

**FIRST AMENDMENT
TO THE MASTER
DECLARATION OF
PROTECTIVE COVENANTS,
CONDITIONS, AND
RESTRICTIONS OF THE
VISTA RUN COMMUNITY**

4877573

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

May 22, 2026 03:54 PM
James R Behrend
Register of Deeds

4 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00
Exemption:N
Book Page -



This First Amendment The Master Declaration of Covenants, Conditions, and Restrictions of The Vista Run Master Association (the "First Amendment") is made this 21st day of May, 2026, by Vista Run, LLC ("Declarant"), a Wisconsin limited liability company.

RECITALS

A. Vista Run, LLC created that certain Master Declaration of Covenants, Conditions, and Restrictions of The Vista Run Master Association dated November 16th, 2021 and recorded on November 18th, 2021 as Document No. 4633915 in the office of the Register of Deeds of Waukesha County, Wisconsin (the "Declarations"). The Declarations encumber certain real property located in the Village of Sussex (the "Village"), Waukesha County; and

Name and Return Address:

Vista Run, LLC
c/o Neumann Developments, Inc.
N27 W24025 Paul Court,
Suite 100
Pewaukee, WI 53072

Tax Key No(s): SUXV 0227999009

B. Vista Run, LLC recorded the Final Plat for the Vista Run Subdivision on November 18, 2021 as Document No. 4633913 in the office of the Register of Deeds of Waukesha County, Wisconsin (the "Subdivision"); and

C. Vista Run, LLC is the Owner of Outlot 6 of the Final Plat for the Vista Run Subdivision; and

D. Outlot 6 of the Final Plat for the Vista Run Subdivision is explicitly excluded from the Declarations; and

E. The Declarations Section 9.1 states Declarant reserves the right to develop individual portions of the Property for the purposes other than the three Developments originally contemplated, and Declarant, acting alone, shall have the right and authority to amend said Declaration by recording a document with the Register of Deeds of Waukesha County; and

F. Declarant hereby desires to subject Outlot 6 to the Declarations to accommodate a future Expansion Area eventually consisting of a twenty six (26) unit, two-story condominium residential community and othe related improvements that shall benefit from and oblige to the terms and conditions of the Declarations, as may be amended. The Expansion Area shall remain as such until a condominium plat applied to Outlot 6 shall establish initial units and rights of condominium

expansion. Owners of units within the future condominium shall each have an equal and fractional interest in common areas as established by the Subdivision, the Declarations, and their amendments.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the Declarations are hereby amended as follows:

1. Outlot 6. "Outlot 6" as created by the Vista Run Plat, is hereby included within these Covenants.
2. Condominium. "Condominium" shall mean one of three portions of the Property subjected to a condominium declaration under the Wisconsin Condominium Ownership Act. The Towns East at Vista Run Condominium ("Towns East") shall be added as the third Condominium subjected to a condominium declaration.
3. Condominium Association. "The Towns East Association", being The Towns East at Vista Run Condominium Association, Inc., shall be added as a third nonprofit association incorporated to govern a Condominium in the Vista Run Community.
4. Members. "Members" shall include a fourth entity, The Towns East at Vista Run Condominium Association, Inc., to comprise the Master Association.
5. Membership and Voting. Section 2.2 of the Declaration is amended in its entirety to read as follows:

The Reserve Association, The Towns Association, and The Towns East Association shall designate (1) one member each to be a "Member Representative" of the Master Association. The Homeowners Association shall designate (2) two members to be a "Member Representative". The Member Representatives shall represent their respective Association at Master Association meetings of the Members. In the Master Association, each of the five Members shall be entitled to one vote.
6. Expansion Area: the Expansion Area is as described on Exhibit A; consisting of Outlot #6, is hereby added to the Subdivision.
7. Ratification of Declaration: Except as expressly modified by this First Amendment, all other terms of the Declarations, as may be amended, shall remain in full force and effect and binding upon the parties hereto. In the event of any conflict or inconsistency between the terms and conditions of this First Amendment and the Declarations, as may be amended, the terms and conditions of this First Amendment shall control and govern. In all other respects, the terms and conditions of the Declarations are hereby ratified in their entirety and shall remain in full force and effect according to its terms.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A

LEGAL DESCRIPTION OF VISTA RUN SUBDIVISION

All of Lot 4 except Outlot 6 of Certified Survey Map No. 12082, being part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21, and the Northeast 1/4 of the Northwest 1/4 of Section 28, T8N, R19E, Village of Sussex, Waukesha County, Wisconsin more particularly described as follows:

All of Lot 4 of Certified Survey Map No. 12082. Except Outlot 6 as created by the Vista Run Subdivision Plat.

Said lands contain 3,547,041 Sq. Ft. or 81.42 Acres to the meander line, 3,656,640 Sq.Ft. or 83.94 Acres more or less to the centerline of the creek.

EXPANSION AREA

Being all of Outlot 6 of Vista Run recorded as Document No. 4633913 Vol. 55 pg. 197-203 located in the Northwest 1/4, of the Southeast 1/4, of Section 21, Township 8 North, Range 19 East, in the Village of Sussex, Waukesha County, WI.

RESOLUTION ADOPTING BYLAWS AMENDMENT


Pursuant to Section 7.1 of the Bylaws of The Vista Run Master Association, Inc., Declarant Vista Run, LLC, as current holder of at least two-thirds (2/3) of all votes in the Association, adopts the attached Amendment to the Bylaws of The Vista Run Master Association, Inc.

Except as modified by this Amendment, the terms of the Bylaws remain in full force and effect. To the extent the terms of this Amendment are inconsistent with the terms of the Bylaws, the terms of this Amendment shall prevail.

Dated as of May 21st, 2026.

VISTA RUN, LLC

By:


Bryan Lindgren, Manager

**AMENDMENT TO BYLAWS OF
VISTA RUN MASTER ASSOCIATION, INC.**

Bylaws of Vista Run Master Association, Inc. are hereby amended as follows:

- 1.1 Application. This Association is a master association organized to administer the Vista Run Community and each of the four neighborhoods, which together constitute the Vista Run Community.
- 1.3 Members. "Members" shall include a fourth entity, The Towns East at Vista Run Condominium Association, Inc., to comprise the Master Association.
- 2.1 Voting. Vista Run Single Family Homeowners Association, Inc. is vested with two (2) votes in the Master Association, as two (2) member representatives shall be designated, which such Association administers. All Condominium Members are vested with one (1) vote in the Master Association, as one (1) member representative shall be designated, which such Associations administer. Condominium members consist of The Reserve at Vista Run Condominium Association, Inc.; The Towns at Vista Run Condominium Association, Inc.; and The Towns East at Vista Run Condominium Association, Inc.
- 4.1 Number and Qualification. Notwithstanding period of Declarant control and initial organization, the affairs of the Association shall be governed by a Board composed of five (5) persons.
- 5.1 Designation. The officers of the Association shall be a President, Vice President, Secretary Treasurer, and Member-at-Large, all of whom shall be elected by the Board and serve one-year terms.
- 5.5. Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such duties as imposed by the Board from time to time.
- 5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have the charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.
- 5.8 Member-at-Large. The Member-at-Large shall have full voting authority without a specified functioning role. The Member-at-Large shall assist in fulfilling duties assumed by the Board as deemed required.

**MASTER DECLARATION
OF COVENANTS,
CONDITIONS, AND
RESTRICTIONS OF
VISTA RUN COMMUNITY**

4633915

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

November 18, 2021 11:55 AM
James R Behrend
Register of Deeds

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

Book Page -



Name and Return Address:

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

Tax Key No(s):

SUXV 0227999009

This Master Declaration of Covenants, Conditions and Restrictions of The Vista Run Master Association (“Declaration”) is made and entered into by Vista Run, LLC.

RECITALS

A. Declarant owns certain real property, described on the attached Exhibit A and generally depicted on the site plan attached as Exhibit B (“Property”), upon which Declarant intends to construct or allow to be constructed or developed swimming pools, pool houses, parking areas, landscaping, signage and related amenities, a single family community eventually consisting of approximately two hundred and six (206) lots, a two storied townhome condominium project eventually consisting of thirty (30) residential units, and a single storied condominium project eventually consisting of fifty-eight (58) units and other related improvements, which shall include certain private drives, storm drainage facilities and other private utilities (collectively referred to as the “Development”). Outlot 6 as created by the Vista Run Plat is excluded from these Covenants.

B. By this Declaration. Declarant intends to subject such property, the buildings, and other improvements, whether presently or hereafter platted or constructed, to certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of such property, buildings, other improvements and all components thereof.

C. In the event of a discrepancy between this document and the declarations that govern the three communities and projects included herein, this Master Declaration shall control.

DECLARATION

NOW, THEREFORE. Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants

running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

ARTICLE 1 – DEFINITIONS

1.1 Board. “Board” or “Board of Directors” shall be the governing body of the Master Association, elected according to the bylaws.

1.2 Building. “Building” shall be any freestanding structure on the property.

1.3 Bylaws. “Bylaws” shall mean the Bylaws of the Master Association as adopted by the Board.

1.4 Common Areas. “Common Areas” shall consist of: (i) Outlot 4 which contains a swimming pool, pool house, parking lot, and other recreational amenities; (ii) landscaping measuring a distance of 30 feet from the end of the shoulder from Silver Spring Drive; and (iii) Landscaping and signage at the entrance to the Development. It is further contemplated that other “Common Areas” will be added in future phases of the development.

1.5 Condominium. “Condominium” shall mean one of the two portions of the Property subjected to a condominium declaration under the Wisconsin Condominium Ownership Act. Declarant intends to create two separate Condominiums to be known as The Towns at Vista Run Condominium (“Towns”), and The Reserve at Vista Run Condominium (“Reserve”), Each Condominium shall be governed by a “Condominium Association” being an association of unit owners organized pursuant to the Wisconsin Condominium Ownership Act.

1.6 Condominium Association. “Condominium Association” shall mean one of the nonprofit associations incorporated to govern a Condominium in the Vista Run Community. The Condominium Associations administering the various Condominiums are legally titled and shall be known in this Declaration as follows: “The Towns Association” being the Towns at Vista Run Condominium Association, Inc., and “The Reserve Association”, being The Reserve at Vista Run Condominium Association, Inc.

1.7 CSM. “CSM” is a certified survey map as recorded in the Register’s Office (as defined below) and comprising a portion of the Property. Initially, the Property is the subject of CSM Nos. 12082 lot 4 and will eventually encompass lot 2.

1.8 Declarant. “Declarant” shall mean Vista Run, LLC and the successors and assigns of Declarant pursuant to assignment in accordance with the Declaration.

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

1.10 Director. “Director” shall mean a member of the Board.

1.11 Homeowners Association. “Homeowners Association” shall mean The Vista Run Single Family Homeowners Association, Inc.

1.12 Lot. “Lot” is a home site upon which a single-family home is or can be built.

1.13 Master Association. “Master Association” shall mean The Vista Run Master Association, Inc.

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

1.15 Members. “Members” shall mean the three entities that comprise the Master Association to include the Vista Run Single Family Homeowners Association, Inc., the Towns at Vista Run Condominium Association, Inc. and the Reserve at Vista Run Condominium Association, Inc.

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

1.17 Mortgagee. “Mortgagee” shall mean the holder of a Mortgage.

1.18 Occupant. “Occupant” shall mean the Owner and any other person residing in a Unit or in a home constructed on a Lot.

1.19 Owner. “Owner” shall mean each fee simple owner of a Lot or Unit in the development, but if the Lot or Unit is the subject of a recorded land contract, then the Owner is the vendee under such land contract. Declarant is an Owner with respect to property to which it holds title.

1.20 Property. “Property” shall mean the real estate subject to this Declaration, as described and depicted on Exhibits A and B.

1.21 Recreation Area. “Recreation Area” is that certain area identified as Outlot #4 on Exhibit B and as shall be the subject of certain improvements that may include a swimming pool, pool house, playground and associated parking areas for the common use and enjoyment and subject to the common support through assessments levied under this Declaration of each Owner of a Lot or Unit.

1.22 Recreation Trail. “Recreation Trail” is that trail intended for pedestrian use only and located as depicted on Exhibit B.

1.23 Register’s Office. “Register’s Office” shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.

1.24 Rules. The “Rules” shall mean such rules, if any, as established by the Master Association governing the administration of the Common Areas.

1.25 Single Family. “Single Family” shall mean the Vista Run Single Family Development.

1.26 Storm Drainage Facilities. “Storm Drainage Facilities” shall mean storm detention ponds, catch basins, storm pipe, swales, and other storm facilities.

1.27 Unit. “Unit” is a unit in a Condominium.

ARTICLE 2. MASTER ASSOCIATION OF OWNERS

2.1 Administration. Prior to occupancy within the Development, Declarant shall establish the Master Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas. The Board may, but need not, from time to time adopt and amend Rules which, upon adoption, shall be binding on Owners and Occupants. The Board shall administer and enforce the Common Areas, this Declaration, the Bylaws, the Rules, and all other uses of and restrictions on the Property. Pending establishment of the Master Association, all powers of the Master Association shall be exercised by Declarant.

2.2 Membership and Voting. Each Condominium Association and Homeowners Association shall be a member of the Master Association and shall designate one of its Unit Owners to serve as its “Member Representative.” The Member Representative shall represent their respective Association at Master Association meetings of the Members. In the Master Association, each of the three Members shall be entitled to one vote.

2.3 Control of the Master Association. Notwithstanding anything in Section 2.2 or elsewhere in the Declaration or in the Bylaws, Declarant shall have the right to appoint and remove Member Representatives and Directors of the Master Association and to exercise any and all powers and responsibilities assigned to the Master Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (Wisconsin Statutes Chapter 181 as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot or Unit is conveyed to any person other than the Declarant; or (2) thirty (30) days after the conveyance by Declarant to purchasers of all of the Lots or Units; or (3) Declarant’s election to waive its rights to control.

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

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments. The Master Association shall annually adopt a budget of common expenses and levy assessments on each Member. Each Member shall be responsible for a proportionate share of such expenses, which share is the percentage equivalent of a fraction where the numerator is the number of Lots or Units in the particular Member Association and the denominator is one hundred and thirty (130) being the total number of Lots and Units in the first phase of the Development. As future phases are added to the Development, the proportionate share shall be adjusted based on the number of lots or units added. The Master Association may also levy (x) special assessments on each Member for any purpose for which a general assessment may be levied and (y) fines on any Member for the purpose of collecting any amounts due the Master Association or enforcing compliance of such Member with any provision of this Declaration, the Bylaws or any Rules.

3.2 Installments; Late Payments. General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement' Liens. If a Member defaults in any payment. the Master Association shall take appropriate measures as permitted by law. The defaulting Member shall be responsible for all costs incurred by the Master Association in seeking to enforce payment including the Master Association's reasonable attorneys' fees. Members shall be both personally liable for assessments or fines and a lien shall be imposed against all Lots or Units in the defaulting Member's Community for unpaid assessments. The lien shall be effective as of the recording date of a notice thereof in the Register's Office in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the way condominium liens are enforced. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Master Association incident to the collection of assessments or enforcement of liens.

3.4 Payment of Assessments by Declarant. During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills, or provide services, which would otherwise represent Master Association obligations to which regular assessments would be applied. Declarant shall be entitled to offset expenses incurred by Declarant in performing or paying for such Master Association obligations against assessments due on Declarant owned property, then Declarant shall be entitled to reimbursement from the Master Association.

3.5 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 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility. Each owner shall reimburse the Master Association for the cost of the Master Association's repair or replacement of any portion of the Common Areas damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees, or tenants.

4.2 Master Association Responsibility. The Master Association shall maintain in good condition and repair, replace and operate all of the Common Areas.

4.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 4. In the event the Master Association does not properly landscape or maintain any Common Area, or properly maintain any signage, the Municipality may send written notice to the Master Association indicating that the Municipality has determined that the Common Areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Municipality will perform such landscaping and/or maintenance if not properly done by the Master Association. The above-referenced notice shall give the Master Association a minimum of seven (7) days to correct the problem. If the Common Area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Municipality shall have the authority to landscape and/or maintain any such Common Area and/or sign referred to in said notice and shall have the right to charge the Owners on a pro rata basis for any costs incurred by the Municipality as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Owner within the period fixed by the Municipality, charges shall become a lien upon the Owner's Lot or Unit as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Owner's Lot or Unit as provided in Section 66.0627, Wis. Stats.

ARTICLE 5. INSURANCE

5.1 Master Association Insurance. The Master Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and such other policies and/or coverage as the Board deems necessary or advisable. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$500,000 per occurrence upon the filing of this Declaration. The limit shall be increased annually based on the Consumer Price Index.

5.2 Cost. Premiums for insurance obtained by the Master Association shall be a common expense, except that any increase in the rating or premium charged for any such insurance caused by the character or use of a Lot or Unit shall be allocated solely to its Owner.

5.3 Waiver. The Master Association and, by acceptance of a conveyance to a Lot or Unit, 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 precluded the Master Association from obtaining any policy of insurance at a reasonable and customary rate.

ARTICLE 6. AMENDMENT OF DECLARATION

6.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least seventy-five percent (75%) or more of the total votes of the Master Association then entitled to vote, provided however, that any amendments to the Declarations where the Municipality is involved may require the approval by the Municipality. No amendment shall adversely affect a special right or easement reserved to Declarant, without the express written consent of Declarant.

6.2 Procedures. Amendments shall be prepared and executed by the president of the Master Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one year after the amendment is recorded.

6.3 Termination. This Declaration shall be perpetual and run with the lands described on Exhibit A.

ARTICLE 7. REMEDIES FOR VIOLATION BY OWNER

7.1 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, subject to any other remedy provided by the Bylaws, or all the above, as a result of such noncompliance. The Master Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

7.2 Owner or Occupant Violation; Master 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 Master Association, the Master Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration, or other action as the Master Association deems necessary or appropriate. Expenses incurred therefor by the Master 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 3 of this Declaration. Once the Master 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 8. EASEMENTS

8.1 Right of Entry. A right of entry to each Condominium, Lot and Common Area or Outlot within, or adjacent to, any Condominium is reserved to the Master Association to service utility installations located on, in or under such property provided request for entry is made in advance and such entry is limited in scope to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Master Association onto any such property may be made immediately, whether the Owner or Occupant of such property is or is not present and without liability of the Master Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss causes because of such emergency

entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgement of those authorizing the entry, such entry was for emergency purposes.

8.2 Common Area Easements. The Master Association may grant easements over and through the Common Areas for such purposes the Master Association deems reasonable for the benefit of the Owners, provided the granted easement does not affect rights granted to the Village.

8.3 Drainage. An easement is reserved to Declarant and the Master Association over portions of the Property not intended for Unit construction for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements and vehicular and pedestrian success over such easement areas for maintenance or replacement.

8.4 Village Rights Regarding Easements. In the event the Master Association or Declarant does not exercise their right of entry in order to undertake repairs where necessary for the public health, safety and welfare, the Village of Sussex has the right, but not the obligation, to substitute itself for the Master Association or Declarant.

ARTICLE 9. DECLARANT'S RESERVED RIGHT; TERMINATION

9.1 DECLARANT'S RESERVED RIGHT. Notwithstanding anything in this Declaration to the contrary, Declarant reserves the right to develop individual portions of the Property for the purposes other than the three Developments contemplated herein. Such right shall be exercisable by Declarant at any time during which Declarant owns all portions of the Property as to be subject to such alternative development, provided approval is granted by the Village of Sussex. Upon Declarant's exercise of such right, Declarant, acting alone, shall have the right and authority to amend this Declaration respecting the easements herein reserved and the allocation of assessments for Common Areas maintenance as contained in Article 3 in an equitable manner.

ARTICLE 10. CONSTRUCTION AND EFFECT

10.1 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.

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

10.3 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.


10.4 Remedies. All remedies herein are cumulative.

10.5 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be expressed 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.

10.6 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 at the Register's Office. Upon any assignment of all rights reserved hereunder to Declarant to a transferee, the transferor under such assignment shall be relieved of any and all further liability under this Declaration.

DECLARANT:

VISTA RUN, LLC

By: 

Name/Title: Steve DeCleene, HOA President


ACKNOWLEDGEMENT

State of WISCONSIN)

) SS.

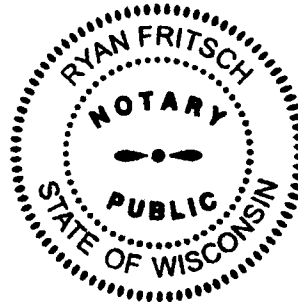
County of WAUKESHA)

Personally came before me on this 16th day of November, 2021, the above-named Steve DeCleene, as the President of Vista Run, LLC, to me known to be the person executed the foregoing instrument in such capacity and acknowledged the same.



Name: Ryan Fritsch

My Commission Expires: 7/4/2025



Drafted By: Eric Obarski

EXHIBIT A

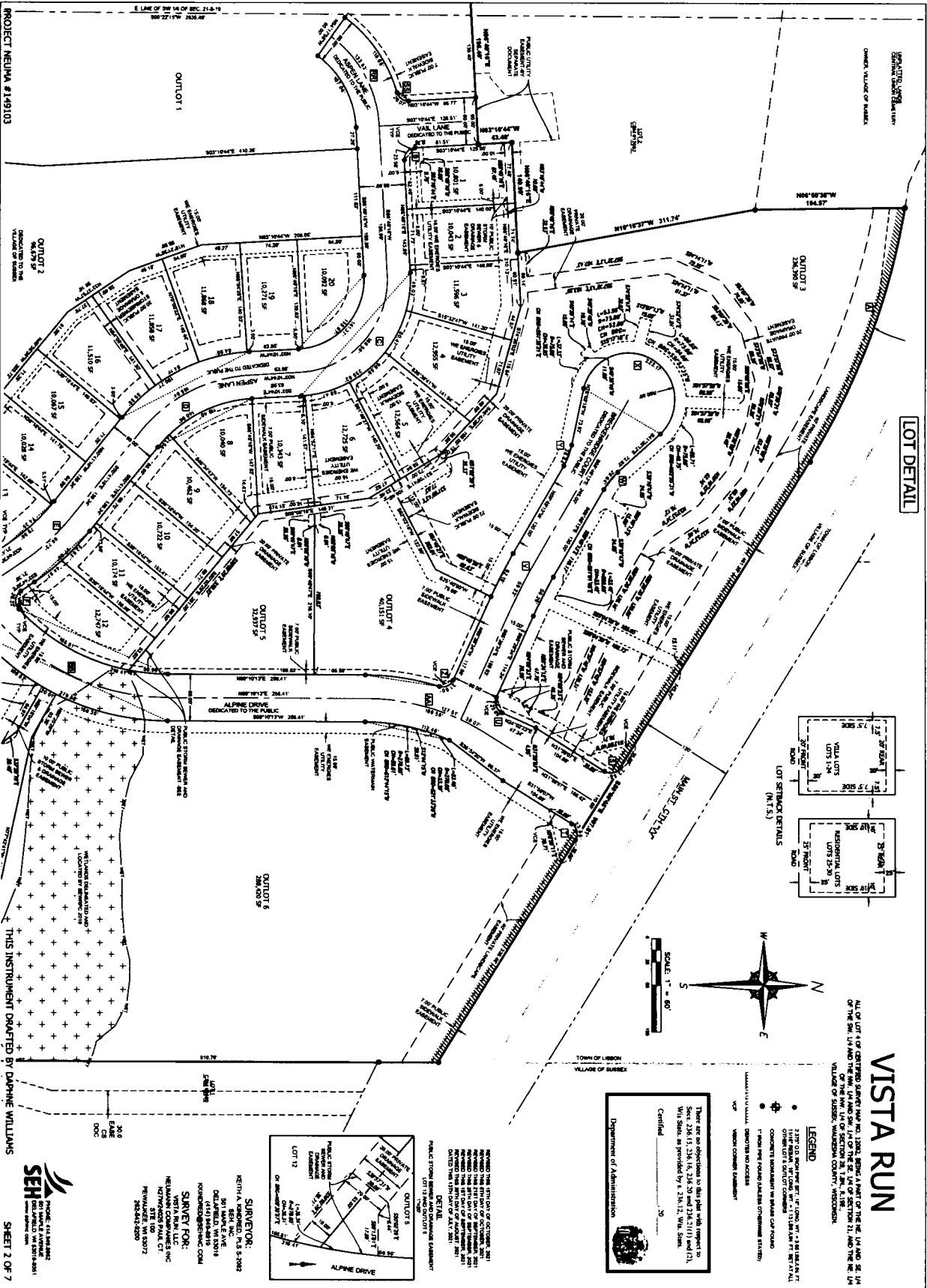
All of Lot 4 except outlet 6 of Certified Survey Map No. 12082, being part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21, and the Northeast 1/4 of the Northwest 1/4 of Section 28, T8N, R19E, Village of Sussex, Waukesha County, Wisconsin more particularly described as follows:

All of Lot 4 of Certified Survey Map No. 12082. Except Outlet 6 as created by the Vista Run Subdivision Plat
Said lands contain 3,547,041 Sq. Ft. or 81.42 Acres to the meander line, 3,656,640 Sq.Ft. or 83.94 Acres more or less to the centerline of the creek.

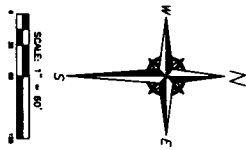
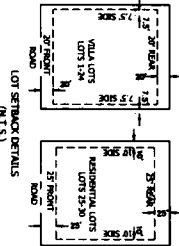
EXHIBIT B

Final Plat for Vista Run

**Please note the attached plat may not be sufficiently legible due to size.
(For reference purposes only)**



LOT DETAIL



ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 13282, BEING A PART OF THE NE 1/4 AND SE 1/4 OF THE SW 1/4 AND THE SW 1/4 AND SW 1/4 OF SECTION 21, AND THE NE 1/4 AND SE 1/4 OF SECTION 22, AND THE NE 1/4 AND SE 1/4 OF SECTION 23, TOWNSHIP 12N, RANGE 12E, COUNTY OF SUSSEX, WISCONSIN.

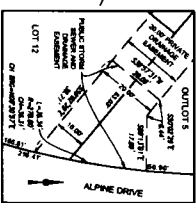
VISTA RUN

- LEGEND**
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There are no objections to this plan with respect to
 Sheet 238.15, 238.16, 238.20 and 238.21(1) and (2),
 Wis. Stat., as provided by s. 238.12, Wis. Stat.

Certified _____
 Notary Public

Department of Administration



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 WEST WAVER, WI 53190-1801
 WWW.SEH.COM

SHEET 2 OF 7

