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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF WILDFLOWER

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REGISTER OF DEEDS
WAUKESHA COUNTY, WI
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Register of Deeds

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JBJ Companies, Inc.
W178 N9912 Rivercrest Dr., #101
Germantown, WI 53022

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILDFLOWER

This Declaration of Covenants, Conditions and Restrictions of Wildflower (this "Declaration") is made and entered into by Wildflower, L.L.C. ("Declarant").

Introduction

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop one or more subdivisions for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

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.

The Declarant makes no assurance, representation or guaranty as to the ultimate value of Lots in the Subdivision, or as to any stability or increase in value as a result of the imposition of this Declaration.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association. The "Association" shall mean Wildflower Community Association, Inc., the members of which shall be all Owners of Lots in the Subdivision.

1.2 Association Insurance. "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.3 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.4 Building. A "Building" shall be any freestanding structure located in the Subdivision. A "dwelling" or a "residence" is a Building intended for occupancy in accordance with Section 5.1.

1.5 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.6 Common Areas. The "Common Areas" shall consist of areas upon which Common Improvements are located including on Outlots, the entrance monument(s) and associated landscaping, and easement rights on individual Lots upon which drainage easements, if any, are located. After a Common Area or Common Improvement is dedicated to the Village, it continues to be subject to the Owner responsibility and Association responsibility described in Sections 4.1 and 4.2 and all other terms and conditions of this Declaration applicable to Common Areas and Common Improvements.

1.7 Common Improvements. The "Common Improvements" consist of the following, some of which may be located in Common Areas and some of which may be located in public streets, individual Lots, or Outlots: all signs on the property generally identifying the Subdivision as

Wildflower, and any non-dedicated drainageways or easements, detention ponds and landscaping or other improvements made by the Association or Declarant, in the Common Areas or elsewhere.

1.8 Declarant. The "Declarant" shall mean Wildflower, L.L.C. and the successors and assigns of Declarant pursuant to assignment in accordance with Section 13.7 of this Declaration.

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

1.10 Director. A "Director" shall mean a member of the Board.

1.11 Drawings. The term "Drawings" is defined in Section 6.1(b).

1.12 Expansion Real Estate. "Expansion Real Estate" shall mean any real property that is within one mile of the exterior boundary of the property described in Exhibit A which Declarant may annex to the Subdivision pursuant to section 9.2.

1.13 Lot. "Lot" shall mean a platted lot intended for construction of a residence as shown on a Plat. The reference to a Lot by a number shall mean that particular Lot as shown on its Plat. The term Lot does not include any Outlot.

1.14 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.15 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.16 Occupant. "Occupant" shall mean the Owner and any other person residing on a Lot.

1.17 Outlot. "Outlot" shall mean an Outlot as shown on a Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on its Plat.

1.18 Owner. "Owner" shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots to which it holds title. The Village is not an Owner, however, for purposes of the Declaration notwithstanding its potential ownership of any Lot or Outlot.

1.19 Pet. A "Pet" is a domestic dog, cat or bird (other than large birds of prey) which are not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.

1.20 Phase. A "Phase" is the successively numbered Plats which define the Subdivision.

1.21 Plat. A "Plat" is a plat of a portion of the Property as recorded in the Register's Office.

1.22 Property. The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A.

1.23 Register's Office. The "Register's Office" shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.

1.24 Rules. The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.25 Storm Water Management Agreement. The "Storm Water Management Agreement" shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register's Office.

1.26 Subdivision. "Subdivision" shall mean all of Lots as shown on the Plats for each subdivision which is a part of the Subdivision. Readers are cautioned that the term "Subdivision" refers to the entire portion of the Property which has been subjected by Declarant to any Plat. Until a portion of the Property has been subjected to a Plat, it is not a part of the Subdivision, and the covenants, restrictions and conditions herein do not apply to such portion of the Property.

1.27 Village. "Village" shall mean the Village of Sussex, Waukesha County, Wisconsin, and its successors.

1.28 Wildflower Documents. "Wildflower Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

ARTICLE 2. ASSOCIATION OF OWNERS

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

2.2 Membership and Voting. Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association. Unless Declarant elects to turn over its rights of management and control to the Association earlier, Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the later of: (1) fifteen 15 years from the date that the first Lot is conveyed to any person other than Declarant; or (2) one hundred eighty (180) days after Declarant no longer owns any Lot, Outlot, or other portion of the Property.

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

2.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket

charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing. Proposals to affect the Common Areas or Common Improvements require approval of the Board, not the ACC. Approvals granted in this section cannot supersede any applicable Village Ordinance or relieve the requestor from the need to obtain any approval/permit/license as required under Federal or State Law or Village Ordinance. If the result of a proposal would be to cause an encroachment on any public street or utility, or any easement area or would affect the storm water drainage system on the Property, the prior express written consent of the Village is required.

2.6 Ownership of Common Areas. Each Owner of a Lot shall own a percentage interest in the Common Areas as a tenant in common with all other Owners. The interest of each Lot is a fraction equal to 1 divided by the number of Lots. Initially, the interest is 1/24, and if fully developed the interest would be 1/109. Each such interest is subject to the following obligations, benefits and requirements:

(a) By each initial conveyance of a Lot to an Owner, each Owner shall obtain its interest in the Common Areas. Each Owner, on its own behalf and on behalf of its successors and assigns, by acceptance of a deed or other transfer of a Lot, waives any and all right that the Owner might now or hereafter have to maintain any action or petition for partition with respect to the Owner's interest in the Common Areas or to compel any sale by action at law or in equity. No Owner shall sever its interest in the Common Areas from its ownership of its Lot.

(b) The Declarant and the Owners hereby appoint the Association as the "agent" for the administration of the Common Areas, with the complete authority over the Common Areas as described herein. The Association shall not have the right to sell, mortgage or lease any or all of the Common Areas except if approved by the Owners as an amendment hereto under Article 8.

(c) The appointment of the Association as the agent for the Common Areas is not intended to create any other agency, joint venture or partnership relationship among the Owners or between the Association and the Owners. No Owner shall have fiduciary duties to another by virtue of the tenancy-in-common interest in the Common Areas. The Association shall not have any duties as a partner, or the like, including but not limited to income tax reporting to the Owners.

(d) The rights of the Association, as agent, and the Owners as to the Common Areas shall not be affected by federal or state bankruptcy or insolvency proceedings, or analogous proceedings for creditor or debtor relief, against any one individual Owner.

(e) Each Owner is hereby advised that such Owner holds an undivided interest in the Common Areas, which interest shall be separately assessed and included on that Owner's individual real estate bill. Declarant makes no assurance that taxes will be levied in this manner. If anyone Owner fails to pay taxes as and when due with respect to such Owner's interest in one or more of the Common Areas, then the Association may, but is not obligated to, pay such amount and levy a special assessment in such amount on such Owner.

(f) Appointment of the Association as agent shall not be rescinded or limited unless the appointment is rescinded or limited by an amendment to this Declaration in accordance with Article 8.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments. The Association Board of Directors shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to

each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and special assessments, or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the reasonably anticipated amounts necessary to cover common expenses.

3.2 Installments; Late Payments. General assessments shall be levied on an annual basis and shall be due and payable as determined by the Board. 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 an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners shall be personally liable for assessments or fines, and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording 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 manner in which 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 Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payment may in some cases not be permitted to vote on matters before the membership of the Association.

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

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.

3.6 Litigation Reserve. Upon initial conveyance of each Lot by Declarant, each new Owner shall deposit with the Association a non-refundable sum of $400.00, to be placed in a litigation reserve fund. The litigation reserve fund shall be used to pay legal fees and costs in the event that the Association is involved in a proceeding to enforce or defend the terms and conditions of this Declaration, whether in a proceeding commenced by or against the Association or in which the Association intervenes. The Board may invest said funds and all returns on such investments shall become a part of the fund; provided that the Board may transfer amounts out of the fund to the Association's general funds if it is determined that a lesser amount is appropriate. If necessary, the Board may levy a general or special assessment to replenish such funds. The Declarant shall not be obligated to contribute any funds to the litigation reserve escrow fund.

3.7 Fees or Assessments. No fees or assessments in event of tax forfeiture. Neither Waukesha County nor the Village of Sussex shall be liable for any fees or special assessments in the

event that Waukesha County or the Village of Sussex become the owner of one or more Lots in the Subdivision by reason of tax delinquency forfeiture.

ARTICLE 4. MAINTENANCE AND ALTERATIONS

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

4.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including cluster mailboxes as approved by the US Postmaster, landscaping, trees and plantings in the Common Areas and trimming of such trees for sight lines, excluding the landscape boulevards in Wildflower Parkway. The Village has the sole responsibility for planting, landscaping, and maintaining the Wildflower Parkway landscape boulevards. The Association may, in its discretion, install additional Common Improvements in the Common Areas.

4.3 Village Right to Maintain. The Village may, but is not obligated to, remedy any maintenance deficiency. Should it become necessary for the Village to maintain Common Areas and Common Improvements, the Village may assess a special charge. Prior to the Village undertaking any corrective action, The Village must first determine that a deficiency exists under these Declarations concerning the maintenance of Common Areas and Common Improvements and that the public interest requires compliance. Thereafter, the Village shall give written notice of the deficiency to the affected Owner(s) and the Association. The notice shall specify the time in which to rectify the deficiency and if the deficiency or deficiencies are not rectified within the time period, the Village shall have the right to enter upon such property using its own employees and equipment or contracting with others for such work to rectify the conditions. The cost of such work or services shall be billed to the Association for all deficiencies. The Village shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax bill as an unpaid special charge in accordance with Chapter 66 of the Wisconsin Statutes, as amended from time to time, against the responsible Owner(s) and the Association. The Owner(s) does hereby consent to the levying of such special charges and hereby waive any and all notices and hearings which might otherwise be required by State statute for the levying of special charges.

4.4 Maintenance of Drainage Easements, Pond, Common Areas, Subdivision Signage and Monuments. The Association has the responsibility to properly landscape and maintain all Common Areas, including but not limited to streetscape, and Subdivision entrance signage within the Subdivision, all portions of any entrance signs, entrance monuments, fencing and the landscaping associated with same which are located in whole or in part within any Village of Sussex right-of-way, and all non-standard street signs. Said maintenance includes repair or replacement resulting from damage caused by any reason including snowplowing operations. Further, the Association, without regard to reason, shall indemnify and hold the Village harmless for any claim of liability or damage, regarding the signs, monuments, fencing or associated landscaping located within Village right-of-ways. The responsibilities of maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration of Restrictions are with both the Association and the individual Lot Owners.

4.5 Day to Day Maintenance of Drainage Easement Areas. The day-to-day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of

such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing of fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Village's authority of enforcement against the Association, as described in Sections 4.4, above, nor the right to take corrective action in the event an individual Lot owner or the Association, if it has the responsibility, fails to maintain the drainage easement area.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

5.2 Pets.

(a) Except as provided below, the Owner or Occupant may keep no more than the number of Pets allowed under local ordinance, as amended from time to time. Such Pets shall:

(1) Not be permitted on any of the Common Areas while unattended or unleashed;

(2) The individual attending the Pet shall immediately dispose of any and all of the Pet's solid waste in the manner prescribed by the Board;

(3) The owner of the Pet shall comply with such further rules of pet ownership as may be promulgated by the Board;

(4) The Pet is licensed by the Village or appropriate licensing authority, if required under applicable ordinances;

(5) No reptiles or uncaged birds shall be permitted; and

(6) The Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant or otherwise violates the terms of this Section 5.2 or any Rules adopted relating to Pets.

All costs of repairing damage caused by a Pet or an unauthorized animal of an Occupant shall be borne by its Owner and, if different, the Owner of the Lot where the pet or other animal is housed. Any Owner failing to comply with this Section or any part thereof shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount for two hundred fifty dollars ($250.00)

per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation of the license to maintain a Pet. Such pet fee shall be a special assessment and may be collected in the same manner as assessments under Article 3. Notwithstanding anything to the contrary herein, possession of Pets shall not be considered a property right.

5.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots, without the prior express consent of the Board, and, except for parking as necessary in connection with the construction or reconstruction of a residence on a Lot. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. The uninterrupted permanent storage of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except in a garage. Without limiting the foregoing, no motorized vehicles may be operated on any Outlot.

5.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup. Each Lot Owner shall observe any and all statutes, laws, ordinances or other rules or regulations of governmental entities with jurisdiction over the Subdivision respecting the separation and disposal of all rubbish, garbage and waste.

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

5.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.6.

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

5.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

5.9 Signs. No Owner or Occupant may erect, post or display posters, signs or advertising material on the Common Areas or at locations on a Lot or within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in

Article 6. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

5.10 Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TSCA"); Resource Conservation and Recovery Act ("RCRA"); Village ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

5.11 Obstructions. No playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas except as the Board permits by Rule.

5.12 No Further Divisions. No Lot or Outlot may be further subdivided without the approval of the Village's Plan Commission.

5.13 Occasional Use of Common Areas. If the Association places gazebos or other structures in the Common Areas, then the Owners shall be entitled to the use thereof at no cost, subject to Rules to be made by the Board concerning the reservation and use of such Common Areas and Common Improvements. Any user will be responsible for removal of all debris from such use. Any damage to the Common Areas or Common Improvements from such use will be repaired by the Association but at the cost of the Owner under Section 4.1. An Owner using a Common Area or Common Improvement shall not leave the Owner's guests unaccompanied during their use of the same. Outlots shall not be developed or used except as contemplated by this Declaration.

5.14 Building Setbacks. No improvements shall be located on any Lot in a manner which violates any area or setback restrictions required by the Village of Sussex zoning ordinance. The committee may impose further modifications or restrictions to harmonize and coordinate improvement placements as a condition of approval of submissions.

5.15 Water Supply. Each dwelling shall be connected to the water supply mains of the Village of Sussex. No individual wells shall be permitted within the Subdivision.

5.16 Sewage Disposal. Each dwelling shall be connected to the Village of Sussex sanitary sewer system, and no septic tank or individual sewage system shall be permitted within the Subdivision.

5.17 Pond Liability. All storm water pond located within the Subdivision has been created and is required by the Village to assist in the removal of sediment and detention of storm water in the Subdivision. The storm water retention pond is not intended to be used for swimming or recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Any person entering into or using the storm water retention pond either intentionally or accidentally do so at their own risk. By purchase of a Lot in the Subdivision, each Owner and its respective successors, assigns, heirs and personal representatives hereby waives, to the fullest extent permitted by law, any and all claims for liability against the Village, the Declarant, the Association, and their respective agents, contractors, attorneys, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention pond.

In addition, each Owner to the extent of insurance coverage provided (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Village, the Declarant, the Association, and their respective agents, attorneys, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), from those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention pond.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Controls; Restrictions on Development.

(a) Architectural Control Committee. Composition. Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, consisting of three (3) members who shall have the duties as set forth in this Article. The initial ACC shall be appointed by Declarant. One or more ACC members may delegate their ACC duties to any one or more of the other ACC members. After Declarant conveys to purchasers 75% of the Lots, then the initial members of the ACC shall resign and the Board shall elect the three (3) members from the Owners of Lots to serve on the ACC; provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings (defined below) for the initial construction of a residence on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant's approval.

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

(1) commencement of construction of any Building or other improvements on any Lot, or

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

(3) the demolition of any Building or other improvements on any portion or portions of such property, or

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

(5) the installation of an awning, enclosure, hot tub, deck, swimming pool, mailboxes, fences or other landscape features on any such property,

the Owner(s) of such property shall submit to the ACC for consideration as described below two copies of written information, which shall include a survey of such property prepared by a licensed surveyor, ("Drawings") showing:

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

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

(C) the proposed landscaping, and

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

The survey shall reflect the proposals in A through D, which are appropriate to be shown on the survey. Any of the actions described in clauses (1) through (5) above may be taken (subject to subsection (c) following) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in subsection (c) following, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (1) through (5) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

(c) Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees as provided in Section 6.6(b), and such other matters proposed in such Drawings comply with the terms of this Declaration and the Village ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property or the Expansion Real Estate, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be expressed and in writing. The failure of the ACC to approve, object or acquiesce conditionally as above within twenty business days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the ACC stated that it has no objection to the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC 's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional 6 months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified in Section 6.6(c).

(d) Prior Approval for Changes. If after the completion of the improvements to an affected property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected property, the Owner shall comply with the provisions of subsection (a) above. A

proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements.

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

(f) Separate Village Approval. Matters which require approval of the ACC may also require approval of the Village. All matters requiring Village approval shall first be submitted to the ACC. Obtaining approval from the ACC and from the Village is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Village and approval by the Village shall not be deemed approval by the ACC. ACC interpretations of Village ordinances are not binding on the Village.

(g) Uniformity Standards; Waiver. Certain standards of architectural control are set forth in Sections 6.2 through 6.6 below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard in Sections 6.1 through 6.6, and may waive any floor area requirements in Section 6.3 by up to 10%. The ACC may, in its discretion, also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard as above even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

(h) Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification

shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.2 Antennas. Subject to any right or limitation imposed by state or federal law, no antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on or in any roof or any other portion of a Building on any Lot or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Village ordinances.

6.3 Minimum Home Size Requirements.

(a) Only one single-family home may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

Residence Type	Minimum Size
One story	2,200 square feet
More than one story	2,500 square feet

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

6.4 Garages and Sheds.

(a) An attached, enclosed garage for at least two and not more than four cars shall be constructed with the home. Side entry garages are encouraged but not required. If the owner seeks approval for a front entry garage, special architectural treatment may be required by the ACC.

(b) Driveways shall be paved with a hard surface material acceptable to the ACC and, within its jurisdictional limits, the Village. Concrete and asphalt are acceptable hard surface materials. Gravel driveways are prohibited.

(c) Sheds. No detached exterior sheds shall be permitted on any Lot. Owners are directed to provide storage in their garage.

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

(a) Shutters or window casings and trim features shall be used on all windows on all elevations.

(b) A residence shall have a roof constructed of dimensional shingles, with a minimum pitch ratio of 10:12 for a one story and 8:12 for more than one story, or such material, color or pitch as is specifically approved by the ACC. Exceptions to the roof pitch will be made to homes on a case by case basis.

(c) Exterior walls of residences shall be constructed of brick, stone, wood (including wood wafer board products of a type and quality approved by the ACC), cedar, stucco, concrete siding (i.e. hardi-plank) or combinations thereof. No aluminum, metal or vinyl siding shall be permitted. Aluminum soffit and facia behind gutters shall be permitted.

Specialty steel or aluminum siding requires an individual approval by the ACC prior to it being installed (this refers to such products as Quality Edge Vesta (wood grains), Longboard, and Knotwood, for example). Basement or foundation walls shall not be exposed by more than 8 inches.

(d) The front exterior elevation of the house and attached garage must consist of approximately twenty-five percent (25%) or more of brick, stone or other masonry material (stucco) terminating at an inside corner or wrapped around a corner.

(e) If vertical siding or the like is used on the exterior walls of a residence, the same shall terminate only at an inside corner or other suitable break in the residence's architecture as the ACC shall approve. Exterior masonry walls must abut another wall.

(f) Direct Vent fireplaces are allowed as long as the vent is located on the side or rear elevation of the house. On each side of a residence, exterior material shall be consistent on all levels. Color selections, for paint, stone, brick, stucco or other finish must be approved by the ACC. Class B-flue cannot be visible from the front elevation without enclosing with a chimney.

(g) The ACC shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.

(h) The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the residence.

(i) No soil shall be removed from any Lot nor excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade") of a Lot must conform to grading plans approved by the Village. If during construction, the Owner reasonably believes that excess fill or topsoil will be available from the construction site, the Owner shall notify Declarant and Declarant may, within five (5) days of receipt of such notice, notify the Owner that Declarant intends to use some or all of such excess. If Declarant elects to do so, Owner shall at its cost transport the excess to a place in the Subdivision designated by Declarant. If Declarant does not timely give notice, Declarant shall have waived the right to use such excess. If additional excess soil is generated, the Owner shall give an additional notice.

(j) No above-ground pools are allowed. In-ground pools may be installed on a Lot only with approval of the ACC, which will be acting reasonably if it does not approve an in ground pool which is not completely enclosed by a secure wall or fence of a minimum of 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool.

(k) All utilities shall be installed underground.

(l) No exterior active solar collectors shall be erected, installed or used unless presented in the Drawings and approved by the ACC.

(m) No fences shall be permitted.

6.6 Grading and Landscaping.

(a) Declarant has established a master surface drainage plan (the "Master Grading Plan") designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. A copy of the Master Grading Plan is on file in the office of the Declarant (or, after the period of Declarant control, in the office of the ACC) and in the office of the Village Engineer. When the ACC reviews any Drawings, it shall consider whether the proposed improvements affect the Master Grading Plan and may reject any Drawings on that basis. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner's Lot in accordance with the Master Grading Plan and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, and correction of any drainage condition, and the Owner is responsible for the cost thereof. Despite Declarant's efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect.

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

For any costs incurred by the Village, said costs shall be assessed as special charges pursuant to Wis. Stats. §66.0627. If such charges are not paid by any lot owner within the period fixed by the Village, such charges shall become a lien upon the Lot as provided in Wis. Stats. §66.0627 and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Wis. Stats. §66.0627.

(b) No existing live tree with a diameter of eight inches or more, at a height of four feet above the ground shall, without approval of the ACC, be cut down, destroyed, mutilated, moved or disfigured. All such existing trees shall be protected during

construction and preserved by wells or islands and proper grading in such manner as shown in approved Drawings. Within 1 year after the first occupancy of a dwelling on a Lot, the Owner of the Lot will plant at least 3 trees which have a minimum 2.5 inch diameter when measured 4 feet above the root system (including those trees planted prior to or during construction). At least 2 of these trees shall be planted in the front yard.

(c) Each Lot shall be landscaped and seeded or sodded within 1 year after substantial completion of a dwelling on the Lot. Landscaping shall include the area between the front Lot line and the edge of the street pavement. Landscaping must include a drive which shall be hard surfaced material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt or similar material shall be installed within 2 years from the date the dwelling is substantially completed. Owners are cautioned that the Village may require a permit to construct such a driveway and approach.

(d) Each Owner is hereby advised that per the recorded Storm Water Management Practice Maintenance Agreement the Association is responsible for onsite stormwater management practices.

6.7 Construction Matters.

(a) No building or construction materials shall be stored on any Lot outside of Buildings on the Lot, except during periods of actual construction or remodeling, and then only for so long as reasonably necessary and only if kept in a neat manner. Neither Declarant nor the Association is responsible for the security of materials stored on a Lot.

(b) During grading, the Owner of the Lot is solely responsible for compliance with all erosion control requirements.

(c) Each Owner shall include the following provisions in all construction contracts for improvements to the Owner's Lot:

1. The roadway abutting the Lot shall be cleaned each day of mud and debris during the period of construction.

2. There shall be no loud music at the construction site during the period of construction.

3. A dumpster for debris shall be provided at the building site for the period of construction.

4. All debris will be disposed off-site in accordance with applicable laws.

5. There shall be no more than one sign on any Lot during the period of construction, which sign shall not exceed six square feet.

6. No sign of the contractor shall be placed at the entry way to the Property.

7. The Owner shall comply with the soil and erosion plan control ordinance of the Village and Waukesha County.

6.8 Impact Fees and Reserve Capacity Assessments (RCA). The Village imposes impact fee, reserve capacity assessments (RCA) or other fees which are due at the time of Building Permit issuance. The actual amounts may change. Owners are solely responsible for all such charges.

ARTICLE 7. INSURANCE

7.1 Association Insurance. The 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 with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

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

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

7.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

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

7.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy and may be enforced by special assessment against the particular property involved.

7.7 Exclusions From Coverage. Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b)

liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 8. AMENDMENT OF DECLARATION

8.1 General. Except as otherwise provided herein, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots (inclusive of any Lots added to the Expansion Real Estate that is not developed) have been sold to an Owner intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of the Association or Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association. After such period of time, then by written consent of at least two-thirds (2/3) or more of the total votes of the Association Members then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration. No amendment to this Declaration shall modify, limit, or remove the rights of the Village without its express written approval.

8.2 Procedures. Declarant shall prepare and execute amendments until all Lots and Outlots in the Subdivision are conveyed and shall become effective when recorded in the Register's Office. Following the conveyance of all Lots and Outlots in the Subdivision, amendments shall be prepared and executed by the president of the 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 sixty (60) days after the amendment is recorded.

ARTICLE 9. RIGHTS OF DECLARANT

9.1 Reserved Rights. Pending the conveyance of all Lots by Declarant to purchasers for the construction of a residence on such Lot, Declarant:

(a) may use the Outlots, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed 24 months from the date of issuance of the certificate of occupancy therefor; provided, however, that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 10 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any

Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

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

9.2 Right to Expand. Declarant reserves the right to expand the Property, without the consent or approval of any Owner, at any time and from time to time by subjecting to this Declaration all or any portion of the portion of the Property which has not yet been the subject of a Plat. Expansion may be effected in any number of Phases. Declarant is under no obligation to and makes no representation that it will in fact exercise its rights to expand the property or construct improvements thereon; parts or all of the Property which has not been subjected to a Plat may be withdrawn from the Property at any time by recording in the Register's Office a notice to that effect and then developed for uses other than as part of the Property. Portions of the Property are presently not owned by the Declarant and are included herein only in the event that Declarant acquires an interest therein.

9.3 Uses of Unplatted Portions of the Property. The unplatted portions of the Property may be used for any other purposes for which any other part of the Property is used hereunder, provided that at the time of each expansion Declarant may impose additional conditions and limitations on such future phases.

9.4 Effect of Expansion. Upon each such expansion (1) each Owner of a Lot in the Plat so added shall be a member of the Association entitled to a vote, (2) each new Lot created shall be entitled to one vote per Lot, (3) the ownership of the Common Areas shall be automatically deemed shared with all such new Lots so that the percentages in Section 2.6 are adjusted to be 1 divided by the number of Lots then in the Subdivision, and (4) any portions of the Property so designated shall be Common Areas subject to ownership as described in Section 2.6. The assessments for each such new Lot during the budget year in which the same is added to the Property shall be determined on an equitable basis by the Board. For purposes of Sections 2.3, 6.1(a), 8.1, and 12.1, the number of Lots and votes shall be deemed to be 29 until Declarant's right to expand as above expires or is voluntarily terminated, and Declarant shall be deemed to own all such Lots except those actually conveyed of record to third parties in individual transactions. Subject to the foregoing, the percentage of votes required under each such Section shall be adjusted to account for each new expansion.

9.5 Method of Expansion. Expansion shall occur upon recording in the Register's Office an amendment to this Declaration describing the portion of the Property so affected, and the uses and limitations on uses Declarant desire to be applicable to such property and explaining the effect of such expansion in accordance with the terms of this Article. Amendments to accomplish an expansion need be signed only by the Declarant.

9.6 Matters Related to Expansion.

(a) Declarant reserves an easement over and across the Outlots and any Lots which have not yet been conveyed to third parties for the benefit of the unplatted portions of the Property for the purposes of construction ingress and egress and for the purpose of installation, maintenance and replacement of underground utilities servicing the unplatted portions of the Property.

(b) If Declarant determines at any time that it is desirable to coordinate utility services or drainage for the unplatted portions of the Property with existing utility

services or drainage for the Subdivision, Declarant may connect utilities or drainage features servicing the unplatted portions of the Property to existing utilities or drainage features even if the unplatted portions of the Property are not then or thereafter made a part of the Subdivision.

(c) Each Owner, by acceptance of a deed to a Lot, acknowledges and agrees that Declarant has reserved the rights set forth in this Article, including, without limitation, the right to expand the Property, withdraw portions of the Property, and amend this Declaration to effectuate such actions. Each Owner further acknowledges that such actions may occur without further notice to or consent of the Owners.

Each Owner covenants and agrees that it shall not object to, contest, or otherwise oppose, directly or indirectly, any exercise by Declarant of its rights under this Article, including, without limitation, any expansion, contraction, withdrawal, or amendment undertaken in accordance with this Declaration.

ARTICLE 10. REMEDIES FOR VIOLATION BY OWNER

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

10.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Section 3.6. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

10.3 Sections Enforceable by Village. The restrictions imposed upon the Property, and the obligations of the Declarant, Association and Owners contained in sections 4.2, 5.1, 6.7, 11.2, and 11.3 all benefit the Village and are enforceable by the Village as specified in this Article.

10.4 Enforcement by the Village. If an obligation or restriction contained in any of the sections listed in Section 10.3 is not performed or fully complied with by the Association or any one or more of the Owners (in each case, a "Breach"), Village may, but is not required to, seek the following enforcement in the following manner:

(a) Notice and Hearing. Village shall first provide written notice of the specific Breach to the entity which failed to perform said obligation or who owns the portion of the Property where the restriction or provision or obligation is not being complied with or fully performed (as the case may be), with copy to the Association if the Association

is not the offending party, and in any case, the Village shall provide for a hearing regarding the alleged Breach at which all Owners and Occupants may attend and speak.

(b) Remedy. If, within thirty (30) days after the hearing provided above, the Village determines that a Breach existed and that such Breach has not been remedied, and if the Association has not taken steps satisfactory to the Village to remedy a Breach, the Village shall be entitled to seek any one or more of the following remedies:

(1) Injunction. An injunction compelling the person committing such Breach to remedy it.

(2) Money Judgment. A money judgment against the person committing such Breach for all monies owed to Village as a result of the Breach including all legal and professional consulting fees and costs of litigation incurred by Village in obtaining an injunction or money judgment or both.

(3) Performance of Work. The Village may cause any work to be performed on the Common Areas in order to remedy any Breach. The performance of any such work shall not cause the Common Areas to be dedicated to the public, nor shall it constitute the assumption by the Village of any duty to perform any other or further work in the Common Areas.

(4) Special Assessment or Special Charge. If one or more Owners commit or allow a Breach, the Village may levy either a special assessment or special charge against the property owned by the Owner who has committed or allowed the Breach in an amount equal to all damages, costs and expenses incurred by the Village (including all attorney fees and other professional consulting expenses) as a result of such Breach. If the Association commits or allows a Breach, the Village may levy either a special assessment or special charge against the property owned by each of the Owners in an amount equal to such Owner's share, based on the fraction set forth in Section 2.6(a), of all damages, costs and expenses incurred by the Village (including all attorney fees and other professional consulting expenses) as a result of such Breach. Each Owner, on his or her own behalf and on behalf of any successors in interest, hereby accept the levy of such special assessment or special charge pursuant to this subsection and hereby irrevocably waive rights of notice and hearing pursuant to Wis. Stats. §66.0703 or any amendment thereto.

ARTICLE 11. EASEMENTS

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

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

11.3 Drainage. An easement is reserved to Declarant, the Association and the Village over Lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any master plan approved by the Village.

ARTICLE 12. TERMINATION

12.1 Termination. This Declaration shall be in effect for a period of 40 years and may be extended by the timely recording of an instrument expressly referring to this Declaration consistent with Wis. Stat. § 893.33(6), unless terminated at the end of the original or thereafter by: (1) Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be expressed and shall be effective upon recording a written instrument to such effect in the Register's Office. This section does not terminate, and shall not be interpreted to authorize termination of, any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or political subdivision or municipal corporation of the State of Wisconsin, including the Village and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefited political subdivision by recorded document.

ARTICLE 13. CONSTRUCTION AND EFFECT

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

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

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

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

13.5 Remedies. All remedies herein are cumulative.

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

13.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in

writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

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

13.9 Applicable Laws. The Declarant, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations, and ordinances of the Village of Sussex, Waukesha Count, the State of Wisconsin and the federal government, and the same may be more restrictive than these Restrictions. In the event there is a conflict between the requirements of these Restrictions and any provision of the Village, County, State or federal law or regulation, the more restrictive provisions shall apply.

Executed on November 17, 2026

Wildflower, L.L.C.

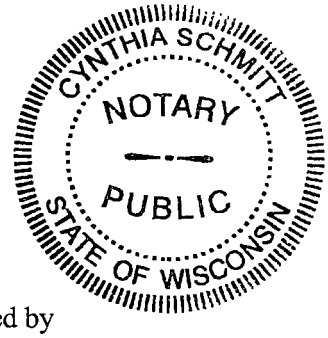
By: Jerome A. Bence, Jr. Irrevocable Trust Agreement II, Member

By: _____

Theresa M. Weitermann, Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

Personally came before me this November 17, 2026, the above named Theresa M. Weitermann, Trustee of the Jerome A. Bence Jr. Irrevocable Trust under Trust Agreement No. II dated January 2, 1998, member of Wildflower, L.L.C., by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.



_____
Cynthia Schmitt
Notary Public, State of Wisconsin
My Commission Expires: 4/10/2029

This instrument was drafted by
and should be returned to:
Theresa M. Weitermann, Trustee

Exhibit A

The Property consists of all of the following Wildflower Final Plat described land. Following the description of the Property, there is a description of a portion of the Property which is the first such portion subject to a Plat, and therefore the first such portion to which this Declaration applies. The "complete" Property consists of the following:

LEGAL DESCRIPTION:

All that part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 27, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of said Section 27; Thence North 89°45'28" East and along the North line of said Northwest 1/4 Section, 71.56 feet to the place of beginning of lands hereinafter described;

Continuing thence North 89°45'28" East and along the said North line, 1571.61 feet to a point; Thence South 56°00'22" East, 98.97 feet to a point; Thence North 89°51'38" East, 249.91 feet to a point; Thence South 50°52'51" East, 68.73 feet to a point; Thence South 00°54'22" East, 118.36 feet to a point; Thence Southwesterly 83.39 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 380.00 feet, whose central angle is 12°34'25", and whose chord bears South 31°29'09.5" West, 83.22 feet to a point of tangency; Thence South 37°46'22" West, 335.07 feet to a point of curvature; Thence Southwesterly 168.22 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 1070.00 feet, whose central angle is 09°00'29", and whose chord bears South 33°16'07.5" West, 168.05 feet to a point; Thence South 59°02'52" East, 133.74 feet to a point; Thence South 11°58'08" West, 258.30 feet to a point; Thence South 74°32'49" East, 141.41 feet to a point; Thence South 67°34'00" East, 201.34 feet to a point; Thence South 60°50'30" East, 166.23 feet to a point; Thence South 86°16'01" East, 432.49 feet to a point on the East line of the said Northwest 1/4 Section; Thence South 00°15'36" West and along the said East line, 732.66 feet to a point on the North line of "Stone Ridge Estates Addition No. 1" (a Subdivision Plat of Record); Thence North 89°55'49" West and along the said North line and the Westerly extension thereof, 1190.44 feet to a point; Thence South 29°35'29" West, 474.76 feet to a point; Thence North 60°24'31" West, 33.00 feet to a point on the West Right-of-Way line of "Pewaukee Road"; Thence South 29°35'29" West and along the said West Right-of-Way line, 67.06 feet to a point on the North line of Lot 1 of

Certified Survey Map No. 1832; Thence North 89°49'31" West and along the said North line, 491.32 feet to a point; Thence South 00°10'29" West and along the West line of said Lot 1, 200.35 feet to a point on the South line of said Northwest 1/4 Section; Thence North 89°49'31" West and along the said South line, 595.74 feet to a point on the East Right-of-Way line of S.T.H. "164"; Thence North 00°20'25" West and along the said East Right-of-Way line, 1172.82 feet to a point; Thence North 89°39'27" East and along the said East Right-of-Way line, 10.00 feet to a point; Thence North 00°20'25" West and along the said East Right-of-Way line, 1100.85 feet to a point; Thence Northeasterly 340.70 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Southeast, whose radius is 11371.56 feet, whose central angle is 01°43'00", and whose chord bears North 00°31'05" East, 340.69 feet to the point of beginning of this description.

Said Parcel contains 4,818,369 Square Feet (or 110.6145 Acres) of land, more or less.

Date: 10/19/26

James A. Trandel, Jr., P.L.S.
Professional Land Surveyor S-4069
TRIO ENGINEERING, LLC
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Brookfield, WI 53045
Phone: (262)790-1480