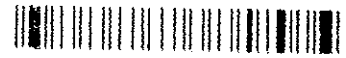


HILLSIDE VIEW
DECLARATION OF
RESTRICTIONS
AND
COVENANTS

DOC# 1114800



Recorded
JAN. 03, 2006 AT 02:40:00PM
SHARON A. MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$57.00

THIS DECLARATION, made this 30th day of November, 2005, by WEXFORD HEIGHTS, LP, hereinafter referred to as "DEVELOPER."

WITNESSETH:

WHEREAS, DEVELOPER owns all the land which has been platted as "Hillside View" a subdivision located in the Village of Germantown, hereinafter referred to as "Hillside View", consisting of 8 residential single family lots and 1 commercial lot.

WHEREAS, DEVELOPER desires to subject Hillside View subdivision to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, for the benefit of said Subdivision and for the benefit of each Lot Owner in said Subdivision:

NOW, THEREFORE, DEVELOPER HEREBY DECLARES that the real property hereafter described in Article II, Section 2.01 shall be used, held, transferred, sold and conveyed subject to the conditions set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof as covenants running with the land and shall apply to and bind all successors in interest, users and owners thereof.

Return To: Richard A. Rechlicz, Esq.
Ladewig, Rechlicz & Iggen
N88 W15125 Main Street
Menomonee Falls, WI 53051
57-24

ARTICLE I
DEFINITIONS

1.01

- (a) "Association" shall mean the Hillside View Home Owner's Association, an unincorporated association, created under Article IV, Section 4.01 of this Declaration.
- (b) "Architectural Control Committee" (hereinafter referred to as "Committee") shall mean the Committee referred to in Article V and created under this Declaration, comprised of those persons elected in accordance with Section 5.01 serving as Members of said Committee.
- (c) "Commercial Lot" shall mean Lot 9.
- (d) "Developer" shall mean Wexford Heights, LP, as well as any Successor-Developer. Developer hereby expressly reserves the right to appoint, in writing, a third party to act as his agent to carry out Developer's duties and responsibilities.
- (e) "Dwelling" shall mean a residential building which contains one family and is limited solely to residential purposes and which shall not include any attached garage.
- (f) "Family" shall mean one or more persons related by blood, adoption or marriage living, cooking, sleeping and eating on premises as a single housekeeping group and shall exclude a group of persons where three or more persons are not so related or engaged as household employees.

(g) "Lot" shall mean a platted residential lot within Hillside View (Lots 1 through 8, inclusive and the Commercial Lot) identifiable by reference to a name and lot number, and which has been expressly made subject to this Declaration.

(h) "Lot Owner" shall mean the fee simple Owner, whether one or more, of record title, legal or equitable, to the Lot, regardless of the type of tenancy or estate, but shall not include the holder of any leasehold interest or any mortgage or commercial lien prior to acquisition of legal or equitable title.

(i) "Municipality" shall mean the Village of Germantown, Washington County, Wisconsin.

(j) "Property" shall include a Lot and all improvements thereon.

(k) "Residential Lot(s)" shall refer to Lots 1 through 8, inclusive.

(l) "Section" shall mean all those provisions included within a number capitalized heading, including all subsections [e.g. 0.00 (a)0] and paragraphs [e.g. 0.00 (a)(1)].

(m) "Subdivision" shall mean that portion of Hillside View subdivision subject to this Declaration, including thereto all 8 single family lots and 1 commercial lot.

(n) "Structure" and "improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, carport or aboveground storage facility; tent; antennae, tower or pole (including any satellite, cellular or other device or mechanism for the sending or receipt of electronic signals); fence, retaining or other wall or enclosure; fountain; aboveground or inground swimming or wading pool; pet kennels or run line; screened or other type of porch, patio or gazebo; berms and swales; and any other similar or related type of improvement not located within the exterior walls of the single family dwelling constructed upon the lot.

(o) "Successor-Developer" shall mean any person, corporation, partnership or other entity to which Developer expressly assigns or otherwise transfers his rights and obligations hereunder, or any successor to the Developer by operation of law. The Successor-Developer shall not be interpreted to mean any agent referenced under Section 1.01(d).

(p) "Unit" shall mean a portion of a dwelling to be occupied by a single family.

ARTICLE II

2.01 PROPERTY SUBJECT TO DECLARATION

The following property shall be the subject to this Declaration, including all lots and parcels thereof:

See Exhibit A attached hereto and incorporated herein by reference.

**ARTICLE III
GENERAL PURPOSE**

3.01

(a) As to the Residential Lots, the following shall apply:

(1) The general purpose of this Declaration is, among others, to help assure that the Residential Lots will become and remain an attractive residential community. In furtherance of such purpose, this Declaration shall aspire to: preserve and maintain the natural beauty of certain areas within the Subdivision; maintain high aesthetic standards for all improvements, as well the natural beauty of certain open spaces; help assure the best use and most appropriate development and improvement of each building site; protect Owners of Residential Lots against such use of surrounding Residential Lots and buildings as will detract from the residential value of said property; guard against the erection or maintenance of poorly designed or proportioned structures; obtain harmonious use of materials and color schemes; insure the highest and best residential development of the Residential Lots in the Subdivision consistent with the purpose for which same are platted; encourage and secure the erection of attractive residential structures with appropriate locations on said Residential Lots; prevent haphazard and inharmonious improvements of building sites; secure and maintain a proper spatial relationship of buildings, structures and other improvements; and otherwise secure mutual enjoyment of benefits for Owners and occupants of residential Dwellings constructed on the Residential Lots.

(2) This Declaration shall be constructed and interpreted in favor of restricting the use of each Residential Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Residential Lot Owner constructing any structure or engaging in any activity not authorized under this Declaration or approved, in writing, by the Board or the Committee.

(3) It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Committee for the granting of a final approval.

(b) As to the Commercial Lot, the following shall apply:

(1) The covenants and restrictions set forth in this Declaration, unless specifically stated herein to the contrary or as is specifically set forth in this Declaration, shall not apply to Lot 9.

(2) Lot 9 shall be solely responsible and liable for maintenance of and repairs to the detention pond and for any drainage and landscape areas within said Lot 9 and for all costs and expenses attributable thereto.

(3) No structure shall be erected on Lot 9 without complying with the zoning and building ordinances of the Village of Germantown.

(4) The manner and use of the detention pond shall not be modified by the Owner of Lot 9 without the prior, written approval of the Village of Germantown. Notice of any proposed change to the detention pond shall also be served upon all Residential Lot Owners at least 3 days prior to any scheduled hearing before the Village of Germantown, or if no hearing is required, at least 20 days prior to the commencement of construction.

3.02

SUITABILITY

(a) Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot. Developer recommends that prospective buyers undertake whatever inspections and tests by qualified professionals deemed appropriate by said prospective Buyer.

(b) Developer suggests, but does not require, that Buyers utilize a properly licensed architect in any construction.

3.03

SINGLE FAMILY LOTS.

(a) The Residential Lots shall be used solely and exclusively for single family residential purposes:

(b) No buildings shall be erected, altered, modified or permitted to remain on any Residential Lots other than one single-Unit dwelling, not exceeding two and one-half stories in height, with an attached private enclosed garage meeting the requirements of Section 3.07 hereof.

(c) No other outbuildings shall be erected, placed or permitted to remain on any of Residential Lots without the approval of the Committee and the Village of Germantown. It is the intent of the Committee to permit only outbuildings associated with a free-standing gazebo, screened structure or swimming pool cabana, provided that the latter is required to store mechanical pool equipment. All permitted structures shall be constructed of materials that conform with the decor and are in harmony with the Dwellings in the development.

(d) Each Owner of a Residential Lot understands and acknowledges that Lot 9 is a commercial Lot zoned B-1 "Neighborhood Business District" and shall be developed for commercial purposes. No Residential Lot Owner shall oppose and by acceptance of the deed of conveyance, specifically waives the right to object, to the commercial use of or commercial development on said Lot 9.

3.04 **USE AND MAINTENANCE OF STORM DRAINAGE AND LANDSCAPE AREAS**

(a) All storm drainage and landscape areas shall be used for their intended purposes (e.g. open spaces, storm drainage, etc.) for the common benefit of Hillside View.

(b) Each Owner of a Residential Lot shall be liable for the maintenance and repair of any drainage areas or landscape areas located within said Residential Lot Owner's Lot, including any and all costs attributable thereto.

(c) No Owner of a Residential Lot shall undertake any repairs to or construction within any drainage areas or landscape areas which would impair the function of same or impair the interrelated harmonious function of the drainage and landscape areas of the subdivision.

3.05 ARCHITECTURAL APPROVAL REQUIRED FOR IMPROVEMENTS

(a) No building, structure, wall, fence, swimming pool or other improvement shall be constructed, erected or placed on any Residential Lot or altered, modified or changed (as to layout, location, exterior design, color or in any other way) until the plans, specifications, drawings and a written proposal therefore have been approved in writing by the Committee as to: material composition and quality; external design, harmony and color coordination with existing and planned structures and improvements; location with respect to topography, setbacks, finished grade elevations, driveways and plantings and compliance with other applicable restrictions contained in this Declaration.

(b) Upon approval by the Committee of all plans, designs, specifications and written proposals and upon receipt of all necessary municipal and governmental approvals and permits, a Residential Lot Owner may commence construction in accordance therewith, provided that no substantial changes shall be made with respect thereto unless the prior, written approval from the Committee is obtained.

(c) Unless otherwise specifically provided herein to the contrary, construction of improvements shall be completed and an occupancy permit shall be issued within one year after the last approval or permit has been obtained necessary for commencement of construction. For its own benefit to ensure compliance, the Committee may, at its discretion, require performance bonds from any contractor responsible for construction of the improvements.

(d) Any suit for damages and/or injunctive relief based upon the failure of any Lot Owner to obtain approval from the Committee or Village of Germantown, as appropriate and as required under this Declaration, shall be commenced by Committee or any other Lot Owner within one (1) year following completion of construction, installation, change or modification of any building, structure, wall, fence or other improvement, otherwise, the approval required therefore shall be conclusively presumed to have been given and the Committee or any Lot Owner, and their respective successors and assigns, shall forever be barred with respect thereto. In no event, however, shall the Committee or any Lot Owner be precluded from enforcing this Declaration as to any subsequent or other construction installation, change or modification for which written approval of the Committee is required.

3.06 MINIMUM DWELLING LIVING AREAS

For each and every Dwelling proposed to be constructed in Hillside View, the following minimum living areas shall apply:

(a) All Dwellings shall have no less than the following minimum living areas:

- (i) A one-story home shall be a minimum of 1,500 square feet.
- (ii) A two-story home shall have a minimum of 2,200 square feet with a minimum of 1,100 square feet on the first floor.

All Dwellings shall have full basements with the exception of split-level or bi-level dwellings.

3.07

BUILDING SETBACK LINES

(a) No buildings, garage or other structure (excluding eaves, steps, overhangs, patios or other appurtenances not built on a foundation or frost-footings) shall be located on any Residential Lot so that the front, side and rear yard distances are less than minimums as required in the Building and Zoning Code for the Village of Germantown and as further modified and required by the Committee. The intention and purpose of the Committee to further impose said modifications is to harmonize and coordinate adjacent building placements. Each corner Residential Lot shall be determined by the Committee to have one rear line, one side Lot line, one front Lot line and a side street based on the proposed orientation of the Dwelling and other improvements.

(b) Notwithstanding the set-back requirement specified above, the orientation and precise location of each Dwelling and garage, as well as all other improvements on a Residential Lot, must be approved, in writing, by the Committee prior to any construction, it being intended that the Committee may, in its discretion, impose greater set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance which Developer or Committee deems advisable for Hillside View or any portions thereof.

(c) Committee, in its sole and absolute discretion, may permit improvements (other than the Dwelling, garage and any other improvements expressly permitted herein) to be constructed, installed and located with the set-back areas described above; provided, such permission must be in writing to be effective and can only be granted after notice to all adjoining and adjacent Residential Lot Owners advising said adjoining Residential Lot Owner(s) of the proposed improvement and affording said adjoining Residential Lot Owner(s) the opportunity to be heard with respect to the proposed improvement.

3.08

GARAGE AND DRIVEWAY

(a) Each Residential Lot shall have a private enclosed attached garage for the on-site storage of not less than two automobiles for the Dwelling built or to be built upon said Lot. The exterior portions of the garage shall harmonize with the residential Dwelling as to design, materials and finished floor elevations and shall be completed prior to occupancy of the Dwelling. The garage shall be located within the building setback lines as specified in Article III, Section 3.06.

Gravel driveways are prohibited.

(b) The garage shall be connected to the street by a properly surfaced asphalt or concrete driveway which shall not be constructed closer than six (6) feet to the side property line of any Residential Lot. Said driveway shall be installed and completed within one year from the date of the issuance of the occupancy permit.

3.09

ROOFING MATERIALS AND CONSTRUCTION

(a) All roofs or any Dwelling and garage construction on a Residential Lot shall be made of a 30 year warranted dimensional shingle or better and such dimensional shingles shall be a "weatherwood" color. The

Committee reserves the right to approve any type of roofing so as to insure that such materials are in keeping with the architecture of the Dwelling as proposed and the purpose of this Declaration as set forth in Article III, Section 3.01 hereof.

(b) All roof designs for the Dwelling and Garage to be construction on any Residential Lot shall be subject to the approval of the Committee. The roofs shall be pitched to rise at least eight (8) inches vertically for each twelve (12) horizontal inches, except for homes of one and one-half stories which have roofs that may be pitched to rise four (4) inches vertically for each twelve (12) horizontal inches on certain rear portions of the Dwelling which will be determined by the Committee.

3.10 EXTERIOR BUILDING MATERIALS AND DWELLING QUALITY

(a) As to Residential Lots, traditional architectural styles of the seventeenth, eighteenth and nineteenth centuries are encouraged. These could include Tudor, Salt Box, Cape Cod, Georgian, Greek Revival, or any of the Victorians. It is expected that the design of each Dwelling shall be consistent and unified and that building materials appropriate for that design shall be used. All Dwellings should reflect those aesthetics and the spirit of the traditions they seek to exemplify.

(b) All Dwellings proposed to be erected, altered or modified shall, on the construction plans, denote materials acceptable to the Committee and the construction shall be carried out in accordance with the material(s) as approved by the Committee. All exterior walls of residences shall be constructed of brick, stone, wood (including wood wafer board products of a type and quality approved by the Architectural Control Committee), aluminum, vinyl, cedar, cement board siding, stucco, or combinations thereof.

(c) The design, layout and exterior appearances of each Dwelling proposed to be erected, altered or modified on any Residential Lot shall be such that, in the opinion of the Committee at the time of approving of the building plans, the Dwelling will be of high quality and shall have no (substantial) adverse effect upon property values.

3.11 MAILBOXES AND LAMPPOSTS

(a) For purposes of safety, the Developer shall required the installation of an electric yard light on each platted Residential Lot. Each such light be of a reasonably uniform design throughout the Subdivision and placed on said Residential Lot at the time of finish grading of the yard by the home owner within ten (10) feet of the access street right-of-way and aligned with the front entrance walkway to the residence. Said yard light shall be installed prior to occupancy.

(b) If the yard light is not so installed within nine (9) months from the date the residence is occupied, the Developer or the Association, as the case may be, may, after notice to the non-compliant Residential Lot Owner, (i) install the yard light and charge the full cost of such installation to said non-compliant Residential Lot Owner; (ii) install the yard light and place a lien on the applicable Residential Lot for the full cost of such installation plus interest at the rate of seven percent (7%) per annum or (iii) submit the matter to the Circuit Court of Washington County for resolution seeking specific performance and all costs, including actual attorney fees.

3.12

PRESERVATION OF TREES

(a) No existing tree, with a diameter of six inches or more (at a height of four feet from the ground) beyond six feet from the approved Dwelling location as a Residential Lot or Commercial Building location on the Commercial Lot shall be moved, removed or destroyed in any way, other than upon prior, written approval of the Committee, and all existing trees shall be protected during periods of construction and grading as may be required by said Committee. This provision shall also pertain to the installation of tree wells and root and trunk preservation.

(b) Developer is required to plant street trees on each private lot, as per the approved subdivision landscaping plan with the Village of Germantown. Each Lot Owner or said Lot Owner's representative, shall from day of closing, protect and maintain (including water fertilizer) said trees. In the event said trees are not properly maintained, are removed or become defective in any manner, Lot Owner is responsible for replacement of said tree pursuant hereto and to continue to protect and maintain said trees.

3.13

GROUND FILL ON BUILDING SITE

Where ground fill is necessary on any Lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material, and shall not contain noxious materials that may emit odors or produce health hazards of any kind. All dumping of fill materials shall be leveled immediately upon completion of the Dwelling and shall be graded and contoured in accordance with the Master Site Grading Plan approved by and on file with the Municipality.

3.14

CONSTRUCTION MATERIALS - STORAGE

No building or construction material shall be stored on any Lot outside of a Dwelling or garage or building, other than during periods of actual construction or remodeling and only for as only as may be necessary therefore. It shall be the primary obligation of the Lot Owner and Lot Owner's builder to keep the Lot clean and free of debris and garbage during the period of construction.

3.15

LANDSCAPING

(a) No plantings shall be permitted in the existing or proposed drainage swales, and no grading shall be carried out in the rear 20 feet of any Lot without the prior, written approval of the Village of Germantown and Committee, as appropriate.

(b) Landscaping shall be completed within twelve (12) months following the issuance of the occupancy permit for any Dwelling on any Residential Lot or commercial structure on the Commercial Lot.

3.16

SWIMMING POOLS

All swimming pools proposed to be erected, altered or modified on any Residential Lot shall require the approval of the Committee and the Village of Germantown. Plans, of a nature and content as acceptable to the Committee, shall be submitted to the Committee for approval. All plans shall denote offsets, landscape treatment and fencing proposed.

3.17

STORM WATER DRAINAGE AND DETENTION POND

(a) Developer is required by the Village of Germantown to design and submit to the Village Engineer for approval storm water drainage and retention facilities adequate to accommodate expected surface water flow within and through the Development, in accordance with Sec. 18.08 (10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules.

(1) Until the responsibility for the perpetual maintenance of all storm water drainage and detention and retention facilities (Storm Water Facilities) shall have been transferred to the Owner(s) of Lot 9, Developer shall be responsible for such maintenance of all storm water drainage and detention and retention facilities. At such time as the responsibility for perpetual maintenance of the Storm Water Facilities shall be assumed by the Owner(s) of Lot 9, the same may be legally enforced against said Owner(s) of Lot 9 by the Village or any resident citizen of the Village. Documentation carrying out the terms of this provision shall be reviewed and approved by the Village Attorney.

(2) Developer, as required by the Village of Germantown, shall establish a fund of \$2,700.00, to be administered by the Association, to be used to pay costs incurred by the Association, including attorney fees, in carrying out its responsibilities under this Agreement, and enforcing the provisions of this Agreement and the Declaration of Restrictions. If at the end of any year, the balance of this fund is less than \$2,700.00 the shortage shall be made up as part of the following year's annual assessment. This fund shall be managed by Developer until such time as authority and control is transferred to the Association. Each Lot Owner shall be responsible for such fund on an equal basis, calculated as the percentage equivalent of a fraction, the numerator of which is one (1) and the denominator of which is the number of Lots subject to this Declaration as of the first day of the time period for which the assessment has been levied. In the event said fund shall be depleted as a consequence of a breach of this Declaration by the Owner of Lot 9, then the Owner of Lot 9 shall reimburse the fund, dollar for dollar, so as to maintain the required balance.

(3) Storm Water Facilities shall be maintained in the future according to the same performance standards to which they were constructed pursuant to Section 18.08(10), Germantown Municipal Code, namely, that they accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

(b) The Owner of Lot 9 shall be responsible for the maintenance of the detention pond located thereon and any and all costs attributable thereto.

3.18

NUISANCES

(a) No noxious or offensive odor, activities or conditions shall be permitted to exist in, on or about any Dwelling or Residential Lot, which may be, or may become, an annoyance or nuisance to the Subdivision. The Commercial Lot shall only be used as permitted by Village of Germantown zoning ordinances.

(b) Each Lot Owner shall perform periodic yard maintenance as may be necessary to keep the lot neat and clean in appearance, including without limitation, the mowing of grass and removal of weeds, leaves and unsightly debris.

3.19 **TEMPORARY STRUCTURES, VEHICLES PROHIBITED**

No temporary structure or vehicle shall be used on any Lot for temporary or permanent housing, sleeping or other residential purposes, nor packed, kept or stored on said Lot outside the garage or building for any purpose.

3.20 **SIGNS**

No sign of any kind shall be placed or displayed to the public view on any Residential Lot, except one sign of not more than six square feet advertising the Dwelling for sale. Signs on the Commercial Lot shall conform to and comply with any and all municipal ordinances.

3.21 **ANIMALS AND PETS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other normal household pets may be kept so long as not kept, bred or maintained for any commercial purpose nor in any unreasonable number or which may be contrary to applicable law. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large.

3.22 **WATER SUPPLY**

Each Dwelling and the Commercial Building shall be connected to the water supply mains of the Municipality. No individual wells shall be permitted.

3.23 **SEWAGE DISPOSAL**

Each Dwelling and the Commercial Building shall be connected to the Municipality's sewer system. No septic tank or individual sewage system shall be permitted.

3.24 **GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used or maintained as a dumping ground for trash, garbage, refuse or debris of any kind. All trash, garbage or waste materials shall be in sanitary containers either inside the garage or, when outside, in sanitary containers adjacent to the Dwelling or Building on the Commercial Lot, and suitable screened from view from streets and adjoining lots. There shall be no burning or burial of any garbage, trash or debris at any time other than burning of leaves and light brush if approved by the Committee and conducted in compliance with all applicable laws and ordinances.

- (a) Outside incinerators are not permitted.

3.25 **WIRES AND ANTENNAS**

(a) All exterior telephone and electric service and utility wiring (including, without limitation, service lines to individual dwellings) shall be installed underground unless otherwise permitted by the Committee prior to such installations.

(b) No solar panel, external television, cable television, ham or radio antennas, dishes greater than 30 inches in diameter or other similar devices shall be erected upon, atop or on any dwelling or within any Lot without the prior approval of the Developer or Committee.

3.26 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS

The lots subject to these restrictions shall be subject to any easements granted or hereafter to be granted by the undersigned or its successors and assigns to the Village of Germantown and easements granted or hereafter to be granted or the erection and maintenance of electric power lines and telephone lines, gas or other utilities upon, under and over portions of any Lot. The undersigned does hereby reserve for Developer and Developer's successors and assigns and for the benefit of the Village of Germantown and public or semi-public utility companies, the easements and pipes and conduits for the transmission of electricity for lighting, telephone and for other purposes, and for the placing of the necessary attachments in connection therewith for public and private sewers, storm water drains, gas mains, water pipes and mains, and other similar services, and for performing any public or quasi-public utility or function which they or the Village of Germantown may deem fit and proper for the improvement and benefit of the Lots. Such easements and right-of-way shall be confined, so far as possible, in the area within ten feet of all lot lines, with the necessary right to do whatever may be necessary to carry out the purposes for which this easement is created. Maintenance of easements in backyards and maintenance of driveway culverts and ditches shall be the responsibility of the Lot Owner.

3.27 FENCES AND WALLS

No fence or wall of any height shall be permitted on any Lot except upon the prior, written approval of the Committee; provided, however, that in no event, shall any proposed fence or wall be permitted to extend into the minimum front setback line specified in Article III, Section 3.06.

3.28 RECREATIONAL VEHICLES

All recreational vehicles, including but not limited to, any and all motorcycles, snowmobiles, trail bikes, dune buggies, boats, off-street motorized vehicles or recreational vehicles of any kind shall be stored in enclosed garages on the lot and shall not be operated or stored on the Lot, driveway, parking area or open space or common area within the Subdivision, except for the necessary transportation of these vehicles to and from the Subdivision on the public street system.

3.29 WETLANDS OR CONSERVANCY

Portions of specific Lots may be subject to wetland or conservancy restrictions as are set forth in the recorded plat.

ARTICLE IV

4.01 LOT OWNER'S ASSOCIATION

(a) The Developer hereby creates and establishes a non-profit unincorporated Lot Owner's Association to be known as Hillside View Lot Owner's Association, with all rights, powers, privileges and obligations as provided in this Declaration ("Association").

(b) Association shall exist during the term(s) of this Declaration and shall automatically terminate upon termination of this Declaration. The affairs of the Association shall be governed by the Board of Directors of the Association ("Board") as set forth under Section 4.08 hereof.

4.02

MEMBERSHIP

(a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each Lot Owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all co-owners of the Lot, regardless of the form of tenancy, estate or interest in the Lot.

(b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

(c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

4.03

VOTING

(a) The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any co-Owner.

Fractional votes will not be allowed; and if co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question, shall be forfeited by such Owners. The Association may treat any co-Owner of a Lot or the proxy of any such co-Owner as duly authorized to vote for all co-Owners of that Lot.

(b) A quorum for voting purposes shall consist of fifty percent (50%) or more of the votes entitled to be cast.

(c) There shall be no cumulative voting. All decisions and actions of the Association for which a vote is required, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

(d) A Lot Owner shall not be entitled to vote on a matter so long as any general or special assessment against the Lot is then delinquent.

(e) Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

4.04

MEMBERSHIP LIST; NOTICES

(a) The Association may maintain a current Membership List. Each Lot Owner shall be responsible for furnishing the information necessary for the Association to maintain such Membership List.

(b) All notices required to be given to a Lot Owner shall be deemed to have been duly given: at the time of personal delivery to the Lot Owner or the Dwelling of the Lot Owner; or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the Lot Owner's mailing address shown in the Membership List. Notice to one co-Owner of a Lot shall be deemed effective notice to all other co-Owners of such Lot.

4.05

ASSOCIATION MEETINGS

(a) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than four (4) nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing by any Lot Owner at any time.

(b) The annual meeting of the Association shall be held at a time and place each year for the purpose of electing members of the Board (subject to Section 4.08) and transacting any other business authorized to be transacted by the Association. The Board shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 4.05(a).

(c) Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Owners with one-fourth (1/4) or more of all votes entitled to be cast.

A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing fifty percent (50%) or more of all votes entitled to be cast.

(e) The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.

(f) If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

4.06

POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

(a) Without limitation, the Association shall have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration.

1. to levy and enforce payment of general and special assessments on the Lots and against Lot Owners;
2. to enforce this Declaration;
3. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of alien for any assessment and to acquire real estate as additional Common Area.
4. to enter and execute contracts, deeds, mortgages, and documents on behalf of the Association which relate to any performance of obligations to be performed hereunder by the Association;
5. to incur indebtedness on behalf of the Association (but only for the purposes of and as may be reasonably necessary for carrying out its duties and obligations hereunder) and to execute drafts and other negotiable instruments;
6. to employ the services of any person, firm, or corporation to carry out the duties of the Association;
7. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
8. to commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

(b) Notwithstanding the foregoing provisions set forth in Section 4.06, it shall be the exclusive liability and responsibility, financial and otherwise, of the owner of Lot 9:

1. to adopt Rules and Regulations for the management, operation and maintenance of the Detention Pond, including fines or penalties which may be enforceable by special assessment against any Residential Lot Owner or family member or guests thereof violating such Rules or Regulations regulating same;
2. to maintain the Detention Pond for its respective intended purpose; and
3. to exercise all other powers necessary to maintain the Detention Pond and the storm water drainage areas within Lot 9.

(c) The President, together with one other officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise of any powers or obligations of the Association or of the Board under this Declaration.

OFFICERS

(a) The officers of the Association shall be:

1. **President.** Said President shall: be the chief executive officer of the Association and a member of the Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Board. The President of the Association shall be one of the record Owner(s) of Lot 9, or an agent thereof.

2. **Secretary.** Said Secretary shall: keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and approvals on behalf of the Board and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

3. **Treasurer.** Said Treasurer shall: be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association. The Treasurer of the Association shall be one of the record Owner(s) of Lot 9, or an agent thereof.

4. one or more Vice-Presidents (not to exceed four at any one time), the number of which shall be determined by resolution of the Board; however, it is not required that the Association have one or more Vice-Presidents. A Vice-President, in addition to serving on the Board, shall have such other powers, duties and restrictions as may be prescribed from time to time by resolution of the Board.

(b) All officers shall be appointed annually by the Board if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. Board members may also be appointed as officers.

MANAGEMENT OF ASSOCIATION BY THE BOARD

(a) The Association and its business, activities and affairs shall be managed by a Board of Directors consisting of not less than 3 members of whom shall be the Owner(s) of Lot 9. The Board shall exercise and perform, in addition to the powers, duties and obligations specified in this Declaration for the Board, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter). So long as fifty percent (50%) or more of the Lots are owned by Developer, all three initial members of the Board shall be appointed by Developer. So long as twenty percent (20%) or more but less than fifty percent (50%) of the Lots are owned by Developer, two members of the Board shall be appointed by Developer and one member shall be elected as provided herein. So long as five percent (5%) or more but less than

twenty percent (20%) of the Lots are owned by Developer, one member of the Board shall be appointed by Developer and two members shall be elected as provided herein. If less than five percent (5%) of the Lots are owned by Developer, all of the members of the Board shall be elected as provided herein. Board members shall serve for a term of two (2) years.

(b) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter.

(c) No person shall receive any payment for services rendered as a member of the Board or the Committee or as an officer of the Association or as a member of any committee unless specifically authorized by prior resolution of the Association. The Committee may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of specified duties so long as said officer has received the prior, written consent of the Board.

(d) No member of any board or committee or officer of the Association shall be liable to any Lot Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such board or committee member or officer, provided such person acted in good faith, without willful or intentional misconduct.

(e) All decisions of the Committee or the Board on any matter (including, without limitation, decisions under Article V) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Committee or the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

5.01 So long as Developer owns any lot within the Subdivision, Developer shall designate the person or persons who shall from time to time compromise the membership of the Committee. Said Committee shall consist of not less than 3 nor more than 5 Members. Thereafter, upon sale by the Developer of all lots within the Subdivision, Developer shall surrender authority of the Committee to the Lot Owners. The Developer shall appoint an initial Committee consisting of three (3) Members ("Committee"). In the event of the death or resignation of any member or members of the Committee, the remaining members or member shall have full authority to appoint, by majority vote, a successor member or members to serve on the Committee, and, pending such appointment, to approve or disapprove any building plans as provided below. If any member or members of the Committee fails to appoint such successor member or members, the Developer shall appoint as many members as are needed, up to three members, to the Committee. All members of the Committee shall be appointed by the Developer until such time as Developer is no longer the owner of any Lot. Thereafter, members of the Committee shall be appointed by the Board.

SUBMISSION FOR APPROVAL: PROCEDURE

(a) Any approval required by this Declaration from the Committee, shall be in writing, with the request therefore submitted in writing. The decisions of such Committee with respect to enforcement of these restrictions shall be final and binding upon all parties. The Committee shall have the right to refuse to approve any such plan or specifications which in the conclusive judgment of a majority of its Member, are not in conformity with these restrictions or are not desirable aesthetically, or for any other reasons. In passing upon such plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structures, its design, elevation and the materials of which it is to be constructed on the proposed site; the harmony thereof with the surrounding buildings, and the view from the adjacent property. All decisions of the committee on said matters shall be final and binding. The committee shall have the right to waive minor infractions or deviations from these restriction in cases of hardship.

(b) In the event the Committee, or its designated representative, fails to act upon any plans, specification or other written request or approval within 30 days after receipt of all plans, specification and other documents as may be requested approval shall thereby automatically be granted, such that no right shall thereafter exist to enforce these Declarations in so far as any such approval is required hereunder.

(c) Upon request, the Developer or his duly authorized representative, shall furnish a statement of the name and address of the person(s) to whom plans, specification and other requests for approval are to be submitted for consideration by said Committee, with submission to the person so designated constituting submission to the Committee. If the Developer or his designated representative shall fail to make the aforementioned designation, submission to the Developer shall constitute submission of the same to the Committee.

(d) Any approval or permission of the Committee under this Section, to be binding or effective, MUST BE IN WRITING signed by an authorized representative. No oral statements, representations or approvals of the Committee of any of its members or agents shall be binding on the Developer or Committee under any circumstances, regardless of any reliance thereon by any Lot Owner.

(e) Within 90 days following construction or installation of any improvements, the Lot Owner shall furnish an as-built certified survey showing the location of the improvement, if requested by the Developer or Committee.

ARTICLE VI**6.01 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS**

(a) The Board shall pay or arrange for payment of all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Lot Owners and their Lots.

(b) "Special Assessments" may be made and levied by the Board against a particular Lot Owner and said Owners' Lot (without levying against other Lots) for:

1. costs and expenses (anticipated or incurred) for repair of damage to drainage and landscape areas within an Owner's Lot caused by or at the direction of the Lot Owner, the family or guests of the Lot Owner, or any other party for whom a Lot Owner is responsible;
2. as to the Owner(s) of Lot 9 only, costs and expenses for repair and maintenance of the detention pond and storm water drainage and landscape areas within Lot 9, all under and pursuant to Sections 3.01(b) and 3.17(a)(1) and (b).
3. costs, expenses and reasonable attorney's fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against the Lot Owner;
4. interest due on general or special assessments; and
5. all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration.

(c) "General Assessments" may be made and levied by the Board equally against each Lot Owner and said Lot Owners' Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association:

1. maintenance of the fund established by Sec. 3.17(a)(2).
2. as to the Owner(s) of Lot 9 only, maintenance, repairs and upkeep of the detention pond and storm water drainage facilities under Section 3.16 and costs and expenses for additional improvements thereto beyond those installed by Developer;
3. any insurance maintained by the Association;
4. as to the Owner(s) of Lot 9, taxes, assessments and charges of any kind made or levied by the governmental authority against the Association or, as to all Lot Owners, any other property of the Association, if any;
5. all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;
6. all items subject to special assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the special assessment from said Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future general assessments, as the Board may determine, for payments made under this paragraph;
7. all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by special assessment);

8. costs and expenses of services, if any, made available to all Lots; and
9. all other costs and expenses declared to be common expenses under this Declaration.

The general assessments for any of the foregoing expenses shall be levied equally against each Lot. Unless otherwise stated to the contrary, each Lot Owner shall be responsible for such expenses, if any, on an equal basis, calculated as the percentage equivalent of a fraction, the numerator of which is one (1) and the denominator of which is the number of Lots subject to this Declaration as of the first day of the time period for which the assessment has been levied.

(d) The Association shall maintain separate books and records for general and special assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to general or special assessment. The Owner(s) of Lot 9 shall maintain the books and records of the Association.

(e) Developer shall be responsible for all assessments levied against any platted Lot prior to a sale of such Lot by Developer. However, Developer shall not be responsible for any general or special assessments which may be levied for improvements, capital expenditures, reserves, or replacement funds of any kind. The Board may, at any time, levy assessments for such purposes against the Lot Owners (other than Developer) and against all Lots, including those owned by Developer, except that such assessments against any Lot(s) owned by Developer shall not be due or otherwise collectible until Developer conveys title to such Lot and then only from the Developer's successors in interest, with any lien therefor not being effective until after the date of transfer of title.

(f) The Board may determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual general assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner. Notwithstanding the foregoing, for time prior to the date at which Developer is no longer entitled to appoint any Board members, the Board shall have the right, but not the obligation, to estimate annual operating expenses, prepare an operating budget and/or deliver copies thereof to individual Lot Owners.

6.02

PAYMENT OF ASSESSMENTS

(a) Each Lot Owner shall promptly pay, when due, all general and special assessments levied by the Board against such Owner and said Owners' Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due at such times and in such manner as the Board may determine in its sole and absolute discretion (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

(b) All co-Owners of a Lot shall be jointly and severally liable for all general and special assessments levied against said Owner's Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

6.03 **DELINQUENT ASSESSMENTS, INTEREST, LIEN AND COLLECTION**

(a) All general and special assessments which are not paid when due: shall bear interest the lesser of twelve percent (12%) per annum, or the maximum rate as may then be permitted by law, from the date due until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board (in its own name or the name of 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 reasonable attorney's fees for collection.

(b) The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all general and special assessments levied by the Board 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 Board shall have the right to record a document with the Register of Deeds of Washington County giving notice of said lien for any unpaid assessment. Failure to file any such notice shall not impair the validity of the lien. The Board shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

**ARTICLE VII
RULES AND REGULATIONS**

7.01

(a) The Board may from time to time adopt or change rules or regulations (hereafter "Rules or Regulations") governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate the use and function of the Common Areas for their intended purposes. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations.

(b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced by the Board in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation, the imposition of forfeitures, penalties, or other charges against the Lot Owner which shall be collectible by special assessment against the Lot and Lot Owner as set forth in Article VI hereof.

**ARTICLE VIII
LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION**

8.01

No Lot Owner (other than member's of the Board) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiate instruments or other obligations or undertakings of any kind.

**ARTICLE IX
SERVICE OF PROCESS**

9.01

Service of process upon the Association for all matters shall be made upon the President of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Washington County, Wisconsin.

**ARTICLE X
ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE**

10.01

(a) Except as provided in Sections 3.04 and 3.17 above, the Board shall have the exclusive right to enforce, proceedings in law or in equity, all the terms, conditions, and provisions of the Declaration and any Rules or Regulations adopted by the Board, except that any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Article V Section 5.02(b), to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Board fails to take such appropriate action within 60 days following a written request by such Lot Owner for the Board to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and reasonable attorney's fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof. Neither the Association nor the Board shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board to take any action requested by such Lot Owner against another Lot Owner.

(b) Each remedy set forth in this Declaration and/or in the Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as provided in Article V, Section 5.02(b)) unless a written waiver is obtained from the Board.

(c) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverter or reversion of title to any Lot.

**ARTICLE XI
MISCELLANEOUS**

11.01

TERM OF DECLARATION

(a) This Declaration shall constitute a covenant running with the land and shall be binding for a period of forty (40) years from the date the Declaration is recorded upon all Lot Owners and any other persons claiming under or through Developer. After the expiration of such initial forty (40) year period, this Declaration shall be automatically renewed and continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified in Section 893.33(6), Wis. Stats., or amendments thereto).

11.02

AMENDMENTS TO DECLARATION

(a) This Declaration may be amended at any time in any respect by recorded an instrument to the effect executed as follows:

(1) By the Developer and the Lot Owners of at least sixty percent (60%) of the lots in the Subdivision not owned by the Developer, so long as the Developer continues to own any lot(s) in the Subdivision; or

(2) By the Lot Owners of at least seventy-five percent (75%) of the lots in the Subdivision, following the initial conveyance by the Developer of all lots in the Subdivision.

(b) The effective date of any Amendment shall be the date of recording thereof with the Register of Deeds office for Washington County.

(c) Notwithstanding the foregoing, no provision of this Declaration which is specifically required by the Developer's Agreement and/or the Planned Residential Development (PRD) approval may be annulled, waived, changed modified or amended unless approved in writing by the Municipality.

(d) In no event shall this Article be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made unilaterally by Developer.

11.03

SEVERABILITY

The invalidity or unenforceability of any term, condition, or provision of this Declaration for any reason, by judgment or court order, shall in no way affect the validity or enforceability of any other term, condition or provision hereof, all which shall remain in full force and effect for the term of this Declaration.

11.04

ENFORCEMENT BY VILLAGE OF GERMANTOWN

The Village of Germantown shall have the separate and independent right to enforce the covenants and obligations under Article III, Sections 3.04 and 3.17 hereof against the Association for purposes of ensuring the proper and continuing use and maintenance of surface waters. The Association shall indemnify, defend and hold harmless any individual Lot Owner from and against such Lot Owners with respect to the Associations' failure to observe and perform its covenants and obligations hereunder.

EXHIBIT A

Legal Description

Being a redivision of Lot 1 of Certified Survey Map No. 4534, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.