Directors of the H.O.A. for the purpose of defraying the costs of maintaining and administering the Outlots and any other Common Areas or Common Improvements of the Subdivision or the Affiliated Subdivisions. Such annual assessment shall be a pro rata share, or one (1) share per Lot, of the cost incurred by the H.O.A. to maintain the Outlots and other Common Improvements for the recreation, health, safety, welfare, and enjoyment of its members. Said cost shall include, but not be limited to payment of taxes, insurance, repair, replacement, and additions to the improvements made upon said Outlots, Common Areas, or Common Improvements including the cost of labor, equipment, materials, management and supervision thereof.

The annual assessment shall be levied by the H.O.A. as of January 1st for each year and the statement for such amount shall be mailed to the owner of each Lot payable on or before March 1st of each year. No delay in levy or mailing will relieve any Lot owner of its responsibility for any assessment.

On the first sale of a Lot by Developer, the entire then applicable annual assessment amount, not subject to proration, shall be payable at closing.

4.7. Special Assessments. A special assessment may be levied by the H.O.A. for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon an Outlot or any Common Area or any Common Improvement in the Subdivision or an Affiliated Subdivision, if consented to be a two-thirds (2/3) majority of the votes of the members of the H.O.A. The Developer shall not be assessed for any such capital improvement or special assessment for any Lot it owns for which it has not consented to in writing. Special assessments shall be due and payable ninety (90) days after the required affirmative vote of the members of the H.O.A.

4.8. Proof of Payment. The H.O.A. shall, upon demand at any time, furnish to any owner a certificate in writing signed by an officer of the H.O.A. setting forth whether said assessments have been paid for a Lot. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

4.9. Violation or Breach of these Restrictions or Covenants, Individual Assessments. For violation or breach of any of these restrictions or covenants, the H.O.A., or any Lot owner(s), shall have the right to proceed at law or in equity (including, but not limited to, injunctive relief) to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the H.O.A., but not any individual Lot owner, shall have the right, whenever there shall be any violation of these restrictions, which has not been cured following fifteen (15) days' notice from the H.O.A., or immediately if the circumstances warrant, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the owner and any such entry and abatement or removal shall not be deemed a trespass. The H.O.A. shall have the right to assess an owner for its costs in abating or removing any such violation. Any such individual assessment shall be paid by the assessed owner within fifteen (15) days from the date of levy by the H.O.A.

4.10. Liens and Collection of Assessments.

a) Establishment of Liens. Any and all assessments made by the H.O.A. in accordance with the provisions of this Declaration, with interest thereon at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorney's fees are hereby declared to be a charge and a continuing lien upon the Lot against which each such assessment was made. Additionally, each assessment against a Lot together with interest and costs, shall be a personal obligation of the owner of each Lot assessed. Said lien shall be effective only from and after the time of the recordation with the Register of Deeds of Waukesha County, of a written acknowledged statement by the H.O.A. setting forth the amount due to the H.O.A. as of the date the statement is signed. Upon full payment of all sums secured that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form.

Notwithstanding anything to the contrary herein contained, where an institutional mortgagee of record obtains title to a Lot as a result of foreclosure of its mortgage or by virtue of deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of H.O.A. assessments pertaining to such Lot or chargeable to the former owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the H.O.A. assessment against the Lot in question is secured by a recorded claim of lien that has not been foreclosed.

b) Collection of H.O.A. Assessments. In the event any owner shall fail to pay any H.O.A. assessment or installment thereof, charged to such Lot and owner, within fifteen (15) days after the same becomes due, then the H.O.A., through its Board of Directors, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative, and which remedies are not in lieu of, but are in addition to, all other remedies available to the H.O.A.:

i. To advance on behalf of the owner in default, funds to accomplish the needs of the H.O.A., up to and including the full amount for which such owner is liable to the H.O.A., in the amount or amounts of money so advanced, together with interest at the highest allowable rate, and all costs of collection thereof, including, but not limited to, reasonable attorney's fees, may thereupon be collected by the H.O.A., and such advance by the H.O.A. shall not waive the default.

ii. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the H.O.A. in like manner as the foreclosure of a mortgage on real property.

iii. To file an action at law to collect said assessment, plus interest, at the highest rate allowed by law, plus court costs and reasonable attorney's fees without waiving any lien rights or rights of foreclosure in the H.O.A.

ARTICLE V

5. Declaration Terms.

5.1. This Declaration shall run with the land and shall be binding upon all persons purchasing any Lot in the Subdivision after recording of this Declaration for a period of thirty (30) years from the date this Declaration is recorded. After the expiration of such thirty (30) year period, this Declaration shall be automatically renewed for successive periods of ten (10) years, unless there is recorded an instrument executed by the owners of at least sixty percent (60%) of the Lots, for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewed term which next expires following the recording of such instrument of termination.

5.2. Invalidity. Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

5.3. Amendment. This Declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least sixty six percent (66%) of the Lots in the Subdivision, and, with: i) the written consent of the Developer, which consent may be unreasonably or arbitrarily withheld, so long the Developer, or its assigns, continues to own, have title to, or control any Lot(s) within the Subdivision, or any adjacent land which may be developed as an Affiliated Subdivision; and ii) the consent of at least sixty six percent (66%) of the owners of lots in any Adjacent Subdivision. Any such amendment Declaration shall become effective only upon due recording with the Office of the Register of Deeds for Waukesha County, Wisconsin.

5.4. Conflict. In the event of any conflict between these restrictions and the City's zoning or building regulations, the more restrictive provision shall apply.

ARTICLE VI

6. Outlots; Common Areas; Common Improvements; Easements.

6.1. Title to Outlots. Outlot 9 of Howell Oaks Addition No. 4 was previously dedicated to the City of Waukesha Water Utility and will not be fractionally owned by the members of the H.O.A. Outlot 7 of Howell Oaks Addition No. 3 was previously dedicated to the City of Waukesha

and is not fractionally owned by the members of the H.O.A. Outlot 5 of Howell Oaks Addition No. 1 was previously dedicated to Waukesha County and is not owned fractionally by the members of the H.O.A. Title to the Outlots shall be held fractionally amongst the members of the H.O.A. Until such time as the H.O.A. membership is further expanded based upon development of a future Affiliated Subdivision, each Lot owner shall own a one-hundred seventy-fifth (1/175th) share of the Outlots in the Subdivision and the Affiliated Subdivisions. Thereafter, the percentage ownership in the Outlots will decrease prorata based on any such expansion. Deeds for the conveyance of Lots shall include a statement that such Lot includes a fractional ownership of the Outlots as provided in this Declaration, and or the Declarations for the Affiliated Subdivisions.

6.2. Retzer View Court and Olde Howell Court Landscape Island. The "landscape island area" shown on the Subdivision plat is a Common Area notwithstanding any dedication thereof as a part of the dedication of the Retzer View Court and Olde Howell Court right of way. The H.O.A. has the primary responsibility for the repair, maintenance, or restoration of such landscape island area. If the City of Waukesha concludes, in its reasonable discretion, that maintenance or repair is required to such landscape island areas, the City of Waukesha may levy the costs and expenses of inspections, maintenance or repair related actions as a special charge against the property, the H.O.A. or fractionally against the Subdivision Lot Owners and collected as such in accordance with the procedures under Wis. Stat. § 66.0627 or Subchapter 7 of Chapter 66, Wis. Stat. § 66.0701 to 66.0733 as applicable.

6.3. Developer's Rights and Easements. The fractional ownership of the Outlots shall be subject to the following:

a) The right of the H.O.A. to dedicate or transfer all or any part of any Outlots to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer, determination as to purposes or as to conditions thereof, shall be effective unless instruments signed by Members entitled to cast fifty-one percent (51%) of the votes of the membership have been recorded, agreeing in such dedication, transfer, purposes or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

b) The right to grant easements for road, sewer and other utility purposes across, over and under the Outlots for the benefit of Affiliated Subdivisions provided that in the instrument creating such easement Developer shall specify a method by which the maintenance costs of such easement shall be shared by such Affiliated Subdivision, and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Outlots;

c) The right to make alterations and changes to any Outlot or any Storm Water Management Area thereon including for the purposes of serving an Affiliated Subdivision;

d) The right to construct special amenities, such as paths, gazebos, park benches, or similar amenities. In the event the Developer does construct such special amenities, they shall be Common Improvements and shall be maintained, repaired, replaced and operated by the H.O.A. The Developer shall be under no obligation to, and makes no representation that it will construct any such special amenities.

6.4. Damage or Destruction of Outlots, Common Areas or Common Improvements by Owner. In the event any fractionally owned Outlot, Common Area, or Common Improvement is damaged or destroyed by an owner or any of his or her guests, tenants, licensees, agents or invitees, such Lot owner does hereby authorize the H.O.A. to repair said damaged area; the H.O.A. shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the H.O.A., in the discretion of the H.O.A. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Lot owner.

6.5. Disclaimer. Title is 'as is'; all warranties regarding the Common Areas or Outlots, or Common Improvements, express or implied, including warranties of condition, quality of construction and fitness for a particular use, are hereby disclaimed. The H.O.A. shall be responsible for obtaining adequate liability insurance for the Common Areas or Outlots or Common Improvements. Developer shall have no liability for damage or injury to any persons or property arising from the existence or continued use of the Common Areas or Outlots or Common Improvements. The H.O.A. shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas or Outlots, or Common Improvements.

6.6. Landscape Easement & Retaining Walls; Lots 158, 159, and Outlot 10. Lots 158 & 159 are subject to a landscape easement as depicted on the Subdivision plat. Developer shall construct retaining walls within the landscape easement and on Outlot 10 of Howell Oaks Addition No. 5. Once constructed, the H.O.A. has the responsibility for the repair, maintenance, or restoration of such retaining walls.

6.7. Sidewalk Easements. Lots 152-158 and Outlot 10, generally adjacent to Olde Howell Court and Lots 143-148 generally adjacent to Retzer View Court, are subject to recorded sidewalk easement in favor of the City of Waukesha for the operation, use, maintenance and repair, including reconstruction, of a sidewalk and certain related terraces and improvements which are open to the public.

6.8. Pedestrian Access Easement. Lots 146 and 147 are subject to a ten foot (10') recorded pedestrian access easement centered on the common lot line between such lots, allowing owners of a Lot in the Subdivision or an Affiliated Subdivision pedestrian access across Lots 146 and 147 to Outlot 11 of the Subdivision. Use of such pedestrian access easement shall only be for, and by access to the Easement Area, any Grantee will have acknowledged that such access is for recreational use. To the fullest extent permitted by law, any Grantee by accessing the easement area releases and discharges Owner for any claim for personal injury or property damage excepting only the intentional misconduct of the Owner.

[Signature Page to Follow]

[Signature Page – Declaration of Restrictions for Howell Oaks Addition No. 5]

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month, and year first above written.

HOWELL OAKS DEVELOPMENT, LLC
By: Thomson Realty of Wisconsin, Inc., Manager

By: _____
Timothy J. Smits, Vice President

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before me this 22ND day of NOVEMBER, 2022, the above named Timothy J. Smits, to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
Notary Public, WAUKESHA County, Wisconsin
My Commission expires: 3-5-2023

NOTARY PUBLIC
DEAN A. FREDERICK
STATE OF WISCONSIN

This document drafted by:
Attorney Daniel J. Habeck
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187
(262) 542-4278

EXHIBIT A

Howell Oaks Addition No. 5

Legal Description:

All that part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 6, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of the said Northwest 1/4 Section; Thence North 88°38'56" East along the North line of said Northwest 1/4, 1928.43 feet to a point on the West line of "Welsh Oaks"; Thence South 00°18'04" East along said West line, 850.85 feet to a point on the North line of "Howell Oaks Addition No. 3"; Thence North 68°12'05" West along said North line, 148.64 feet to a point; Thence North 73°32'47" West along said North line, 270.05 feet to a point; Thence North 84°58'27" West along said North line, 273.48 feet to a point; Thence South 25°15'39" West along said North line, 22.73 feet to a point; Thence North 71°43'28" West along said North line, 176.04 feet to a point on the West line of Said "Howell Oaks Addition No. 3"; Thence South 20°54'31" West along said West line, 147.16 feet to a point on the North Right-of-Way of "Madison Street:; Thence North 71°43'28" West along said North line, 918.59 feet to a point; Thence Northwesterly 139.50 feet along the arc of a curve whose center lies to the North, whose radius is 1967.00 feet, whose central angle is 04°03'49" and whose chord bears North 69°41'34" West along said North line, 139.48 feet to a point; Thence North 67°39'39" West along said North line, 37.84 feet to a point on the West line of said Northwest 1/4 Section; Thence North 00°38'29" East along said West line, 401.73 feet to the point of commencement of this description.

Said Parcel contains 1,265,755 Square Feet (or 29.0577 Acres) of land, more or less.