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**DECLARATION OF  
PROTECTIVE COVENANTS  
OF CARDINAL RIDGE  
ADDITION NUMBER 1**

THIS DECLARATION OF PROTECTIVE COVENANTS of Cardinal Ridge Addition number 1 (the "*Declaration*") is made this 17<sup>th</sup> day of February, 2026, by Cardinal Ridge, LLC, a Wisconsin limited liability company ("*Declarant*").

RECITALS

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

WHEREAS, upon approval and recording of the plat for the Subdivision (as hereinafter defined), the Subdivision will be a platted subdivision consisting of approximately ninety-five (95) single-family lots; Phase 1 will consist of twenty-three (23) lots and Three (3) outlots, Phase 2 will consist of 36 lots and 3 outlots as more particularly described on Exhibit A and as depicted on Exhibit B, as they are attached hereto and incorporated herein.

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

DECLARATION

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

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

4861158

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

February 18, 2026 09:41 AM  
James R Behrend  
Register of Deeds

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

Book Page -



Name and Return Address:

Cardinal Ridge, LLC  
c/o Neumann Developments  
N27 W24025 Paul Court, Suite 100  
Pewaukee, WI 53072

Tax Key No(s):

VNT 2091991005

residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.

## ARTICLE 1. DEFINITIONS

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

1.1 “**Association**” shall mean Cardinal Ridge Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

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

1.3 “**Amenity Area**” shall mean that area as more particularly described in Article 7. The area shall be a Common Area and any improvements which may be constructed in the Amenity Area shall be Common Improvements.

1.4 “**Association Insurance**” shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.5 “**Board**” or “**Board of Directors**” shall mean the governing body of the Association, elected according to the Bylaws.

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

1.7 “**Bylaws**” shall mean the Bylaws of the Association as adopted by the Board.

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

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

1.10 “**County**” shall mean the County of Waukesha, Wisconsin.

1.11 “**Declarant**” shall mean Cardinal Ridge, LLC and its successors and assigns pursuant to Section 15 of this Declaration.

1.12 “**Declaration**” shall mean this Declaration as the same may be amended from time to time.

1.13 “**Developer**” shall mean Cardinal Ridge, LLC.

1.14 “**Director**” shall mean a member of the Board.

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

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

1.2 “**Expansion Area**” shall mean any land in general physical proximity to the Subdivision as described in Section 11.2.5, title to which is at this time or at the time of any future expansion held in whole or in part by Declarant.

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

1.4 “**Mortgage**” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.

1.5 “**Mortgagee**” shall mean the holder of a Mortgage.

1.6 “**Municipality**” or “**Municipal**” shall mean the Village of Mukwonago and/or the Village of Vernon, Wisconsin.

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

1.8 “**Occupant**” shall mean the Owner and any other person residing in a Building.

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

1.10 “**Outlot**” or “**Outlots**” shall mean an outlet as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

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

1.12 “*Plat*”, “*Plat of Subdivision*”, or “*Final Plat*” shall mean the Plat of Cardinal Ridge addition number 1, as recorded with the Register’s Office on FEBRUARY 18, 2026 as Document No. 4861157 and attached hereto as Exhibit B.

1.13 “*Register’s Office*” shall mean the office of the Register of Deeds for County in which the project is located.

1.14 “*Rules*” shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.15 “*Storm Water Facilities*” shall mean the private storm water basins installed in Outlot(s) together with the easements as shown on the Final Plat.

1.16 “*Storm Water Management Agreement*” shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register’s Office.

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

1.18 “*Subdivision*” shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B, as may be expanded.

## ARTICLE 2. ARCHITECTURAL CONTROL

### 2.1 Architectural Controls; Restrictions on Development.

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

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

- (a) commencement of construction of any Building or other improvements or alteration on any Lot; or
- (b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or
- (c) the demolition of any Building or other improvements on any portion or portions of such property; or
- (d) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property; or
- (e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any such property;

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

- (1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,
- (2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,
- (3) the proposed landscaping, including any fences or walls, and
- (4) the proposed location and specifications for utilities servicing such improvements.

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

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

2.1.3 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

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

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

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from

the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

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

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

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

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

<b>HOME TYPE:</b>	<b>MINIMUM SIZE:</b>
One story	1,600 square feet
More than one story	1,800 square feet

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

2.4 Garages / Driveway / Curbing & Roadways.

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

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

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

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

2.5.1 Exterior Siding. All residences shall be sided with vinyl, cedar, cement board siding, stone, brick or stucco. Fascia and soffit may be aluminum. Window and door wraps shall be at least four inch (4") nominal in width and required on the front elevation. Front elevation corners shall be six inch (6") trim boards. Front Elevation should contain stone or brick accent material. Stone or brick must terminate at an inside corner or have an acceptable termination point, as determined by the ACC. Side elevations of homes shall require a minimum of three (3) architectural elements for each elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC.

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

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

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

2.5.4 Privacy Screening. All privacy screening of patios, yards, etc. is subject to review and approval by the ACC and is subject to applicable Municipal ordinances and building codes. Attractive wooden or composite screen panels or privacy barriers for patios may be approved by the ACC in writing, provided they do not exceed six (6) feet in height or create a complete enclosure. The ACC may, in its sole discretion, consider barrier location, materials, design and construction details in reviewing or approving any requests for patio screening. Attractive uses of trees or other plantings for the purpose of screening may be approved by the ACC in writing, provided that they are spaced a minimum of ten (10) feet apart and are installed in a staggered manner.

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

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

2.5.7 Mailboxes, CBU's & Lamppost:

(a) Mailboxes. The term "**mailbox**" shall mean the post and mailbox combination. Unless or, if required by the U.S. Postal Service (the "**USPS**"), Cluster Box Units "CBU" or CBU for the Subdivision. If mailboxes are to be installed, the Declarant will provide each Lot owner a layout for placement of the mailboxes in the Subdivision in locations as determined by the USPS. If any mailbox is damaged, destroyed, stolen, or any other adverse effected, the Owner shall be solely responsible to repair the defect in a timely manner and at the Owner's expense. Each Owner is responsible to conform to USPS installation requirement. The ACC shall re-select the mailbox if the selected item is determined to no longer be available The United States Postal Service requires the use of Cluster Box Units ("CBUs") within the subdivision. The CBUs shall be located in the Right of Way within the Subdivision. At each lot closing, Buyer will pay a \$450.00 fee to cover the costs of installation of the CBUs

for the subdivision. The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs along with initial distribution of the mailbox keys to the initial lot owners. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners; the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

(b) CBUs. The term "**CBU**" shall mean the Cluster Box Unit installed along the roadway or in a Common Area serving the postal needs of each home. Unless the USPS allows mailboxes in the Subdivision, the Developer shall direct the HOA to install CBUs in locations as approved by the USPS. The Declarant will provide each Lot owner a layout for placement of the mailboxes in the Subdivision in locations as determined USPS. If any CBU is damaged, destroyed, stolen, or any other adverse effected, the HOA shall be responsible, on behalf of the Lot Owners, to repair the defect in a timely manner and at the HOA's expense. The HOA shall issue all the keys for a box to a Lot Owner at the INITIAL occupancy of each home and the HOA. The Lot Owner shall be responsible to retain the spare keys for each box. If a key is lost, not transferred when the home is sold, the Lot Owner shall be responsible for retaining a locksmith to replace the lock/key for their CBU box or, as determined by the HOA, the HOA shall make a copy of the key and charge the Owner the then-current rate as determined by the HOA.

#### 2.5.8 Exterior Illumination/Lighting

(a) All Homes in the Subdivision are required to have outdoor lighting illuminating the front entrance to the home. Owners are required to install, operate, and maintain a minimum of two (2) photo electric lights that operate from dusk to dawn on the street facing elevation of the home.

(b) At the option of the Owner and in addition to the requirement stated above, the Owner may install a lamppost that consists of a black post that is 96 inches in height with a tapered base and a black post mounted lantern above with a minimum lantern width/diameter of 12 inches and shall be operational before occupancy. If installed, the lamppost must be located in the front yard, generally ten feet (10') from the edge of the driveway and no more than fifteen feet (15') from the front of the house or sidewalk, on the front door side of the driveway. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition.

(c) Installation; Maintenance. Each Owner shall maintain its mailbox and lamppost (if installed) in good condition and working order. If an Owner does not install or maintain the mailbox or lamppost, the Association may install, repair, replace, or maintain the same as deemed necessary by the Association and charge Owner for such

amount plus a fee for services rendered as determined by Association. Without limiting the authority of the Association, the costs of enforcing the covenants in this subsection may be assessed to an offending Owner or other method as set forth in Article 4. The HOA shall maintain the CBUs and retain a master keys for each unit.

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

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

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

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

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

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

2.6 Grading and Landscaping.

2.6.1 Master Grading Plan.

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

envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

(b) No Owner shall or will at any time alter the grade of any Lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Declarant unless and until the Owner shall first obtain the written approval of the Municipal Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the Owner, at the Owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects of site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner with respect to drainage or their viewing of unreasonable slope treatment. The Municipal Engineer's approval, if granted shall not relieve the Owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Owner by requesting the alteration, and/or altering the grade, thereby agrees to indemnify and hold harmless the Municipality and its agents, employees and independent contractors regarding the same. The Declarant and/or the Municipality 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, correction of any drainage condition, and the property owner is responsible for the cost of the same.

2.6.2 Plantings in outlots and landscape easements, specifically along lots 56 and 57 will be installed and maintained by the HOA. Maintenance of outlots including grass cutting and vegetative maintenance will be the responsibility of the HOA.

### 2.6.3 Landscaping.

(a) Plantings. Each Lot with a home in the Subdivision must plant and maintain a minimum of one (1) – 2.5" caliper, single-stem deciduous trees and one (1) – 2" caliper, single-stem ornamental tree located in the front yard. Additionally, there must be a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

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

ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within one hundred twenty (120) days of proper growing conditions which is anticipated to be from mid-April to mid-October.

2.6.4 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that are equipped with rain and freeze sensors, as minimum components.

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

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

### **ARTICLE 3. ASSOCIATION OF OWNERS**

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

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

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

is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

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

## ARTICLE 4. ASSESSMENTS

### 4.1 Budget and Assessments.

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

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

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

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

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

the Association provides related to transfer of Lots, review of proposals under Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

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

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

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

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

## **ARTICLE 5. MAINTENANCE AND ALTERATIONS**

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

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

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

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

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

## ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

### 6.1 Permitted Uses.

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

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC and meets the requirements of Village Zoning. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which

does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs.

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

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

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and
- (b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and
- (c) no reptiles or un-caged birds shall be permitted; and
- (d) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Municipality, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section or any Rules adopted relating to Pets; and
- (e) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and
- (f) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 7. SPECIAL FEATURES**

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

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

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

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

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

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

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

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

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

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

## ARTICLE 8. INSURANCE

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

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

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

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

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

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

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

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

## ARTICLE 9. AMENDMENT OF DECLARATION

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

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

## ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

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

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

- (b) A lapse, cancellation or material modification of any Association Insurance; and
- (c) Any proposed action that requires the consent of a Mortgage holder.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

## ARTICLE 11. RIGHTS OF DECLARANT

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

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

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

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

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

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

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

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

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

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

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

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

operation of law, to the new percentage interests in the Common Areas appurtenant to the Lot on which it has its lien.

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

## ARTICLE 12. REMEDIES

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

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

## ARTICLE 13. EASEMENTS

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

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

## ARTICLE 14. TERMINATION

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

## ARTICLE 15. CONSTRUCTION AND EFFECT

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

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

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

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

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

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

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

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

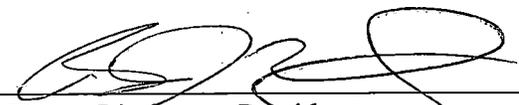
[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DECLARANT:

Cardinal Ridge, LLC,  
a Wisconsin limited liability company

By: Neumann Developments, Inc., sole Member

By:   
Bryan Lindgren, President

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF WAUKESHA        )

Personally came before me this 17<sup>th</sup> day of February, 2026, the above named Bryan Lindgren, President of Neumann Developments, Inc. sole member of Cardinal Ridge, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]



  
Name: Ryan Fritsch  
Notary Public, State of Wisconsin  
Commission Expires: 3/4/2029

This instrument was drafted by: ERIC OBARSKI

Neumann Developments  
N27 W24025 Paul Court, Suite 100  
Pewaukee, WI 53072

**EXHIBIT A**

**Cardinal Ridge Addition # 1**

Legal Description

1. The Subdivision consists of all Lots and Outlots in the Plat of Cardinal Ridge Subdivision, Village of Vernon, Waukesha County, Wisconsin.
2. Consisting of all the portions of the Subdivision:  
Lots 24 thru 59 and Outlots 4, 5 & 6

**EXHIBIT B**

Final Plat for

Cardinal Ridge Subdivision Phase 1

As Attached

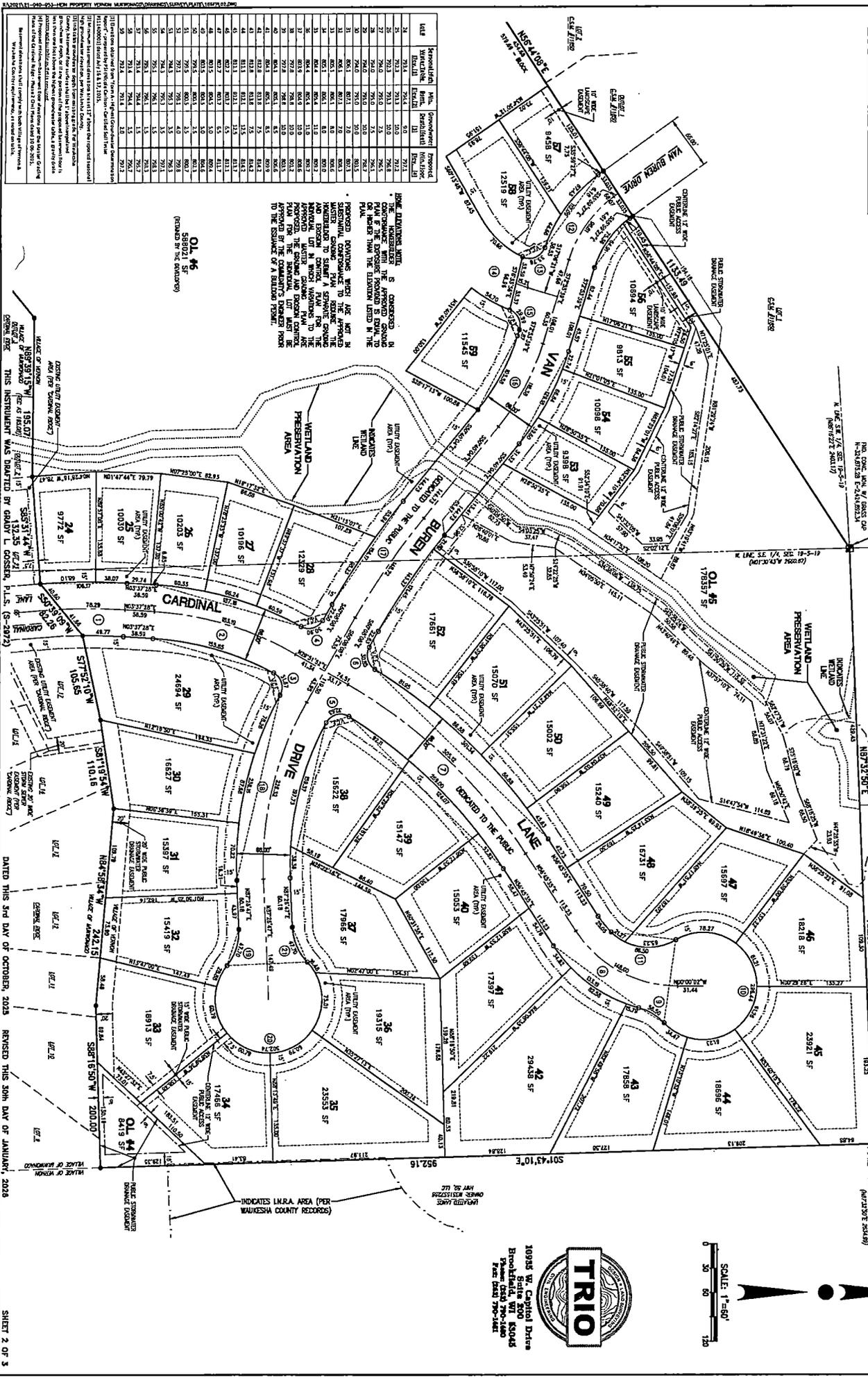


These are modifications to the original plat  
 A 23615 23616 23617 and 23618 (D) and (E), Wis.  
 Stats. respectively by A 23612 Wis. Stats.  
 Certified February 11, 2026  
 Department of Administration



# CARDINAL RIDGE ADDITION NO. 1

BEING A REVISION OF THE REVISION OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 8142 AND UNPLATTED LANDS, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF VERNON, WAUKESHA COUNTY, WISCONSIN.



**NOTE:** THE REVISION OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 8142 AND UNPLATTED LANDS, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF VERNON, WAUKESHA COUNTY, WISCONSIN, IS HEREBY REVOKED AND THE ORIGINAL PLAT IS HEREBY REINSTATED.

**REVISIONS:** THE ORIGINAL PLAT WAS REVOKED AND THE ORIGINAL PLAT IS HEREBY REINSTATED. THE REVISIONS WERE MADE TO CORRECT THE BEARINGS AND DISTANCES OF THE BOUNDARIES OF THE LOTS AND TO CORRECT THE BEARINGS AND DISTANCES OF THE BOUNDARIES OF THE WETLAND PRESERVATION AREA.

**OL 45**  
 (REVISED BY THE SURVEYOR)

Lot	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
24	9772	9772	9772
25	10003	10003	10003
26	10203	10203	10203
27	12429	12429	12429
28	10186	10186	10186
29	24684	24684	24684
30	16627	16627	16627
31	15397	15397	15397
32	15475	15475	15475
33	18913	18913	18913
34	17466	17466	17466
35	23553	23553	23553
36	19315	19315	19315
37	17968	17968	17968
38	15272	15272	15272
39	15147	15147	15147
40	15002	15002	15002
41	15737	15737	15737
42	15053	15053	15053
43	17858	17858	17858
44	18966	18966	18966
45	23921	23921	23921
46	18218	18218	18218





32

**DECLARATION OF  
PROTECTIVE COVENANTS  
OF CARDINAL RIDGE**

4801588

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

January 16, 2025 11:36 AM  
James R Behrend  
Register of Deeds

32 PGS  
TOTAL FEE:\$30.00  
TRANS FEE:\$0.00

Book Page -



THIS DECLARATION OF PROTECTIVE COVENANTS of Cardinal Ridge (the "*Declaration*") is made this 15<sup>th</sup> day of January, 2025, by Cardinal Ridge, LLC, a Wisconsin limited liability company ("*Declarant*").

RECITALS

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

WHEREAS, upon approval and recording of the plat for the Subdivision (as hereinafter defined), the Subdivision will be a platted subdivision consisting of approximately ninety-five (95) single-family lots; Phase 1 will consist of twenty-three (23) lots and Three (3) outlots, as more particularly described on Exhibit A and as depicted on Exhibit B, as they are attached hereto and incorporated herein.

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

DECLARATION

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

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

Name and Return Address:

Cardinal Ridge, LLC  
c/o Neumann Developments  
N27 W24025 Paul Court, Suite 100  
Pewaukee, WI 53072

Tax Key No(s):

MUKV2091991006

appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.

## ARTICLE 1. DEFINITIONS

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

1.1 “*Association*” shall mean Cardinal Ridge Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

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

1.3 “*Amenity Area*” shall mean that area as more particularly described in Article 7. The area shall be a Common Area and any improvements which may be constructed in the Amenity Area shall be Common Improvements.

1.4 “*Association Insurance*” shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.5 “*Board*” or “*Board of Directors*” shall mean the governing body of the Association, elected according to the Bylaws.

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

1.7 “*Bylaws*” shall mean the Bylaws of the Association as adopted by the Board.

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

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

1.10 “*County*” shall mean the County of Waukesha, Wisconsin.

1.11 “*Declarant*” shall mean Cardinal Ridge, LLC and its successors and assigns pursuant to Section 15 of this Declaration.

1.12 “*Declaration*” shall mean this Declaration as the same may be amended from time to time.

1.13 “*Developer*” shall mean Cardinal Ridge, LLC.

1.14 “*Director*” shall mean a member of the Board.

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

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

1.2 “*Expansion Area*” shall mean any land in general physical proximity to the Subdivision as described in Section 11.2.5, title to which is at this time or at the time of any future expansion held in whole or in part by Declarant.

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

1.4 “*Mortgage*” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.

1.5 “*Mortgagee*” shall mean the holder of a Mortgage.

1.6 “*Municipality*” or “*Municipal*” shall mean the Village of Mukwonago and/or the Village of Vernon, Wisconsin.

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

1.8 “*Occupant*” shall mean the Owner and any other person residing in a Building.

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

1.10 “*Outlot*” or “*Outlots*” shall mean an outlet as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

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

1.12 “*Plat*”, “*Plat of Subdivision*”, or “*Final Plat*” shall mean the Plat of Cardinal Ridge, as recorded with the Register’s Office on JANUARY 16<sup>TH</sup>, 2025 as Document No. 4801587 and attached hereto as Exhibit B.

1.13 “*Register’s Office*” shall mean the office of the Register of Deeds for County in which the project is located.

1.14 “*Rules*” shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.15 “*Storm Water Facilities*” shall mean the private storm water basins installed in Outlot(s) together with the easements as shown on the Final Plat.

1.16 “*Storm Water Management Agreement*” shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register’s Office.

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

1.18 “*Subdivision*” shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B, as may be expanded.

## ARTICLE 2. ARCHITECTURAL CONTROL

### 2.1 Architectural Controls; Restrictions on Development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.3 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

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

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

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from

the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

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

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

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

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

<b>HOME TYPE:</b>	<b>MINIMUM SIZE:</b>
One story	1,600 square feet
More than one story	1,800 square feet

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

2.4 Garages / Driveway / Curbing & Roadways.

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

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

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

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

2.5.1 Exterior Siding. All residences shall be sided with vinyl, cedar, cement board siding, stone, brick or stucco. Fascia and soffit may be aluminum. Window and door wraps shall be at least four inch (4") nominal in width and required on the front elevation. Front elevation corners shall be six inch (6") trim boards. Front Elevation should contain stone or brick accent material. Stone or brick must terminate at an inside corner or have an acceptable termination point, as determined by the ACC. Side elevations of homes shall require a minimum of three (3) architectural elements for each elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC.

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

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

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

2.5.4 Privacy Screening. All privacy screening of patios, yards, etc. is subject to review and approval by the ACC and is subject to applicable Municipal ordinances and building codes. Attractive wooden or composite screen panels or privacy barriers for patios may be approved by the ACC in writing, provided they do not exceed six (6) feet in height or create a complete enclosure. The ACC may, in its sole discretion, consider barrier location, materials, design and construction details in reviewing or approving any requests for patio screening. Attractive uses of trees or other plantings for the purpose of screening may be approved by the ACC in writing, provided that they are spaced a minimum of ten (10) feet apart and are installed in a staggered manner.

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

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

2.5.7 Mailboxes, CBU's & Lamppost:

(a) Mailboxes. The term "**mailbox**" shall mean the post and mailbox combination. Unless or, if required by the U.S. Postal Service (the "**USPS**"), Cluster Box Units "CBU" or CBU for the Subdivision. If mailboxes are to be installed, the Declarant will provide each Lot owner a layout for placement of the mailboxes in the Subdivision in locations as determined by the USPS. If any mailbox is damaged, destroyed, stolen, or any other adverse effected, the Owner shall be solely responsible to repair the defect in a timely manner and at the Owner's expense. Each Owner is responsible to conform to USPS installation requirement. The ACC shall re-select the mailbox if the selected item is determined to no longer be available The United States Postal Service requires the use of Cluster Box Units ("CBUs") within the subdivision. The CBUs shall be located in the Right of Way within the Subdivision. At each lot closing, Buyer will pay a \$450.00 fee to cover the costs of installation of the CBUs

for the subdivision. The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs along with initial distribution of the mailbox keys to the initial lot owners. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners; the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

(b) CBUs. The term "CBU" shall mean the Cluster Box Unit installed along the roadway or in a Common Area serving the postal needs of each home. Unless the USPS allows mailboxes in the Subdivision, the Developer shall direct the HOA to install CBUs in locations as approved by the USPS. The Declarant will provide each Lot owner a layout for placement of the mailboxes in the Subdivision in locations as determined USPS. If any CBU is damaged, destroyed, stolen, or any other adverse effected, the HOA shall be responsible, on behalf of the Lot Owners, to repair the defect in a timely manner and at the HOA's expense. The HOA shall issue all the keys for a box to a Lot Owner at the INITIAL occupancy of each home and the HOA. The Lot Owner shall be responsible to retain the spare keys for each box. If a key is lost, not transferred when the home is sold, the Lot Owner shall be responsible for retaining a locksmith to replace the lock/key for their CBU box or, as determined by the HOA, the HOA shall make a copy of the key and charge the Owner the then-current rate as determined by the HOA.

#### 2.5.8 Exterior Illumination/Lighting

(a) All Homes in the Subdivision are required to have outdoor lighting illuminating the front entrance to the home. Owners are required to install, operate, and maintain a minimum of two (2) photo electric lights that operate from dusk to dawn on the street facing elevation of the home.

(b) At the option of the Owner and in addition to the requirement stated above, the Owner may install a lamppost that consists of a black post that is 96 inches in height with a tapered base and a black post mounted lantern above with a minimum lantern width/diameter of 12 inches and shall be operational before occupancy. If installed, the lamppost must be located in the front yard, generally ten feet (10') from the edge of the driveway and no more than fifteen feet (15') from the front of the house or sidewalk, on the front door side of the driveway. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition.

(c) Installation; Maintenance. Each Owner shall maintain its mailbox and lamppost (if installed) in good condition and working order. If an Owner does not install or maintain the mailbox or lamppost, the Association may install, repair, replace, or maintain the same as deemed necessary by the Association and charge Owner for such

amount plus a fee for services rendered as determined by Association. Without limiting the authority of the Association, the costs of enforcing the covenants in this subsection may be assessed to an offending Owner or other method as set forth in Article 4. The HOA shall maintain the CBUs and retain a master keys for each unit.

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

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

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

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

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

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

## 2.6 Grading and Landscaping.

### 2.6.1 Master Grading Plan.

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

envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

(b) No Owner shall or will at any time alter the grade of any Lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Declarant unless and until the Owner shall first obtain the written approval of the Municipal Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the Owner, at the Owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects of site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner with respect to drainage or their viewing of unreasonable slope treatment. The Municipal Engineer's approval, if granted shall not relieve the Owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Owner by requesting the alteration, and/or altering the grade, thereby agrees to indemnify and hold harmless the Municipality and its agents, employees and independent contractors regarding the same. The Declarant and/or the Municipality 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, correction of any drainage condition, and the property owner is responsible for the cost of the same.

#### 2.6.2

#### 2.6.3 Landscaping.

(a) Plantings. Each Lot with a home in the Subdivision must plant and maintain a minimum of one (1) – 2.5" caliper, single-stem deciduous trees and one (1) – 2" caliper, single-stem ornamental tree located in the front yard. Additionally, there must be a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

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

of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within one hundred twenty (120) days of proper growing conditions which is anticipated to be from mid-April to mid-October.

2.6.4 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that are equipped with rain and freeze sensors, as minimum components.

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

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

### ARTICLE 3. ASSOCIATION OF OWNERS

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

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

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final, including any Lots which may be platted within the Expansion Area as provided in this Declaration, Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) fifteen (15) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the Association. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

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

## ARTICLE 4. ASSESSMENTS

### 4.1 Budget and Assessments.

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

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

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

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

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

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

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

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

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

## **ARTICLE 5. MAINTENANCE AND ALTERATIONS**

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

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

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

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

## ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

### 6.1 Permitted Uses.

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

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any

Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 7. SPECIAL FEATURES

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

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

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

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

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

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

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

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

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

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

## ARTICLE 8. INSURANCE

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

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

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

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

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

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

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

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

#### **ARTICLE 9. AMENDMENT OF DECLARATION**

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

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

#### **ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS**

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

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

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

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

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

## ARTICLE 11. RIGHTS OF DECLARANT

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

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

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

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

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

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

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

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

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

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

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

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

operation of law, to the new percentage interests in the Common Areas appurtenant to the Lot on which it has its lien.

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

## ARTICLE 12. REMEDIES

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

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

## ARTICLE 13. EASEMENTS

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

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

## ARTICLE 14. TERMINATION

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

## ARTICLE 15. CONSTRUCTION AND EFFECT

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

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

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

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

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]



**EXHIBIT A**

**Cardinal Ridge Phase 1**

Legal Description

1. The Subdivision consists of all Lots and Outlots in the Plat of Cardinal Ridge Subdivision, Village of Mukwonago, Waukesha County, Wisconsin.
2. Consisting of all the portions of the Subdivision:  
Lots 1 thru 23 and Outlots 1-3

**EXHIBIT B**

Final Plat for

Cardinal Ridge Subdivision Phase 1

As Attached

# CARDINAL RIDGE

BEING A PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 8142, ALONG WITH UNPLATTED LOTS ALL LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 19, TOWN 5 NORTH, RANGE 19 EAST, IN THE VILLAGE OF WILKINSON, WALKER COUNTY, WISCONSIN.

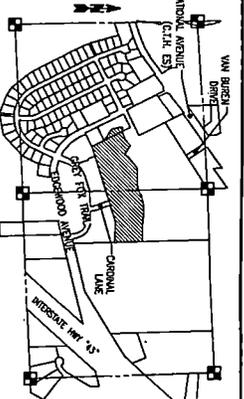
**BASINMENT RESTRICTION FOR GROUNDWATER NOTE:**

The undersigned hereby certifies that the proposed subdivision of the above described land into lots is in accordance with the provisions of the Wisconsin Groundwater Code, Chapter SPS 10.00, and that the proposed subdivision is in compliance with the provisions of the Wisconsin Groundwater Code, Chapter SPS 10.00, and that the proposed subdivision is in compliance with the provisions of the Wisconsin Groundwater Code, Chapter SPS 10.00.

These unrecorded plat maps are hereby approved for recording in the public records of the State of Wisconsin, subject to the provisions of the Wisconsin Groundwater Code, Chapter SPS 10.00, and the Wisconsin Groundwater Code, Chapter SPS 10.00.

Certified January 10, 2025

*Don Jones*  
 Department of Administration



## WETLAND PRESERVATION RESTRICTIONS:

1. The wetland areas shown on this map were identified as such on the basis of a field inspection conducted by the undersigned on or about the date of the field inspection. The wetland areas are shown in pink on this map.

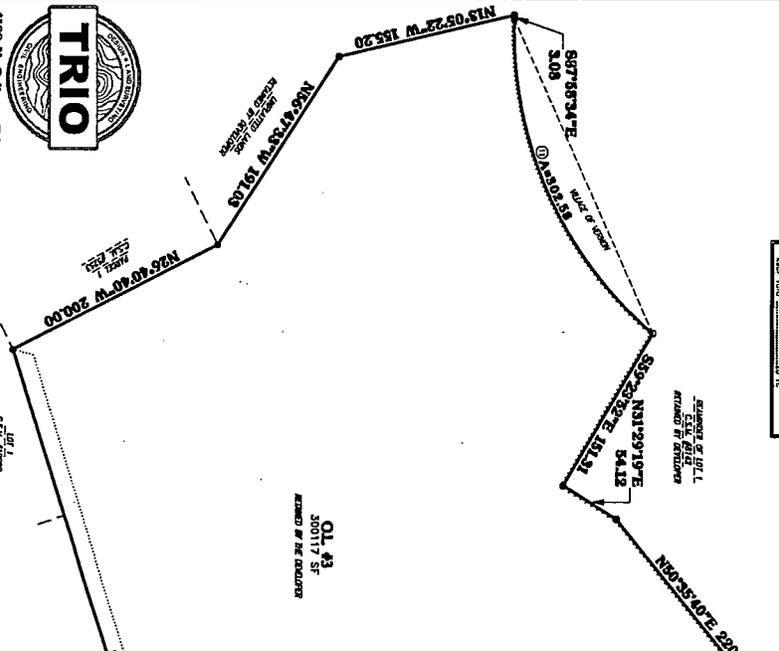
2. The wetland areas shown on this map are subject to the provisions of the Wisconsin Wetland Code, Chapter NR 111.00, and the Wisconsin Wetland Code, Chapter NR 111.00.

3. The wetland areas shown on this map are subject to the provisions of the Wisconsin Wetland Code, Chapter NR 111.00, and the Wisconsin Wetland Code, Chapter NR 111.00.

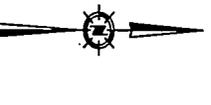
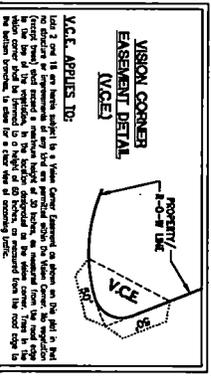
4. The wetland areas shown on this map are subject to the provisions of the Wisconsin Wetland Code, Chapter NR 111.00, and the Wisconsin Wetland Code, Chapter NR 111.00.

**OWNER:**  
 CARDINAL RIDGE, LLC  
 11111 WILKINSON AVENUE  
 WILKINSON, WI 54981  
 TEL: (920) 484-4324  
 FAX: (920) 484-4324

**ZONING DATA:**  
 ZONING DISTRICT: R-1  
 ZONING CODE: R-1  
 ZONING DISTRICT: R-1  
 ZONING CODE: R-1



4100 N. Calhoun Rd.  
 Brookfield, WI 53005  
 Phone: (262) 796-1441  
 Fax: (262) 796-1441  
 21-040-951-01



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

REVISED THIS 10TH DAY OF DECEMBER, 2024  
 DATED THIS 10TH DAY OF APRIL, 2024

SHEET 1 OF 2

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN )
COUNTY OF WAUKESHA ) SS
I, Fred W. Underman, Registered Land Surveyor, do hereby certify...

That I have surveyed, divided and ranged lands being a part of Lot 1 of Certified Survey Map Number 8142, along with UNPLATTED LOTS ALL LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 19, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF WILMONOWAG, WAUKESHA COUNTY, WISCONSIN.

That I have duly complied with the provisions of Chapter 238 of the Wisconsin Statutes and the subdivision regulations of the Village of Wilmonowag in surveying, dividing and ranging the same.

CORPORATE OWNERS' CERTIFICATE OF DEDICATION

CARDINAL RIDGE, LLC, a Wisconsin limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, do hereby certify that said limited liability company has caused the land described on this plat to be surveyed, divided and ranged as hereon shown on this plat, in accordance with the provisions of Chapter 238 of the Wisconsin Statutes and the subdivision regulations of the Village of Wilmonowag.

AGENTS WHO MAY OBTAIN:
1. Village of Wilmonowag
2. State of Wisconsin, Department of Administration
3. Waushara County, Department of Parks and Land Use

CARDINAL RIDGE, LLC
Byron Lindgren, President of Wilmonowag
Development, is Sole Member

STATE OF WISCONSIN )
COUNTY OF WAUKESHA ) SS

CARDINAL RIDGE CURVE TABLE

Table with columns: NO., CURVE, BEARS, CORNER, AREA, etc. containing curve data for various lots.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communication services is hereby granted by CARDINAL RIDGE, LLC, Grantor, to WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee.

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin Corporation, Grantor, and WISCONSIN GAS, LLC, a Wisconsin Corporation, Grantor, and Wisconsin Electric Power Company, a Wisconsin Corporation, Grantee.

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

VILLAGE BOARD APPROVAL

Resolved, that the plat of CARDINAL RIDGE, LLC, being located in a part of the Northwest 1/4 and Southeast 1/4 of Section 19, Town 5 North, Range 18 East, in the Village of Wilmonowag, Waushara County, Wisconsin, is hereby approved conditionally by the Village of Wilmonowag Board.

Fred Winkubsky, Village President

CERTIFICATE OF COUNTY TREASURER

I, Ronald F. Stevens, being duly elected, qualified and acting Treasurer of the County of Waushara, do hereby certify that the amount of \$200,000.00 is the amount of the tax levied on the land described on this plat, in accordance with the provisions of Chapter 238 of the Wisconsin Statutes and the subdivision regulations of the Village of Wilmonowag.

Ronald F. Stevens, County Treasurer

CERTIFICATE OF VILLAGE TREASURER

I, Diana Dytman, being duly appointed, qualified and acting Treasurer of the Village of Wilmonowag, do hereby certify that the amount of \$200,000.00 is the amount of the tax levied on the land described on this plat, in accordance with the provisions of Chapter 238 of the Wisconsin Statutes and the subdivision regulations of the Village of Wilmonowag.

Diana Dytman, Village Treasurer/Clerk

CONSENT OF CORPORATE MORTGAGEE

UNITED STATES BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, do hereby certify that the above described land, does hereby consent to the surveying, dividing, ranging and dedicating of the land described on this plat, and does hereby consent to the above certificate of CARDINAL RIDGE, LLC, surveyor, dated this 20th day of April, 2024.

UNITED STATES BANK

CONSENT OF CORPORATE MORTGAGEE

UNITED STATES BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, do hereby certify that the above described land, does hereby consent to the surveying, dividing, ranging and dedicating of the land described on this plat, and does hereby consent to the above certificate of CARDINAL RIDGE, LLC, surveyor, dated this 20th day of April, 2024.

UNITED STATES BANK

## Stormwater Management Practice Maintenance Agreement

Document Number

4861159

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

February 18, 2026 09:41 AM  
James R Behrend  
Register of Deeds

8 PGS  
TOTAL FEE:\$30.00  
TRANS FEE:\$0.00

Book Page -



Neumann Developments, Inc., as "Owner" of the property described below, in accordance with Chapter 14 Waukesha County Code of Ordinances and Chapter 34 Village of Mukwonago Code of Ordinances, agrees to install and maintain stormwater management practice(s) on the subject property in accordance with approved plans and Stormwater Permit conditions. The owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

**Exhibit A: Legal Description** of the real estate for which this Agreement applies ("Property").

**Exhibit B: Location Map(s)** – shows an accurate location of each stormwater management practice affected by this Agreement.

**Exhibit C: Maintenance Plan** – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction verification has been accepted by Waukesha County or Village of Mukwonago for all planned stormwater management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum may contain several additional exhibits.

Name and Return Address

Land Resources Division  
515 W Moreland Blvd, Rm AC260  
Waukesha, WI 53188

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

VNT 2091991005

Parcel Identification Number(s) – (PIN)

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the stormwater management practice(s) and drainage easements identified in Exhibit B in accordance with the maintenance plan contained in Exhibit C.
2. Upon written notification by Village of Vernon and/or Village of Mukwonago or their designee, the Owner(s) shall, at their own cost and within a reasonable time period determined by the Village of Vernon and/or Village of Mukwonago, have an inspection of the stormwater management practice conducted by a qualified professional, file a report with the Village of Vernon and/or Village of Mukwonago and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs.
3. In addition, and independent of the requirements under paragraph 2 above, the Village of Vernon and/or Village of Mukwonago, or its designee, is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Village of Vernon and/or Village of Mukwonago may require work to be done which differs from the report described in paragraph 2 above, if the Village of Vernon and/or Village of Mukwonago reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the Village of Vernon and/or Village of Mukwonago of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Vernon and/or Village of Mukwonago.
4. If the Owner(s) do not complete an inspection under 2 above or required maintenance or repairs under 3. above within the specified time period, the Village of Vernon and/or Village of Mukwonago is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Vernon and/or Village of Mukwonago, no notice shall be required prior to the Village of Vernon and/or Village of Mukwonago performing emergency maintenance or repairs. The Village of Vernon and/or Village of Mukwonago may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
5. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the Village of Vernon and/or Village of Mukwonago shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this 17<sup>th</sup> day of February, 2026.

Owner:



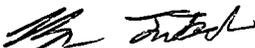
Bryan Lindgren

President, Neumann Developments Inc.

### Acknowledgements

State of Wisconsin:  
County of Waukesha

Personally came before me this 17<sup>th</sup> day of February, 2026, the above named Bryan Lindgren to me known to be the person who executed the foregoing instrument and acknowledged the same.



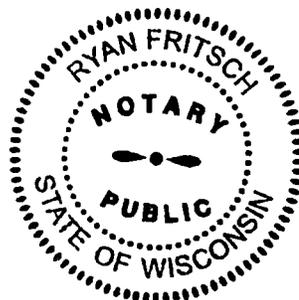
[Name] Ryan Fritsch

Notary Public, Waukesha County, WI

My commission expires: 3/9/2029

This document was drafted by:

Jayne L. Sisel, P.E.  
Sound Stormwater Design LLC  
Muskego, WI 53150



For Certification Stamp

## Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Date of Recording:  
Map Produced By: Trio Engineering LLC  
Legal Description:

### REZONING EXHIBIT "A"

#### LEGAL DESCRIPTION "A" (Lands to be rezoned to "R-3"):

All that part of Lot 1 of Certified Survey Map No. 8142, recorded in the Office of the Register of Deeds for Waukesha County on October 22, 1996, in Volume 71 of Certified Survey Maps, at Pages 23 through 25 inclusive, as Document No. 2166785, being located in a part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 19, Town 5 North, Range 19 East, in the Village of Vernon, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 19; Thence South 87°32'52" West and along the North line of the said Southeast 1/4 Section, 1902.96 feet to a point on the East line of said Lot 1 of Certified Survey Map No. 8142; Thence South 01°43'08" East and along the East line of said Lot 1 of said Certified Survey Map No. 8142, 952.16 feet to a point to the place of beginning of lands hereinafter described;

Thence continuing South 1°43'08" East and along the East line of said Lot 1 of said Certified Survey Map No. 8142, 404.35 feet to a point; Thence North 88°54'57" West, 292.78 feet to a point; Thence South 72°00'22" West, 1132.21 feet to a point on the Southeasterly line of Certified Survey Map No. 5253; Thence North 26°40'38" West and along the said existing Corporate Limits line, 200.00 feet to a point; Thence North 56°47'31" West and along the said existing Corporate Limits line, 191.03 feet to a point; Thence North 13°05'19" West and along the said existing Corporate Limits Line, 155.18 feet to a point; Thence South 88°14'25" East and along the said existing Corporate Limits Line, 3.07 feet to a point; Thence Northwesterly 302.58 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 333 feet, whose central angle is 52°03'40", and whose chord bears North 65°43'45" East, 292.27 feet to a point; Thence South 59°23'49" East and along the said existing Corporate Limits Line, 151.31 feet to a point; Thence North 31°29'21" East and along the said existing Corporate Limits Line, 54.12 feet to a point; Thence North 50°35'42" East and along the said existing Corporate Limits Line, 220.30 feet to a point; Thence South 89°39'13" East and along the said existing Corporate Limits Line, 195.07 feet to a point; Thence North 85°31'46" East and along the said existing Corporate Limits Line, 132.35 feet to a point; Thence North 50°39'11" East and along the said existing Corporate Limits Line, 82.26 feet to a point; Thence North 77°52'12" East and along the said existing Corporate Limits Line, 105.65 feet to a point; Thence North 81°19'56" East and along the said existing Corporate Limits Line, 110.16 feet to a point; Thence South 84°58'32" East and along the said existing Corporate Limits Line, 242.15 feet to a point; Thence North 88°16'52" East and along the said existing Corporate Limits Line, 200.00 feet to the point of beginning of this description.

Said Parcel contains 718,743 Square Feet (or 16.5000 Acres) of land, more or less.

## Exhibit A – Legal Description (continued)

### REZONING EXHIBIT “B”

#### LEGAL DESCRIPTION “A” (Lands to be rezoned to “R-3”):

All that part of Lot 1 of Certified Survey Map No. 8142, recorded in the Office of the Register of Deeds for Waukesha County on October 22, 1996, in Volume 71 of Certified Survey Maps, at Pages 23 through 25 inclusive, as Document No. 2166785, being located in a part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 19, Town 5 North, Range 19 East, in the Village of Vernon, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 19; Thence South 87°32'52" West and along the North line of the said Southeast 1/4 Section, 1902.96 feet to the place of beginning of lands hereinafter described;

Thence South 01°43'08" East and along the East line of said Lot 1 of said Certified Survey Map No. 8142, 952.16 feet to a point; Thence South 88°16'52" West and along the existing Corporate Limits line, 200.00 feet to a point; Thence North 84°58'32" West and along the said existing Corporate Limits line, 242.15 feet to a point; Thence South 81°19'56" West and along the said existing Corporate Limits line, 110.16 feet to a point; Thence South 77°52'12" West and along the said existing Corporate Limits line, 105.65 feet to a point; Thence South 50°39'11" West and along the said existing Corporate Limits line, 82.26 feet to a point; on the West line of the said Southeast 1/4 Section; Thence South 85°31'46" West and along the said West line and said existing Corporate Limits line, 132.35 feet to a point; Thence North 89°39'13" West and along the said existing Corporate Limits line, 195.07 feet to a point; Thence South 50°35'42" West, 220.30 feet to a point; Thence South 31°29'21" West and along the said existing Corporate Limits line, 54.12 feet to a point; Thence North 59°23'49" West and along the said existing Corporate Limits line, 151.31 feet to a point; Thence Southwesterly 305.65 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 333.07 feet, whose central angle is 52°34'47", and whose chord bears South 65°59'28" West, 295.04 feet to a point; Thence South 13°05'19" East and along the said existing Corporate Limits line, 155.18 feet to a point; Thence South 56°47'31" East and along the said existing Corporate Limits line, 191.03 feet to a point; Thence South 63°19'22" West, 250.80 feet to a point; Thence North 26°40'38" West and along said existing Corporate Limits line, 482.88 feet to a point; Thence North 63°19'22" East and along said existing Corporate Limits line, 407.95 feet to a point; Thence North 26°40'38" West and along said existing Corporate Limits line, 409.98 feet to a point on the Southeasterly line of Certified Survey Map No. 11850; Thence North 56°44'10" East and along the said existing Corporate Limits line, 645.76 feet to a point; Thence North 56°44'10" East and along the said Southeasterly line, 487.73 feet to a point marking the Center of said Section 19; Thence North 87°32'52" East and along the said North line of the said Southeast 1/4 Section, 732.00 feet to the point of beginning of this description.

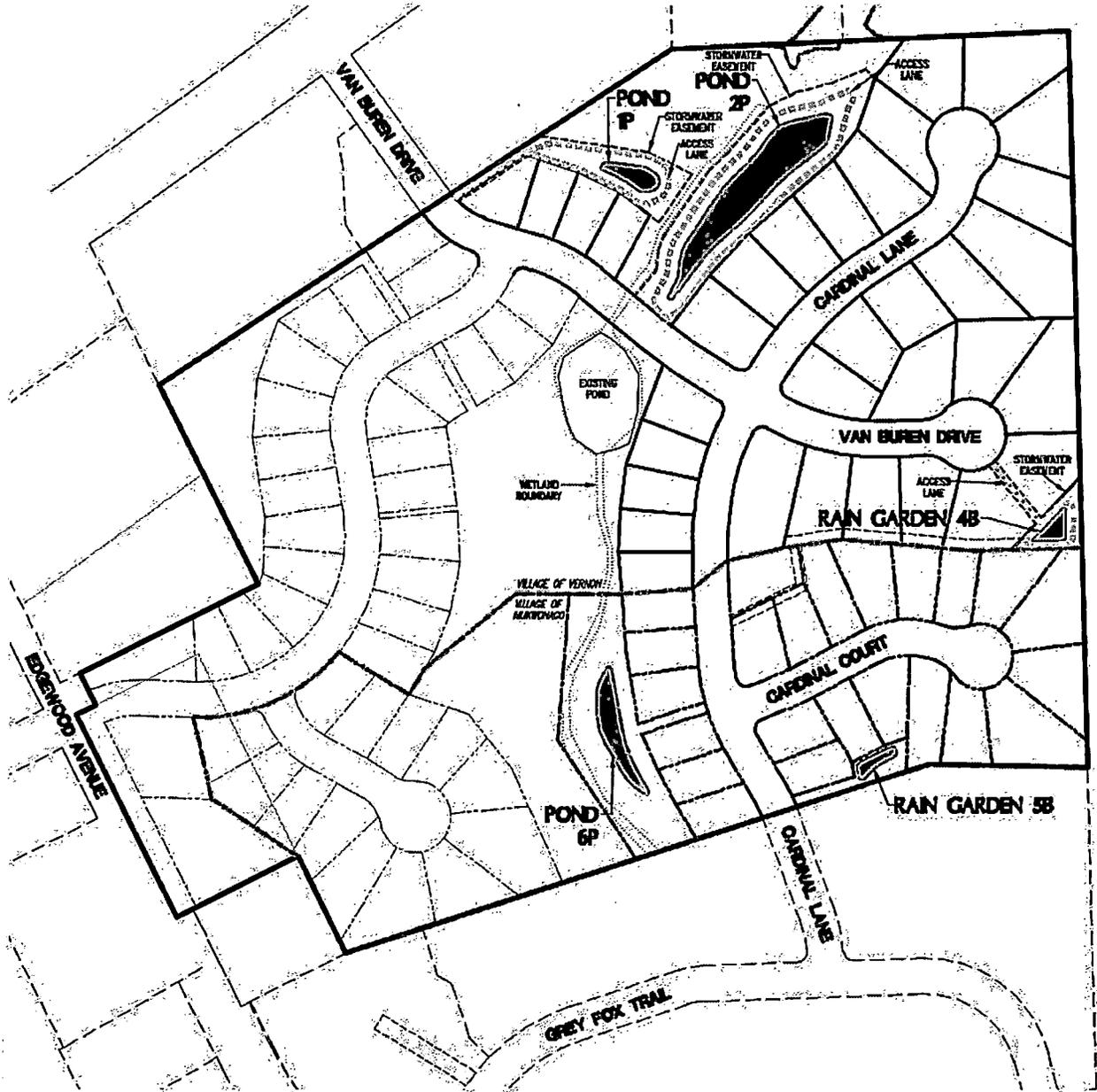
Said Parcel contains 1,511,059 Square Feet (or 34.6891 Acres) of land, more or less.

## Exhibit B - Location Map

### Stormwater Management Practices Covered by this Agreement

The stormwater management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. All of the noted stormwater management practices are located within a drainage easement, as noted in Exhibit A.

Stormwater Practices: Ponds (3), Rain Gardens (2), Grass Swales  
Location of Practices: Outlots as represented on the Cardinal Ridge Final Plat



## Exhibit C

### Stormwater Practice Maintenance Plan

This exhibit explains the basic function of each of the stormwater practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater practices for maintenance vehicles is shown in Exhibit B. Any failure of a stormwater practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the Village of Vernon and/or Village of Mukwonago.

#### **System Description:**

The stormwater management system includes three (3) ponds, two (2) rain gardens, and all associated pipes, outlet control structures, grass swales, earthen berms, and other components of these practices. The ponds and rain gardens are designed to trap over 80% of sediment in runoff and maintain pre-development downstream peak flows. In addition, the rain gardens are designed to reduce runoff volumes from the site by intercepting runoff and allowing it to slowly seep (infiltrate) into the underlying soil and groundwater. Vigorous vegetation cover of native plants and grasses within the rain gardens is essential to long-term function of these systems. All orifices, outlet structures, pipes, and spillways must be maintained as specified in this Agreement.

“As-built” construction drawings of the ponds and rain gardens, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after Waukesha County and/or Village of Vernon accepts verification of construction from the project engineer.

#### **Minimum Maintenance Requirements – Ponds:**

To ensure the proper long-term function of the stormwater management practices described above, the following activities must be completed:

1. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice. Any blockage must be removed immediately.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream ponds. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
6. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
7. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the pond and deposited where it cannot drain back into the pond. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
8. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
9. When sediment in the ponds has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the pond. Failure to remove sediment from the ponds will cause resuspension of previously trapped sediments and increase downstream deposition.
10. No grading or filling of the pond or berm other than for sediment removal is allowed, unless otherwise approved by the Village of Vernon and/or Village of Mukwonago.

## Exhibit C

### Stormwater Practice Maintenance Plan (continued)

11. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the ponds may attract nuisance populations of geese to the property and is not necessary or recommended.
12. Any other repair or maintenance needed to ensure the continued function of the stormwater practices or as ordered by the Village of Vernon and/or Village of Mukwonago under the provisions listed on page 1 of this Agreement.
13. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
  - Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
  - If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet.
  - Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
  - Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

#### Minimum Maintenance Requirements – Rain Gardens:

To ensure the proper function of rain gardens, the following list of maintenance activities are recommended:

1. A minimum of 70% soil cover made up of native grasses must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing and controlled burning every 5 to 10 years is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
  - For the first year, cut to a 6” height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mowed below a 6” height. Remove excessive accumulation of clippings to avoid smothering next year’s seedlings.
  - After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12” to avoid damage to the warm season plants.
  - Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.
  - Any major bare areas or areas taken over by nonnative species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glyphosphate in accordance with manufacture’s instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2” and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. The rain gardens and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
  - If soil testing or observations show that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.

## Exhibit C

### Stormwater Practice Maintenance Plan (continued)

- If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
- 3. All flow control devices must be kept free of debris. Any blockage must be removed immediately.
- 4. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
- 5. Heavy equipment and vehicles must be kept off of the bottom and side slopes of basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the rain garden, resulting in ponding and possible growth of wetland plants.
- 6. No trees are to be planted or allowed to grow on the earthen berms or the bottom of the rain garden. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. The rain garden must be inspected annually and any woody vegetation removed.
- 7. Grass swales leading to the rain garden shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling of swales is permitted.
- 8. No grading or filling of the rain garden or berms other than for sediment removal is allowed, unless otherwise approved by the Village of Vernon and/or Village of Mukwonago.
- 9. Periodic mowing of grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
- 10. Any other repair or maintenance needed to ensure the continued function of the rain garden as ordered by the Village of Vernon and/or Village of Mukwonago under the provisions listed on page 1 of this Agreement.

## Stormwater Management Practice Maintenance Agreement

Document Number

Cardinal Ridge, LLC, as "Owner" of the property described below, in accordance with Chapter 14 Waukesha County Code of Ordinances and Chapter 34 Village of Mukwonago Code of Ordinances, agrees to install and maintain stormwater management practice(s) on the subject property in accordance with approved plans and Stormwater Permit conditions. The owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

**Exhibit A: Legal Description** of the real estate for which this Agreement applies ("Property").

**Exhibit B: Location Map(s)** – shows an accurate location of each stormwater management practice affected by this Agreement.

**Exhibit C: Maintenance Plan** – prescribes those activities that must be carried out to maintain compliance with this Agreement.

**Note:** After construction verification has been accepted by Waukesha County or Village of Mukwonago for all planned stormwater management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum may contain several additional exhibits.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the stormwater management practice(s) and drainage easements identified in Exhibit B in accordance with the maintenance plan contained in Exhibit C.
2. Upon written notification by Village of Vernon and/or Village of Mukwonago or their designee, the Owner(s) shall, at their own cost and within a reasonable time period determined by the Village of Vernon and/or Village of Mukwonago, have an inspection of the stormwater management practice conducted by a qualified professional, file a report with the Village of Vernon and/or Village of Mukwonago and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs.
3. In addition, and independent of the requirements under paragraph 2 above, the Village of Vernon and/or Village of Mukwonago, or its designee, is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Village of Vernon and/or Village of Mukwonago may require work to be done which differs from the report described in paragraph 2 above, if the Village of Vernon and/or Village of Mukwonago reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the Village of Vernon and/or Village of Mukwonago of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Vernon and/or Village of Mukwonago.
4. If the Owner(s) do not complete an inspection under 2 above or required maintenance or repairs under 3. above within the specified time period, the Village of Vernon and/or Village of Mukwonago is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Vernon and/or Village of Mukwonago, no notice shall be required prior to the Village of Vernon and/or Village of Mukwonago performing emergency maintenance or repairs. The Village of Vernon and/or Village of Mukwonago may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
5. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the Village of Vernon and/or Village of Mukwonago shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

4806525

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

February 27, 2025 11:44 AM

James R Behrend  
Register of Deeds

7 PGS

TOTAL FEE: \$30.00

TRANS FEE: \$0.00

Book Page -



Name and Return Address

Land Resources Division  
515 W Moreland Blvd, Rm AC260  
Waukesha, WI 53188

MUKV2091991006

Parcel Identification Number(s) – (PIN)

Dated this 19<sup>th</sup> day of February, 2025.

Owner:

  
\_\_\_\_\_

\_\_\_\_\_  
Bryan Lindgren  
President, Neumann Development Inc, sole member

### Acknowledgements

State of Wisconsin:  
County of Waukesha

Personally came before me this 19<sup>th</sup> day of February, 2025, the above named Bryan Lindgren to me known to be the person who executed the foregoing instrument and acknowledged the same.



\_\_\_\_\_  
[Name] Ryan Fritsch  
Notary Public, Waukesha County, WI  
My commission expires: 3/4/2025

**This document was drafted by:**

Jayne L. Sisel, P.E.  
Sound Stormwater Design LLC  
Muskego, WI 53150



*For Certification Stamp*

## Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Date of Recording:  
Map Produced By: Trio Engineering LLC  
Legal Description: See Below

### LEGAL DESCRIPTION

All that part of Lot 1 of Certified Survey Map No. 8142, recorded in the Office of the Register of Deeds for Waukesha County on October 22, 1996, in Volume 71 of Certified Survey Maps, at Pages 23 through 25 inclusive, as Document No. 2166785, being located in a part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 19, Town 5 North, Range 19 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 19; Thence South 87°32'52" West and along the North line of the said Southeast 1/4 Section, 1902.96 feet to a point on the East line of said Lot 1 of Certified Survey Map No. 8142; Thence South 01°43'08" East and along the East line of said Lot 1 of said Certified Survey Map No. 8142, 952.16 feet to a point to the place of beginning of lands hereinafter described;

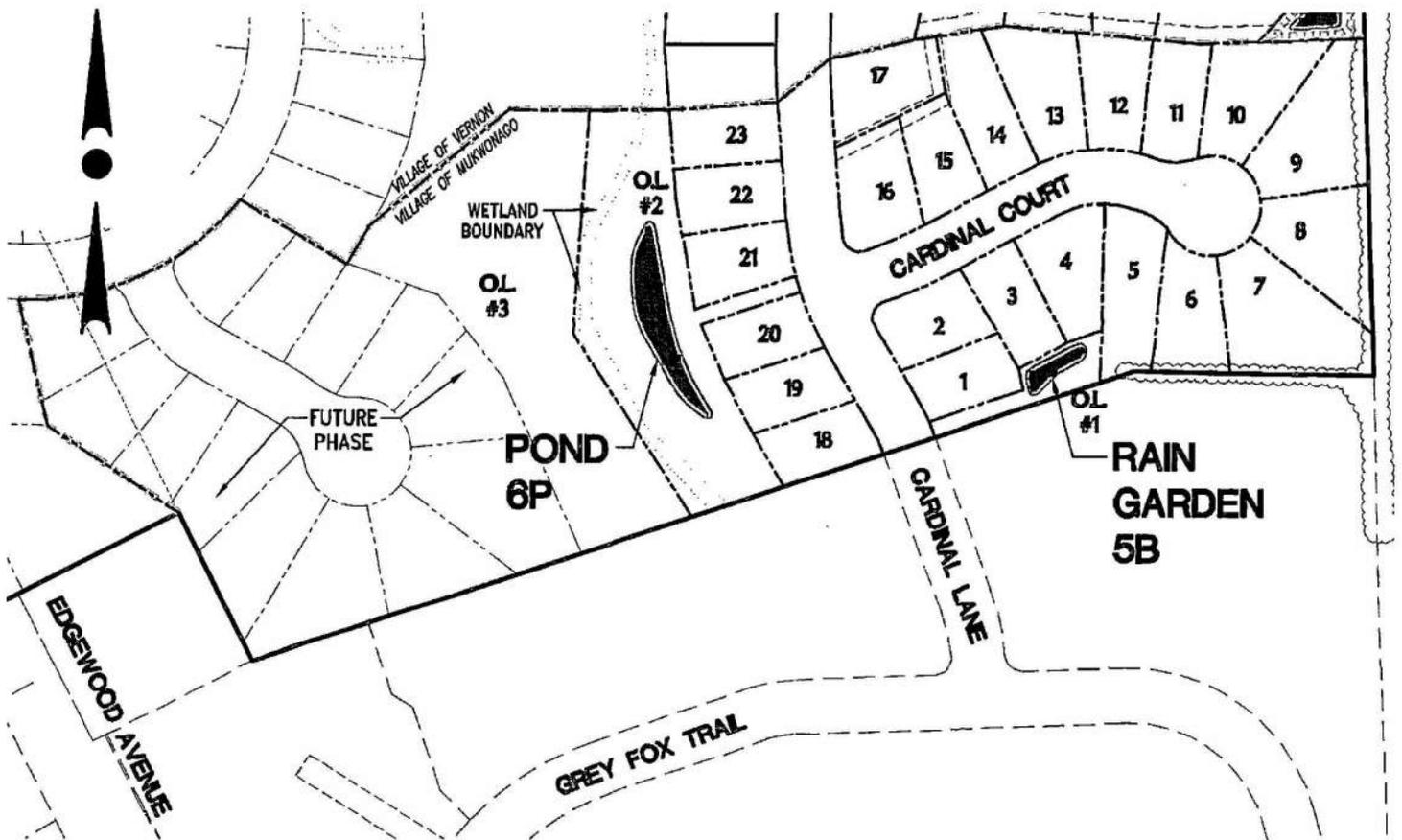
Thence continuing South 1°43'08" East and along the East line of said Lot 1 of said Certified Survey Map No. 8142, 404.35 feet to a point; Thence North 88°54'57" West, 292.78 feet to a point; Thence South 72°00'22" West, 1132.21 feet to a point on the Southeasterly line of Certified Survey Map No. 5253; Thence North 26°40'38" West and along the said existing Corporate Limits line, 200.00 feet to a point; Thence North 56°47'31" West and along the said existing Corporate Limits line, 191.03 feet to a point; Thence North 13°05'19" West and along the said existing Corporate Limits Line, 155.18 feet to a point; Thence South 88°14'25" East and along the said existing Corporate Limits Line, 3.07 feet to a point; Thence Northeasterly 302.58 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 333 feet, whose central angle is 52°03'40", and whose chord bears North 65°43'45" East, 292.27 feet to a point; Thence South 59°23'49" East and along the said existing Corporate Limits Line, 151.31 feet to a point; Thence North 31°29'21" East and along the said existing Corporate Limits Line, 54.12 feet to a point; Thence North 50°35'42" East and along the said existing Corporate Limits Line, 220.30 feet to a point; Thence South 89°39'13" East and along the said existing Corporate Limits Line, 195.07 feet to a point; Thence North 85°31'46" East and along the said existing Corporate Limits Line, 132.35 feet to a point; Thence North 50°39'11" East and along the said existing Corporate Limits Line, 82.26 feet to a point; Thence North 77°52'12" East and along the said existing Corporate Limits Line, 105.65 feet to a point; Thence North 81°19'56" East and along the said existing Corporate Limits Line, 110.16 feet to a point; Thence South 84°58'32" East and along the said existing Corporate Limits Line, 242.15 feet to a point; Thence North 88°16'52" East and along the said existing Corporate Limits Line, 200.00 feet to the point of beginning of this description.

Said Parcel contains 718,743 Square Feet (or 16.5000 Acres) of land, more or less.

### Exhibit B - Location Map Stormwater Management Practices Covered by this Agreement

The stormwater management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. All of the noted stormwater management practices are located within a drainage easement, as noted in Exhibit A.

- Stormwater Practices: Ponds (1), Rain Gardens (1), Grass Swales  
Location of Practices: Outlots as represented on the Cardinal Ridge Final Plat



## Exhibit C

### Stormwater Practice Maintenance Plan

This exhibit explains the basic function of each of the stormwater practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater practices for maintenance vehicles is shown in Exhibit B. Any failure of a stormwater practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the Village of Mukwonago.

#### **System Description:**

The stormwater management system includes one (1) pond, one (1) rain garden, and all associated pipes, outlet control structures, grass swales, earthen berms, and other components of these practices. The ponds and rain gardens are designed to trap over 80% of sediment in runoff and maintain pre-development downstream peak flows. In addition, the rain gardens are designed to reduce runoff volumes from the site by intercepting runoff and allowing it to slowly seep (infiltrate) into the underlying soil and groundwater. Vigorous vegetation cover of native plants and grasses within the rain gardens is essential to long-term function of these systems. All orifices, outlet structures, pipes, and spillways must be maintained as specified in this Agreement.

“As-built” construction drawings of the ponds and rain gardens, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after Waukesha County accepts verification of construction from the project engineer.

#### **Minimum Maintenance Requirements – Ponds:**

To ensure the proper long-term function of the stormwater management practices described above, the following activities must be completed:

1. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice. Any blockage must be removed immediately.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream ponds. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
6. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
7. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the pond and deposited where it cannot drain back into the pond. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
8. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
9. When sediment in the ponds has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the pond. Failure to remove sediment from the ponds will cause resuspension of previously trapped sediments and increase downstream deposition.
10. No grading or filling of the pond or berm other than for sediment removal is allowed, unless otherwise approved by the Village of Vernon or Village of Mukwonago.

## Exhibit C

### Stormwater Practice Maintenance Plan (continued)

11. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the ponds may attract nuisance populations of geese to the property and is not necessary or recommended.
12. Any other repair or maintenance needed to ensure the continued function of the stormwater practices or as ordered by the Village of Mukwonago under the provisions listed on page 1 of this Agreement.
13. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
  - Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
  - If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet.
  - Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
  - Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

#### Minimum Maintenance Requirements – Rain Gardens:

To ensure the proper function of rain gardens, the following list of maintenance activities are recommended:

1. A minimum of 70% soil cover made up of native grasses must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing and controlled burning every 5 to 10 years is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
  - For the first year, cut to a 6" height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mowed below a 6" height. Remove excessive accumulation of clippings to avoid smothering next year's seedlings.
  - After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12" to avoid damage to the warm season plants.
  - Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.
  - Any major bare areas or areas taken over by nonnative species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glyphosphate in accordance with manufacture's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. The rain gardens and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
  - If soil testing or observations show that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.

## **Exhibit C**

### **Stormwater Practice Maintenance Plan (continued)**

- If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
- 3. All flow control devices must be kept free of debris. Any blockage must be removed immediately.
- 4. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
- 5. Heavy equipment and vehicles must be kept off of the bottom and side slopes of basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the rain garden, resulting in ponding and possible growth of wetland plants.
- 6. No trees are to be planted or allowed to grow on the earthen berms or the bottom of the rain garden. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. The rain garden must be inspected annually and any woody vegetation removed.
- 7. Grass swales leading to the rain garden shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling of swales is permitted.
- 8. No grading or filling of the rain garden or berms other than for sediment removal is allowed, unless otherwise approved by the Village of Mukwonago.
- 9. Periodic mowing of grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
- 10. Any other repair or maintenance needed to ensure the continued function of the rain garden as ordered by the Village of Mukwonago under the provisions listed on page 1 of this Agreement.