

Covenants, Conditions, and
Establishment of Home owners
Association For Reserve at Wladar
Creek LLC

Document Number

Document Title



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RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
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Recording Area

Name and Return Address

MICHAEL R KUENN
1115 HWY C #30
Grafton, Wis 53024

Parcel Identification Number (PIN)

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WRDA Rev. 12/22/2010

**Declaration of Restrictions, Covenants, Conditions,
And Establishment of Home Owner's Association for
The Reserve at Ulao Creek LLC**

Declaration of covenants, conditions, and restrictions amended this 5 day of March, 2020, by The Reserve at Ulao Creek Home Owner's Association Inc., referred to as the "Association", concerning the residential subdivision known as The Reserve at Ulao Creek referred to as the "Subdivision" Lots 1-6, not Lot 7.

RECITALS

WHEREAS, The Reserve at Ulao Creek LLC, a Wisconsin Limited Liability Company organized and existing under the laws of the State of Wisconsin, referred to as "Developer", is the owner of real property located in the County of Ozaukee, State of Wisconsin, fully described in Exhibit "A," attached to this declaration.

WHEREAS, Developer has developed and platted the mentioned real property to a residential community and subdivided such property into Six (6) individual, quality, single-family residential lots. Lot 7 is not part of the Homeowners Association. The general purpose of this Declaration of Restrictions is to promote the harmonious development of The Reserve of Ulao Creek into a residential community of the highest quality while protecting, preserving and honoring the unique beauty and quality of environment. The Reserve at Ulao Creek will become and remain an attractive subdivision, to preserve the wildlife, plants, and wetlands, to ensure the most exclusive privacy of each home site. To protect against the erection of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to ensure the highest and most appealing residential development of the property. To encourage and secure the erection of attractive homes; utilizing the most optimal locations on home sites to promote seclusion and privacy. To prevent haphazard and inharmonious improvement of building sites; to secure and maintain adequate privacy and free spaces between homes, and in general, to provide for a high quality of improvement while being mindful and sensitive to protecting and preserving the natural environment of The Reserve at Ulao Creek and thereby maintaining and enhancing the values of investments made by purchasers of the lots.

DECLARATION

NOW, THEREFORE, Developer declares that the land (except for dedicated streets and utilities) shall be subject to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth, which shall inure to the benefit of the Developer and the Lot Owners and the Association and shall be binding upon the Lot Owners, the Association, and their respective heirs, personal representatives, successors, assigns, transferees, mortgagees, licensees, leasees, employees, agents and invitees and any other user of the Subdivision, and be used, held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easement, desires that the entire subdivision constitute a single residential community with access, use, and rights and obligations toward the ownership, operation, and maintenance of community property.

1.01 DEFINITION OF TERMS

- (1) "Family": shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption or marriage.
- (2) "Parcel" shall mean each individually numbered Lot, as aforescribed.
- (3) "Structure" shall mean and include, but not be limited to, buildings, walls, fences, outdoor dog kennels, swimming pools, tennis courts, playground equipment, any other similar items, the construction of which may not necessarily require a building permit, or any other construction of eighteen (18) inches or more above the immediately surrounding elevation.
- (4) "Attached" shall mean incorporated into the primary dwelling Structure with at least one common wall.
- (5) "Cars" shall mean standard size automobiles.
- (6) "Dwelling" shall mean any building designed or used exclusively as a residence and having living, cooking and sleeping facilities, but does not include boarding or lodging houses, motels, hotels, bed and breakfast establishments, cabins, housekeeping cottages, or mobile homes.
- (7) "Town" shall mean the Town of Grafton, a municipal corporation.
- (8) "Association" The Reserve at Ulao Creek Homeowners Association Inc.
- (9) "Developer" shall mean The Reserve at Ulao Creek, LLC, a Wisconsin limited liability company, its successor and assigns, acting as agent for the owner of the Property.
- (10) "Developer Agreement" shall mean the Development Agreement between the Town and the Developer.
- (11) "Lot" shall mean a platted lot within the Subdivision identifiable by reference to a lot number, regardless of whether such Lot is currently platted or platted at some future time.
- (12) "Home" shall mean a single residential building designed and used as a dwelling for one Family. The term "Home" does not include any garage, including without limitation, an attached garage.
- (13) "Lot Owner," "Lot Owners" or "Co-Owners" shall mean the holder(s) of fee simple title to a Lot. The terms "Lot Owner," "Lot Owners" or "Co-Owners" shall include land contract vendees and vendors. The terms "Lot Owner," "Lot Owners" or "Co-Owners" shall not include the holder(s) of any leasehold interest or any mortgage or other lien or encumbrance.
- (14) "Driveway" shall mean a driveway branching off the Shared Driveway leading up to a lot owner's private residence.
- (15) "Shared Driveway" shall mean the driveway coming off County C and ends at edge of gravel where a driveway meets the Shared Driveway.
- (16) "Subdivision" shall mean the lands described on the attached Exhibit A.
- (17) "Hard Surface" shall mean an impervious surface such as a roof, concrete drive, concrete sidewalk, or any other impervious surface which does not allow water to drain through the surface.
- (18) "Board" shall mean the Board of Directors and shall manage the affairs of the corporation. Such Board of Directors shall consist of 3 directors.

1.02 GENERAL PURPOSE

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive, safe and healthy residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all Improvements, as well as the natural beauty of the land, wildlife, and quality of the Conservancy Subdivision; to help assure the best use and most appropriate development and improvement of each Lot; to protect owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to

guard against the erection or maintenance of garish or poorly designed or proportioned structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures, and color schemes; to ensure a residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the Lots; to prevent installation of Improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to secure and maintain a proper spatial relationship of buildings, Structures and other Improvements; to encourage development of the Subdivision in a manner consistent with a conservation subdivision and natural area aesthetics and the preservation of the natural environmental amenities and natural habitats; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

1.03 USE OF LOTS

a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone or computer. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. Lots shall not be purchased in the Subdivision solely for the purpose of investment or resale.

b) Only one Home may be constructed on each Lot and no garage, tent, or other Improvement (except for the Home) shall be used for temporary or permanent living or sleeping for any person, including without limitation, family or guests, without the prior approval of the Board, which may be granted or withheld in the Board's sole discretion. If permitted by all governmental authorities having jurisdiction, a Lot Owner may purchase two adjoining Lots in the Subdivision and treat the two Lots as one Lot for the purposes of construction of a Home on the combined Lots, but the Home (including the size of the Home) and the location of the Home on the combined Lots must otherwise comply with all terms and conditions of this Declaration. For construction and improvement purposes, the two adjoining Lots will be deemed to be one Lot, but for all other purposes of the Declaration, including without limitation, membership in the Association, voting rights and share in common area expenses, the owner of the two adjoining Lots will be deemed to own two Lots.

c) Each Lot Owner shall maintain and repair his/her Property, including without limitation, all open spaces and all front, side, and rear yards, so that the Property is at all times in good condition and repair and neat in appearance when viewed from any street or other Lot and, if not properly maintained and repaired, the Association may perform such maintenance, clean up, repairs and replacements as it deems necessary or appropriate and charge the costs thereof to the Lot Owner and levy a Special Assessment for such costs against the Lot. Developer may, but shall not be obligated to, improve any areas of the Subdivision other than those Lots owned by Lot Owners other than Developer with grass, mature trees, shrubs, foliage and other plantings and cut grass, trees, hedges, foliage and other plantings as Developer sees fit. The Association may, but shall not be obligated to, improve any areas of the Subdivision other than Lots owned by Lot Owners and Developer with grass, trees, hedges, foliage and other plantings and cut grass, trees, hedges, foliage and other plantings as the Association sees fit as long as such improvements are not in violation of the provisions of Section 1.07(b).

d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.04 RESTRICTIONS ON USE OF RECREATIONAL VEHICLES

Neither recreational vehicles (which shall include without limitation, motorcycles, snowmobiles, trail bikes, travel trailers, vans, motor homes, dune buggies, go carts and other off-street motorized vehicles of any kind and other vehicles as defined by the Board) nor trucks shall be parked, kept or stored on any undeveloped area of the Subdivision, nor shall any such recreational vehicle or truck be parked, kept, or stored on any Lot outside an enclosed garage, without the prior approval of the Board, which approval may be granted or withheld by the Board in the Board's sole discretion. Such recreational vehicles shall not be used or operated on any Lot not belonging to owner or otherwise within the Subdivision except on the Shared driveway in accordance with applicable traffic laws or without the prior approval of the Board, which approval may be granted or withheld by the Board in the Board's sole discretion.

1.05 ANIMALS AND PETS

No livestock, poultry, reptile, dogs, cats, or other animal of any kind shall be raised, bred or kept on any Lot, except that a total of two usual and customary household pets as may be approved by the Board from time to time may be kept on a Lot so long as not kept, bred or maintained for any commercial purpose or in an unreasonable manner. It is understood that dogs and cats are approved household pets. A total up to four chickens (hens only) may be allowed only if approved in advance by the Board. The right of any person or entity to keep any household pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner or person or entity and is not allowed to run at large and in that regard, excessive barking by dogs, as determined by the Board, shall not be permitted. No dangerous dogs as defined by the Board may be kept on any Lot.

1.06 GARBAGE AND REFUSE

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage of household garbage in sanitary covered containers suitably screened from view from streets, Shared Driveway, 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 in writing in advance by both the Board and the Town Fire Chief.

1.07 LANDSCAPING; EASEMENTS; MAINTENANCE; TREES

a) Maintenance of Landscaping on Lots. No Lot Owner shall be permitted to change landscaping previously approved by the Board and located on Lot Owner's Lot without first obtaining the written consent of the Association, which consent may be granted or withheld in the sole discretion of the Board of the Association. In the event a Lot Owner or its agents, employees, contractors or invitees changes the landscaping located on any Lot the Developer and/or the Association and their respective employees, contractors and agents shall have the right to enter upon said Lot to correct, repair, maintain and restore the landscaping to its original condition and the homeowner will be charged for said repair. An irrevocable right and permanent easement is hereby granted by each Lot Owner for the benefit of the Developer and the Association upon, over, across and through each Lot for the purpose of maintaining and making repairs to the landscaping and for the purpose of exercising the

rights granted to Developer and the Association in this Section. The Lot Owner shall be responsible for all costs and expenses incurred by the Developer and/or the Association in connection with the correction, repair, maintenance and restoration of the landscaping located on said Lot Owner's Lot and Shared Driveway. In the event a Lot Owner fails to pay for or to reimburse the Developer and/or the Association, as the case may be, for said costs and expense, the Developer and/or the Association shall thereafter have the right to levy a Special Assessment against the Lot of the Lot Owner involved for such costs and expenses pursuant to the provisions of Section hereof.

b) Trees and Vegetation on Lots. The Home Owners Association with Board approval shall maintain the removal, trimming, replacement and alteration of trees, plants and other vegetation located along the Shared Driveway and on each Lot to maintain a 22' wide by 14' high for clearance of the fire trucks and emergency vehicles. This is consistent with Town of Grafton Ordinance 2012-05, 9.2.7.11 (D). The cost shall be assessed equally among the lot owners as provided by Section 2.06 in the Home Owners Association.

c) Binding Effect. All easements and rights described herein are easements appurtenant to each Lot and are easements running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of the Developer, the Association, and the Lot Owners and shall be binding on, the Lot Owners, purchasers, mortgagees, lessees and occupants and their heirs, personal representatives, successors and assigns.

CONSTRUCTION OF IMPROVEMENTS AND BUILDING RESTRICTIONS

2.01 MINIMUM LIVING AREA AND HEIGHT REQUIREMENTS; GARAGES

a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios, and storage areas) of not less than 2,000 square feet for a one-story dwelling. In the case of a two stories or split or tri-level, the home shall not be less than 2,200 square feet (1,350 minimum on the first floor). Square footage is exclusive of porches, garages, breezeways, or screened porches. The maximum height for a home in the Town of Grafton is 42 feet. The Board shall have the exclusive right to determine whether such requirements will be satisfied and any decision of the Board shall be final and conclusive.

b) No Home shall exceed two stories (excluding the basement).

c) An attached enclosed garage shall be constructed on each Lot at the time of construction of the Home on such Lot and all exterior portions of such garage shall be completed prior to occupancy of the Home. Only one garage shall be located on a Lot without the prior approval of the Board, which approval may be granted or withheld by the Board in the Board's sole discretion.

2.02 LOCATION AND SETBACKS

a) Homes or garage shall not be located on any Lot within any setback area. No building or structure shall be erected, constructed, maintained, or permitted on such residential lots, except on a "building site" as defined on the Plat survey map. All measurements made for the purposes of this Section 2.02(a) shall be taken from the foundation of the Home and garage. The height and location of any residence, garage, or accessory building shall be designed and located so as to assist in the preservation of views of others.

b) Notwithstanding the setback requirements specified above, the orientation and precise location of each Home and garage on a Lot, as well as all other improvements on the Lot, must be approved in writing by the Board prior to any construction, it being intended that the Board may, in its discretion, impose greater or lesser setback requirements than those specified above in order to achieve or maintain the aesthetic appearance of the Subdivision or any portions thereof which the Board deems advisable. In an effort to maintain the existing trees, landscape and maximum views by limiting the building area of adjacent Lots, the Developer has restricted buildable areas for the Lots as shown on the Final Plat.

2.03 BUILDING RESTRICTIONS, EXTERIOR CONSTRUCTION MATERIALS, & FEES

a) Acceptable roofing materials include: Cedar, tile, slate, fiberglass, concrete shingles or dimensional asphalt shingles, unless approved by the Board.

b) Roof pitch minimum shall be 8/12, unless approved by the Board.

c) Exterior of all Homes shall be constructed of all natural building materials such as stone, brick, cedar, Hardiplank, or LP Smartside, or their equivalent; aluminum, steel, plastic, vinyl or similar siding shall not be permitted. (1) Enhancements such as masonry treatments must not terminate at an outside corner; (2) Aluminum or vinyl clad windows, doors and garage doors, high quality composite shutters, acrylic stucco may be used if approved by the Board; (3) all direct vent fireplaces must be constructed to be flush with the exterior wall. All fireplace flues that protrude from the roof shall be enclosed in a chimney. All chimneys and exterior chases shall be clad in natural materials. (4) Finish roof construction of cedar shake shingles, tiles, cement tiles or other materials approved by the Board. (5) All exposed basements or foundations shall be covered by natural materials.

d) No trailer, tent, shack, barn, or other outbuildings, shall at any time be used as a residence, temporarily or permanently on any building site unless approved by the Board.

e) Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns.

f) No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood.

g) No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, other unsightly growths, out of season holiday objects or other objects, shall be allowed on any lot. Immediate removal of these items are the responsibility and cost of the Lot Owner. All buildings and any approved fences shall be kept in a state of repair. All residences, garages, and accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair and is the responsibility of the Lot Owner.

h) No above ground pools, other than portable wading pools of a depth of less than 24 inches (which shall be removed during winter months), are allowed. Any in ground pool shall be approved by the Board and Town of Grafton as required by local ordinance. All in ground pools must be completely enclosed by a secure wall or fence of a minimum height of 4 feet, with a self-closing and self-latching gate or door (at the top of such gate or door) as required by local ordinance.

i) No boat, boat trailer, house trailer, horse trailer, recreational vehicle, Camper, RV, Mobile Home, truck, or other vehicle, Carport, or any part thereof shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or fully-enclosed space, except for temporary storage for a period not to exceed 30 consecutive days in duration, with such temporary occurrences not to exist more than 2 times in any one calendar year, unless given the prior approval of the Board, which approval may be granted or withheld by the Board in the Board's sole discretion. Automobiles are to be stored inside in a garage or on a homeowner's driveway.

j) No Improvement shall be constructed, installed or located within the setback areas described above; this includes garden sheds, gazebos, parts of the building, porches, etc. The Board may permit Improvements (other than the Home and garage) to be constructed, installed and located outside the setback 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 Lot Owners advising them of the proposed Improvement and affording them an opportunity to be heard with respect to the proposed Improvement. The Improvements for which permission must be obtained include without limitation the following: garden sheds, gazebos, playsets, fences, steps, overhangs, attached porches, patios, dog runs and eaves.

k) No fences shall be constructed except after approval and review by the Board, and all fences shall be designed and constructed so as to be compatible with the neighborhood. Fences are allowed along a property line with the finished side facing out. Except as provided below, all fences shall be constructed of wooden or composite materials. All fences shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the subdivision. Chain-link fences for animal containment purposes, with proper screening from neighbors and public view, may be acceptable on approval of the Board.

l) No retaining walls may be constructed on a Lot unless the Board has approved same. Retaining walls shall be built of stone, decorative concrete masonry, or brick or other material consistent with materials used to construct the Home on the Lot, but retaining walls shall not be built out of concrete block or unfaced poured concrete. The installation of retaining walls must comply with all applicable Board requirements.

m) The Town of Grafton assesses all new lots with impact fees at the time of issuing a building permit; this is the responsibility of lot owner. At this time, there is a \$2,000 park and open space impact fee, and a \$929 road impact fee.

2.04 APPROVAL OF BOARD REQUIRED FOR ALL IMPROVEMENTS

a) No Home, garage, playset or other Structure or Improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without: (1) prior submission of detailed plans to the Board appropriate for its review and approval; and (2) acquisition of prior written approval by the Board. Plans, to be considered appropriate for review by the Board, must include the following (unless the Board advises a Lot Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the structure/Improvement involves construction of a Home, garage or addition or change to either) showing dimensions, composition and color of exterior materials, together with paint color samples and brick/stone color samples, a plot plan showing the location of the Improvement with respect to

setbacks from all Lot lines and other buildings and Improvements; hard surface square footage including home, garage, driveway, sidewalk, patio with dimensions; finished grade elevations and topography; existing plantings, and such other data pertinent to such review by the Board as it may reasonably request. The Lot Owner shall submit the proposed grade of the top of the foundation of the Home and the proposed grade of the garage floor to the Board for its approval, and once approved, the Lot Owner shall be responsible for constructing the Home and garage in accordance with the approved grade. The Lot Owner shall also submit proposed finish grade elevations of such locations in the Lot, and once approved, the Lot Owner shall be responsible for grading the Lot in accordance with the approved grades.

b) No deviation from any approved grades shall be permitted without the prior written approval of the Board. Within 30 days after completion of a Home on any Lot, the Owner shall finish grade the Lot to conform to the Grading Plan and the grades approved by the Board, and from that time forward, nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with the said plan. The Board shall consider the following factors and may deny or withhold approval of any proposed structure/Improvement if, in its sole judgment, any one or more of the general purposes specified in Section 1.02 will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated Improvements; location with respect to topography and existing surroundings; setbacks; finished grade elevations; access; drainage; plantings; and general aesthetics. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON ANY LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE. Without intending to limit the generality of the foregoing, it is intended that the exterior color of any portion of a Home, garage or other Improvement may not be changed in any significant respect without the prior written approval of the Board, which approval the Board may grant or withhold, in its sole discretion.

c) Upon approval by the Board of the plans for the proposed structure/Improvement and upon receipt of any necessary Town and other governmental approvals or permits or licenses, construction or installation of the Improvement may commence. Construction of the Home must commence within 12 months following the date of the purchase or other transfer of a Lot to the Lot Owner. Construction of the Home and garage and all other Improvements must be completed within 18 months following the date of issuance of the building permit for the Home. The Home, garage and all other Improvements shall be deemed to have been completed when the Town issues its final occupancy permit for the Home, garage and all other Improvements.

d) The Board may impose rules and regulations in addition to those contained in this Declaration with respect to required submissions to the Board and approvals of the Board from time to time as it deems fit and in addition, the Board may, by rule and regulation, impose fees on the Lot Owners for Board review and approval of plans.

e) Any approval or permission of the Board under this Section, to be binding or effective must be in writing signed by the President or Secretary of the Association. No oral statements, representations or approvals of the Board or any of its members or agents shall be binding on the Board under any circumstances, regardless of any reliance thereon by any Lot Owner.

f) Within 90 days following construction or installation of any Improvement, the Lot Owner shall furnish a re-certified survey showing the location of the Improvement, if requested by the Board.

g) Unless otherwise approved by the Board, in its discretion, once the Board has approved a Lot Owner's plan, the Lot Owner must construct all Improvements shown on such plan and must construct all such Improvements in accordance with the Board-approved plan.

2.05 LANDSCAPING, DRAINAGE AND HARD SURFACE

This Declaration hereby grants a non-exclusive, permanent easement to Developer and the Association and their agents, employees, and contractors upon, across, over and through all of the Lots of the Subdivision, for the purpose of construction and installation and maintenance and repair of the Easement and Developer Landscaping.

a) Within 6 months after plans for a structure/Improvement are originally submitted for review by the Board, a detailed and complete professional landscaping design plan created by a landscaping company including a final grading plan for the entire Lot shall be submitted by the Lot Owner to the Board for its approval under Section 2.05 in such form the Board requires and must receive approval to the landscape design plan prior to installation of any landscaping on the Lot.

This professionally designed Landscape Design Plan will include all dimensions on survey with home, mound, existing trees, shrubs and drainage for the lot. It is to include driveway, sidewalk, patio with dimensions and hard surface square footage. All trees, shrubs, flower beds will be illustrated to scale with dimensions when mature. At its discretion, the Board may reject or modify the landscaping plans for overall compatibility with the other improvements in the Subdivision.

b) All landscaping within a Lot, including landscape grading, lawn planting and bed installation except the planting of sensitive trees during colder months, shall be completed (in accordance with the plan approved by the Board) within 12 months following the issuance of the final occupancy permit for the Home. In the event the Lot Owner fails to complete the landscaping within the twelve-month period, in addition to all other remedies, the Board, at its discretion, may access a fine of \$250 per month for each month or portion thereof following the expiration of the twelve-month period until the landscaping is complete; provided, however, it is recognized that some plants must be planted in season and some plant materials are added or removed as the landscape matures. In the event a Lot Owner fails to maintain its landscaping at any time in accordance with the landscaping plan approved by the Board, in addition to all other remedies, the Board may access a fine of \$250 per month for each month or portion thereof during which the landscaping is not properly maintained.

c) The Lot Owner shall not remove or cut down any trees on the Lot, whether existing as of the date of the purchase of the Lot by the Lot Owner or thereafter planted by the Lot Owner. There shall be no changes in the landscaping except to replant existing dead plants or trees with the same species in the same location, on any Lot from the original landscaping plan approved by the Board, without the prior written consent of the Board which may be granted or withheld in the Board's sole discretion.

d) Each professionally created landscaping plan submitted shall include a landscape plan for the septic system and proper drainage of the lot.

e) To avoid a substantial increase in surface water drainage onto the shared drive and adjoining Lots, the landscaping plan for each Lot shall illustrate, include and provide for adequate drainage of clean storm and surface water away from the shared drive and adjoining Lots if natural drainage on the Lot

is to be or has been altered by grading, installation of impermeable surfaces, or landscaping by the Lot Owner.

f) In the event that a neighboring Lot or Shared drive is disturbed during construction or grading, the Lot Owner shall immediately restore all disturbed areas at Lot Owner's expense, including the shared driveway or cause such areas to be immediately restored with driveway construction or vegetation of like kind and size. In the event that eroded material is deposited onto a street, street right-of-way, or neighboring Lot, the Lot Owner of the Lot from which the material came from shall be responsible for removing the material and restoring the driveway, driveway easement or property to its original condition at the Lot Owner's expense.

g) No fence, retaining wall, hedge, or screen planting shall be installed unless in accordance with landscaping design plan or other plans approved in advance by the Board under Section 2.04 and this Section.

h) Neither the Developer nor the Association shall be liable or responsible for removal of topsoil or soils from any Lot or the provision of soil or topsoil to any Lot or Lot Owner. The Lot Owner, at its expense, shall be liable and responsible for removal of topsoil or soils from his/her Lot and the provision of soil and topsoil to his/her Lot. The Lot Owner, at its expense, shall be liable and responsible for the removal of weedseed imported in topsoil provided to the Lot Owner's Lot.

i) Hard surface shall always remain at less than one acre (43,560 sq. ft.) within the entire development, Lots 1 - 6. "Hard Surface" shall mean an impervious surface such as a roof, concrete drive, concrete sidewalk, or any other impervious surface which does not allow water to drain through the surface. Each lot owner shall submit for approval to the Board their building plans including the square footage of their hard surface or impervious surfaces including roof, concrete drive, concrete sidewalk, or any other impervious surface which does not allow water to drain through the surface. It is the responsibility of the Board to maintain at all times less than one acre (43,560 sq. ft.) of hard surface within the entire development. Any additional impervious surface improvements must be requested and approved by the Board before any improvement is made on any homeowner's lot; including but not limited to sidewalks, patios, parking spaces, etc. Shared driveway cannot be paved without Town Engineer review and Town of Grafton approval.

2.06 SHARED DRIVEWAY EXPENSES AND LOT OWNER DRIVEWAYS

a) **Continuing Costs and Improvements.** The Home Owners Association with Board approval shall maintain the removal, trimming, replacement and alteration of trees, plants and other vegetation located along the Shared Driveway and on each Lot to maintain a 22' wide by 14' high for clearance of the fire trucks and emergency vehicles. This is consistent with Town of Grafton Ordinance 2012-05, 9.2.7.11 (D). The cost of operating, maintaining (including snow removal of 3" or more), servicing, repairing, inspecting, improving, rebuilding and/or replacing the Shared Driveway and the Easement Area shall be divided equally among each lot owner and future lot owners, which are existing and bound by this Agreement and costs are part of the annual assessment. Such charges or assessment shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or before such date, the charges or assessment shall bear interest at the rate of twelve percent (12%) per annum from February 1 of such year until paid in full. An expense shall be deemed to be incurred at the earlier when a binding written contract for the work is entered into, to the extent of the liquidated sum stated in the contract; or when such work is actually commenced as would support a construction lien. Improvements such as a pervious and/or impervious pavement on

the Shared Driveway shall be brought up to the Board and approved by the Board. Shared Driveway cannot be paved without review by the Town of Grafton Engineer and Town of Grafton approval. Any impervious surface added to the Shared Driveway must not exceed the total of one acre (43,560 sq. ft.) of impervious surface of the entire subdivision including all homes, garages, and impervious driveways of homes, impervious sidewalks, impervious patios or any impervious surfaces on Lots 1 through 6. See 2.05 (i) Hard Cover and the Shared Driveway Easement Agreement document.

b) Special assessment. A special assessment may be levied by the Association for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the lands and facilities hereinabove referred to, provided, however, that such special assessment shall require approval by two-thirds (2/3) of the votes in the Association. All lots 1 through 6 shall also be subject to a special assessment by the Board of Directors of the Association to cover all or any portion of the expenses incident to the enforcement of the recorded Declaration of Restrictions concerning said lot and for caring for vacant, unimproved or unkept lots and removing weeds, grass or any other unsightly or undesirable objects therefrom.

c) Collection. The right to collect or enforce the collection of charges, assessments and special assessments is hereby exclusively delegated to the Association. The purchasers of lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the land purchased or to be purchased by them. All charges, assessments and special assessments which are unpaid on February 1 of the year in which due shall from that time on become and remain a lien upon the lot until paid, with all action and proceedings for the collection of the charges, assessments and special assessments and the enforcement of liens therefor. The provisions of Chapter 779 Wisconsin Statutes shall apply. If an owner fails to pay for the annual assessment for maintenance and repair in a timely manner, the Home Owners Association may pay such charges and invoice the same to the nonpaying owner. If the nonpaying owner fails to pay such invoice within ten days after mailing of personal delivery of such invoice, all such charges shall become and remain a lien upon the invoiced owner's lot until paid, with interest on the charges, from the due until paid in full, accruing at the legal rate on a liquidated debt. Any such lien shall be subject and subordinate to any first-lien mortgage, whether the mortgage is executed or recorded before or after the creation of the lien. An aggrieved owner may proceed against a defaulting owner: a) in an action for money judgment; or b) under the procedure of Wis. Stat. ch. 779 as if to enforce a maintenance lien. If an attorney is retained to enforce any delinquent charges, reasonable attorney fees, title charges, court costs, and other costs incurred shall be awarded to the prevailing party and shall be a charge against the lot of the party not prevailing.

d) Driveways. Each Lot shall be improved by the Lot Owner with a traffic bond driveway extending from the gravel edge of the Shared Driveway to the garage shall conform to Town of Grafton standards and the cost shall be borne solely by the owners of lots. Notwithstanding the foregoing, a Lot Owner may use other materials such as asphalt, concrete or stamped concrete or paving stone or brick for decorative purposes on the driveway, if approved in advance by the Board. The driveway shall be completed within nine months following issuance of a final occupancy permit for the Home. At the time plans for a Home are submitted for review by the Board, a plot plan showing the location of the driveway shall be submitted to the Board for its prior approval under Section 2.04 above. Any damage to, or debris upon, any part of the Easement Area or existing Shared Driveway which arises from such driveway and lot owner's construction of the home shall be repaired or promptly removed as part of the cost of the lot owner/homeowner. Cost of repair will be paid by said lot owner/homeowner. Any lot owner installing utilities shall minimize disruption to ingress and egress and bear the full cost of installation thereof and of restoration of the surface area disturbed.

2.07 CONSTRUCTION MATERIALS; STORAGE

No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Board, unless required for back filling, finish grading, or landscaping. Each Lot Owner shall be responsible for maintaining his/her Lot in a neat and orderly condition during construction, including cleanup of construction debris on his/her Lot and neighboring Lots. The Board reserves the right to undertake any cleanup it deems necessary and to assess the Lot Owner and his/her Lot for the costs associated with the cleanup.

2.08 WATER SUPPLY

Each Home shall be serviced by an individual well to be constructed on each Lot by the Lot Owner and at the Lot Owner's cost and expense. The well on each Lot shall be located as approved by the Board. At the time plans for a Home are submitted for review by the Board, the construction plans for each well shall be submitted to and approved by the Board in accordance with Section 2.04 above.

2.09 SEWAGE DISPOSAL

Each Home shall be serviced by an approved on-site waste/sewage disposal system to be constructed on each Lot by the Lot Owner and at the Lot Owner's cost and expense. The on-site waste/sewage disposal system on each Lot shall be located as shown on Preliminary Plat attached hereto or as otherwise approved in writing by the Board, with the consent of a qualified septic engineer and Ozaukee County. At the time plans for a Home are submitted for review by the Board, the construction plans for each on-site waste/sewage disposal system shall be submitted to and approved by the Board in accordance with Section 2.04 above.

2.10 GARBAGE DISPOSAL

Each Home shall be equipped with a garbage disposal connected to the sewage disposal system located on each Lot. No incinerator or incineration system for burning garbage or debris shall be used or permitted in the Subdivision.

2.11 WIRES AND ANTENNA, DRONES

a) All utility lines and wiring for gas, electric, telephone, and cable television service to a Home, garage or other Improvement shall be installed underground, unless otherwise permitted by the Board prior to installation. There shall be no overhead lines of any kind constructed, used or installed in the Subdivision.

b) No roof-top, tower-mounted or other external antenna or satellite dish for television, cellular or radio reception or for other electronic transmission or reception and no towers of any kind shall be erected or used in the Subdivision without the prior written approval of the Board, which approval the Board may grant or withhold in its sole discretion. The use of drones are prohibited and not allowed in any part of the Subdivision.

2.12 SIGNS, MAILBOXES

a) No sign or banner of any kind shall be placed or displayed on any Lot, except: (1) one sign of not more than six square feet advertising the Property for sale; (2) one standard sign (showing the Lot Owner's name) as may be approved by the Board for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision; (3) such signs as the Developer or Board may approve for the purpose of advertising The Reserve at Ulao Creek; and (4) such entrance signs or monuments designating the Subdivision as The Reserve at Ulao Creek as may be approved by the Developer or the Board.

b) There shall be only one mailbox. All mailboxes shall be located as directed by the U.S. Postal Service. The mailboxes shall be installed by the Lot Owner as part of its construction of its Home on the Lot. The Lot Owner shall maintain the mailbox in good condition and repair at all times.

2.13 HUNTING AND USE OF FIREARMS

Lot owners only (NO guests or other third parties) shall be permitted to bow hunt on Lot owners Lot only, located away at least 100 yards from any other Lot. Lot owner must provide written notice to the Association of such Occupant's intention to bow hunt at least five (5) days prior to the opening of any applicable bow hunting season. All other hunting including trapping shall be strictly prohibited throughout the Subdivision. The use and/or discharge of firearms or weapons of any kind shall be strictly prohibited throughout the Subdivision.

MISCELLANEOUS

3.01 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS

Developer hereby reserves the right to grant and convey easements to the Town and/or to any public or private utility company upon, over, through and across those portions of any Lot in the Subdivision within 20 feet of any lot line for purposes of allowing the Town or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s). Developer hereby reserves an easement for Developer and the Association and reserves the right to grant and convey easements to the Town and/or to any public or private utility company upon, over, through and across each Lot of the Subdivision for the purpose of facilitating drainage of storm or surface water within or through the Lot(s) and/or Subdivision. Developer hereby reserves the right to grant and convey easements to the Town and/or to any public or private utility company upon, over, through and across the Subdivision for purposes of allowing the Town or utility company to furnish gas, electric, water, sewer, cable television or other utility service to the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision to persons other than a Successor Developer.

3.02 SEVERABILITY

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

3.03 COVENANTS RUN WITH THE LAND

All terms, conditions and provisions of this Declaration, as they may be modified or amended from time to time, are covenants running with the Land.

Any Lot Owner violating the restrictions contained herein shall be personally liable for and shall reimburse the Developer and the Association for all costs and expenses, including attorneys' fees, incurred by the Developer or the Association in enforcing the restrictions. The foregoing shall be in addition to any other rights or remedies that may be available to the Developer and the Association.

3.04 AMENDMENTS TO DECLARATION

This Declaration may be amended by recording in the office of the Register of Deeds for Ozaukee County, Wisconsin, a document to that effect executed by the Lot Owners of at least 80% percent of all Lots in the Subdivision, and their mortgagees, with all signatures duly notarized; provided, however, this Declaration shall not be amended to terminate the Declaration or to alter the term of this Declaration, it being understood that this Declaration is perpetual. Such amendment shall become effective only upon recording. Notwithstanding the foregoing provisions of this Section 3.04, Developer may amend this Declaration without the consent of any of the Lot Owners, at Developer's option and in Developer's sole discretion. Any amendment to the Declaration shall automatically, without need of any further document or instrument, amend the provisions of the By-Laws of the Association in order to make the By-Laws consistent with such amendment. No amendment of this Declaration shall alter or abrogate the rights of Developer as contained in this Declaration.

3.05 TERM OF DECLARATION

This Declaration, as amended from time to time, shall be perpetual and shall be binding upon and shall inure to the benefit of the Developer, the Lot Owners, the Association, and their respective heirs, personal representatives, successors, assigns, transferees, mortgagees, licensees, lessees, employees, agents and invitees and any other user of the Subdivision, and shall be conditions, restrictions, covenants, reservations and easements running with the Land.

3.06 DISCLAIMER

Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot Owner or any other person or entity to develop or plat at any time any portion(s) of the Subdivision not already platted as of the date of recording this Declaration.

3.07 INTERPRETATION

This Declaration shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any Structure or engages in any activity not clearly authorized under this Declaration or approved in writing by the Board. In the event of a conflict between the provisions of any applicable law, rule, regulation and ordinance and this Declaration, the applicable law, rule, regulation and ordinance shall control and neither the Board nor the Association shall be required to consent to or approve any construction of improvements or any other matter to the extent the construction or other matter is inconsistent with applicable laws, rules, regulations and ordinances.

3.08 EASEMENTS

a) The Developer, the Association and the Conservation Easement Holder, if applicable, shall have a permanent, non-exclusive easement upon, over, across and through each Lot for the purpose of exercising all rights granted to either of them in this Declaration.

b) Nothing contained in this Declaration does or is intended to create any easements or rights in favor of the public in or to any portion of the Lots, it being understood that the public shall have no rights, benefits, or easements or rights to use any portions of the Subdivision. In addition, the public shall have no rights of access upon, over, across or through any portion of the Subdivision.

3.09 TOWN OF GRAFTON DEVELOPMENT AGREEMENT

Developer has entered into the Development Agreement setting forth certain undertakings and obligations with respect to the Subdivision. The Lot Owners understand and agree that the Town of Grafton has certain rights under the terms and conditions of the Development Agreement and the Lot Owners shall take title to their Lots subject to those rights of the Town. The Lot Owners shall comply with all terms and conditions of the Development Agreement applicable to the Lot Owners.

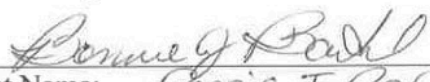
In Witness Whereof, this Declaration of Restrictions is executed by The Reserve at Ulao Creek LLC, a Wisconsin limited liability company, as Developer, as of the date first written above,

The Reserve at Ulao Creek LLC,
a Wisconsin limited liability company

By: 

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

Personally came before me, this day of 5th, March 2020, the above-named Mike Kuenn, sole member of The Reserve at Ulao Creek, LLC, to me known to be such sole member of The Reserve at Ulao Creek LLC, who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.


Print Name: Bonnie J. Bartel
Notary Public, Ozaukee County
My commission: 3/18/23

This Instrument Was Drafted By:
Donald A. Levy
Levy & Levy S.C.
P.O. Box 127
Cedarburg WI 53012

EXHIBIT A**LEGAL DESCRIPTION:**

That part of the Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty (20), in Township Ten (10) North, Range Twenty-two (22) East, in the Town of Grafton, County of Ozaukee, State of Wisconsin, described as follows:

Commencing at the East One-quarter (1/4) corner of said Section Twenty (20) and the point of beginning; thence North $89^{\circ}50'55''$ West 1331.55 feet along the South line of said Northeast One-quarter (1/4) to the Southwest corner of said Southeast One-quarter (1/4) and Northeast One-quarter (1/4), thence North $00^{\circ}00'33''$ West 709.21 feet along the West line of said Southeast One-quarter (1/4) and Northeast One-quarter (1/4); thence South $89^{\circ}50'55''$ East 1331.67 feet to the East line of said Northeast One-quarter (1/4); thence South 709.21 feet along the East line of said Northeast One-quarter (1/4) to the point of beginning.

EXHIBIT B**Approved Tree List**

Large Trees
Red Maple
Sugar Maple
White Ash
Green Ash
Ginkgo Biloba (male)
Kentucky Coffeetree
White Oak
Burr Oak
Red Oak
Little Leaf Linden
Redmond Linden
Horse Chestnut
River Birch
White Birch
Shagbark Hickory
Northern Catalpa
Common Hackberry

Small Trees
Serviceberry
Hornbeam (Musclewood)
Crabapple Hybrids
Ironwood (Hop Hornbeam)
Flowering Pear
Japanese Tree Lilac
Pagoda Dogwood
Cockspur Hawthorn
Washington Hawthorn

Trees to Avoid (Invasive Non-Native Species)

Black Locust
Norway Maple
Amur Maple
Siberian Peashrub
Russian Olive
Tatarian Honeysuckle