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WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 12/08/2021 1:18:32 PM

Total Fee: \$30.00 Page(s): 65
Transfer Tax: \$0.00

The above recording information verifies that
this document has been electronically
recorded and returned to the submitter.

Recording Area

Name and Return Address

Paul Hinkfuss
MLG/PF Twin Pines, LLC
19000 W Bluemound Rd
Brookfield, WI 53045

Part LSBT 0171.995

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**Second Supplement
To
Declaration of Restrictions for Twin Pine Farm
(for Twin Pine Farm III)**

This Second Supplement is made this 3rd day of December, 2021 by MLG/PF Twin Pines LLC (the “Declarant”);

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described and depicted on Exhibit 1 consisting of Lots 132-167 in Twin Pine Farm III (the “Property” or “Subdivision”), attached hereto and incorporated herein, which Property is located in the Town of Lisbon, Waukesha County, Wisconsin; and

WHEREAS, certain real property had been previously developed adjacent to the Property into a residential subdivision known as Twin Pine Farm which is subject to the Declaration of Restrictions for Twin Pine Farm recorded in the Waukesha County Register of Deeds on November 18, 2005 as Document No. 3338887 (the “Phase 1 Declaration”), attached hereto and incorporated herein as Exhibit 2, and Twin Pine Farm II which is subject to the Supplemental Declaration of Restrictions for Twin Pine in Lisbon recorded on May 13, 2011 (collectively “Restrictions”); and

WHEREAS, Declarant is a party to an Assignment and Assumption of Declarant’s Rights of Twin Pine Farm Homeowners Association, Inc. Agreement recorded in the Waukesha County Register of Deeds on September 26, 2018 as Document No. 4362781 (the “Agreement”) transferring all rights, benefits and obligations under the Restrictions to Declarant; and

WHEREAS, Article C of the Phase 1 Declaration grants the Declarant the right to add future phases to the real estate subject to the Phase 1 Declaration by recording a supplemental declaration of restrictions which shall extend the provisions of the Phase 1 Declaration to such future phases; and

WHEREAS, Declarant desires to subject the Property to the provisions, conditions, restrictions, covenants, and reservations of the Phase I Declaration as modified herein for the benefit of the Property and for the benefit of each Owner of any part of the Property, and for the

purpose of creating a desirable utilization of the land in an aesthetically pleasing residential environment; and

WHEREAS, capitalized terms contained in this Second Supplement shall have the same meaning as the capitalized terms in the Phase 1 Declaration unless specifically defined in this Second Supplement.

NOW, THEREFORE, the Declarant hereby supplements and amends the Phase 1 Declaration as hereinafter set forth:

1. The Declarant hereby declares that the Property shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements set forth in the Phase 1 Declaration except as amended herein, which declaration shall inure to the benefit of the Declarant, and its successors and assigns, and to all Owners hereafter having an interest in the Property.
2. The Phase 1 Declaration shall be amended as follows:
 - a. Article A, Section 1: The last sentence shall be amended and restated to read, "Each Single Family Dwelling shall have an attached garage which shall be of sufficient size to accommodate a minimum of two and one half cars."
 - b. Article A, Section 2: The first sentence shall be amended and restated to read, "Declarant shall maintain the integrity and aesthetics of the Subdivision until all the Lots in the Subdivision have been sold by the Declarant, or its successors or assigns, and a Dwelling has been built on all Lots in the Subdivision, or at such earlier time determined by the Declarant."
 - c. Article A, Section 2(c): Add the following language to the end of the Section, "In lieu of submitting the aforementioned printed copies of the plans, Owner may submit all plans via electronic mail."
 - d. Article A, Section 2(e): The Section shall be deleted in its entirety. Any remaining reference to a Deposit, the use of the Deposit or as a remedy in this Declaration shall be considered a special assessment against the Lot in accordance with Article B, Section 8.
 - e. Article A, Section 5: Shall be amended and restated in its entirety as follows, "Exterior walls of all Dwellings must be constructed of structural or thin-cut face brick, stucco-type material, dryvit, stone, wood, LP SmartSide® or cement board.

In no event shall the exterior of any structure consist of metal or vinyl siding, except fascia, soffit and gutters may be aluminum.”

- f. Article A, Section 6: The first sentence shall be amended and restated as follows, “Masonry material shall be required on each Dwelling Unit in an amount that is architecturally appropriate for the design of the Dwelling. The masonry shall terminate at an inside corner. If it is not possible to terminate the masonry at an inside corner, the masonry material must then terminate at a corner board that is at least 6” in width.”
- g. Article A, Section 7: Add the following to the end of the Section, “The window trim casing shall be a minimum of 6” in width. 6” wood or cement board corner boards and trim are required on all outside building corners and around all doors and vents.”
- h. Article A, Section 10: Add the following to the end of the Section, “Canted garages may be approved at the sole discretion of Declarant provided additional architectural details are added to the front and/or side elevation of the garage.”
- i. Article A, Section 11(a): Shall be amended and restated as follows, “All building materials and colors shall be consistent with the Dwelling on the Lot and all elevations shall have at least one architectural feature. All building corners, windows and doors must be trimmed using wood or cement board casing, shutters or any other trim approved in writing by Declarant.”
- j. Article A, Section 11(c): Shall be amended and restated as follows, “The square footage of an additional detached garage shall not exceed 550 square feet as measured along the exterior walls of the garage. The area covered by a roof overhang that is not enclosed by walls shall not be included in the garage areas.”
- k. Article A, Section 11(d): The following language shall be added to the end of the Section, “Owners shall consider the side entry requirement when placing and constructing the Dwelling Unit.”
- l. Article A, Section 12 of the Phase 1 Declaration, as may be amended in Section m of this Supplement, shall also pertain to pool houses. No more than one shed or pool house may be constructed on a Lot.

- m. Article A, Section 12: The following language shall be added to the end of the Section, “Storage sheds shall be located behind the Dwelling Unit, or in such a manner so as to minimize the visibility of the storage shed from the public roadway situated in front of or to the side of the Dwelling Unit. Declarant may require landscaping around the storage shed on a case-by-case basis. Declarant shall review the Owner’s proposed landscaping around the accessory structure, which shall be consistent with the existing landscaping on the Lot.”
- n. Article A, Section 15: Add the following as a new second sentence: “The start of construction shall be the date a building permit is issued for construction of a Dwelling Unit on a Lot.”
- o. Article A, Section 16: Add the following language to the end of the Section, “Upon final grading of a Lot, Owner shall submit an as-built grading plan to Declarant showing the lot was graded in accordance with the Subdivision Master Grading Plan which is attached hereto and incorporated herein as Exhibit 3. If Owner fails to provide an as-built grading plan, the Association may engage a surveyor to complete the as-built survey at the cost of the Owner.”
- p. Article A, Section 17: Shall be deleted in its entirety.
- q. Article A, Section 23: Shall be amended and restated in its entirety as follows, “No fences of any height or length for any purpose shall be permitted on any Lot except when an in-ground swimming pool is constructed on the Lot or for decorative purposes as part of a landscape plan. No fences shall be higher than six (6) feet from the graded surface of the Lot on which said fence is erected. Plans showing exact locations and construction details of fences, walls, hedges or mass screening plantings shall be submitted to Declarant and be approved in writing before the same may be constructed or planted. If the fence restrictions and ordinances of the Town in effect from time-to-time are more restrictive than the restrictions contained herein, the Town’s restrictions and ordinances shall control and supersede the terms and conditions contained herein.”
- r. Article A, Section 24: Add the following language to the end of the Section, “Parking slabs constructed along the driveway or to the side of the Dwelling unit

or garage are prohibited. Declarant reserves the right to limit the driveway width to enforce this Section.”

- s. Article A, Section 28: The first sentence of this Section shall be amended and restated as follows, “No exterior dog kennel or dog house shall be constructed or maintained on any Lot.”
- t. Article A, Section 29: The second sentence of this Section shall be amended and restated as follows, “The storm water detention ponds located on Outlots 19 and 20 (as shown on the Final Plat of Twin Pine Farm III) have been created and were required by the Town of Lisbon and Waukesha County to assist in the removal and detention of storm water from Twin Pine Farm III.
- u. Article B, Section 2(a): Shall be amended and restated in its entirety as follows, “All Outlots shown on the Twin Pine Farm III Final Plat shall be maintained and repaired as necessary by the Homeowners Association (as that term is defined in Article B, Section 1 of the Phase 1 Declaration), except as set forth in Section 2(v) below.”
- v. Article B, Section 3: The sixth sentence of this Section shall be amended and restated as follows, “The Lot Owners in Twin Pine Farm III shall be solely responsible for the cost of the annual and long term maintenance of the storm water ponds on Outlots 19 and 20, as shown on the Final Plat of Twin Pine Farm III, in accordance with the Stormwater Management Practice Maintenance Agreement, and any amendments thereto, recorded in the Waukesha County Register of Deeds as Document No. 4637612 on DECEMBER 7, 2021, a copy of which is attached hereto and incorporated herein as Exhibit 4. The Owners of Lots in any earlier phase of Twin Pine Farm shall not be responsible for the cost of maintaining the storm water ponds in Twin Pine Farm III and the Owners of Lots in Twin Pine Farm III shall not be responsible for the cost of maintaining the stormwater ponds in the prior phases of Twin Pine Farm.”
- w. Article A, Section 24: Add the following language to the end for the Section, “Two of the required trees shall be located an average of sixty feet apart along all street and outside the right-of-way and shall include a variety of tree species.”

3. Declarant may hire a consultant to review plans and manage the Association on behalf of the Lot Owners at the sole cost of the Lot Owner(s). Lot Owners shall pay a \$400 home plan review fee and a \$100 review fee for landscaping, detached garage, shed and pool house plans to consultant at the time such plans are submitted for review.
4. Direct vehicular access is prohibited from any Lot or Outlot onto Lake Five Road and Center Oak Road.
5. The basement elevation of the Dwelling Unit on each Lot shall be set according to the requirements of Waukesha County and the "Lowest Basement Floor Elevation and Seasonal High Water Table Elevation" table located on the construction plans for Twin Pine Farm III on file with the Town of Lisbon Clerk's office.
6. Easements
 - a. Vision Corner Easements. Developer hereby declares, creates and reserves over Lots 132, 136, 141, 142, 151, 156, 163 and 167 and Outlots 17, 18 and 20 a "30' x 30' Vision Corner Easement" depicted on the Final Plat of Twin Pine Farm III as "Vision Corner". Anything grown on or constructed within a Vision Corner Easement shall not exceed 24 inches in height. Said easements shall also be kept free of any and all vehicles, signs or other items exceeding 24 inches in height. This restriction is for the benefit of the public and shall be enforceable by the Town of Lisbon.
 - b. Utility Easements. Developer hereby declares, creates and reserves easements shown as "15' Wide Utility Easement" and "16' Wide Utility Easement" over each Lot in the Subdivision for the benefit of We Energies and telephone and cable companies to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with underground distribution of electric, gas, telephone, cable television services, and such other utilities or lines and equipment as may be necessary or desirable to service Lots within the Subdivision ("Utility Easements"). The Utility Easements and provisions are shown on the Final Plat of Twin Pine Farm III or on separate easement instruments recorded in the Waukesha County Register of Deeds. Developer further reserves the right to sign and record specific grants of easements to utilities or similar entities on standard terms and conditions, which easements

shall in all cases be located as described in the instruments or reserved on the Final Plat of Twin Pine Farm III or on a separate easement.

- c. Drainage Easements. Declarant hereby declares, creates and reserves easements shown on the Final Plat of Twin Pine Farm III as “Drainage Easement,” and “20’ Wide Drainage Easement” and as noted on the Final Plat of Twin Pine Farm III as “Public Drainage Easement” over Lots 133, 134, 138, 139, 140, 141, 147, 148, 152, 153, 155, 156, 157, 158, 159, 160, 162, 163, 164, and 165 and Outlots 19, 20, 22 and 24 (hereinafter “Storm Drainage Easements”). The Storm Drainage Easements shall be for the purpose of storm water collection, conveyance, treatment or infiltration. No buildings or other structures are allowed in the Storm Drainage Easements. No grading or filling is allowed in the Storm Drainage Easements that may interrupt storm water flows in any way. The Association shall be responsible for maintaining all storm drainage pipes, surface swales and other storm water facilities. In the event the Association is dissolved, responsibility for maintaining the Storm Drainage Easements shall be the titleholder of the property on which the Storm Drainage Easement is located. Notwithstanding the foregoing, the Town of Lisbon and Waukesha County has the right, but not the obligation, to enter, inspect and maintain the storm water facilities. Each Lot Owner over whose Lot a Storm Drainage Easement runs shall be responsible for cutting the grass and weed control in the Storm Drainage Easement.
- d. Landscape Easement. Declarant hereby declares, creates and reserves easements noted on the Final Plat of Twin Pine Farm III as “25’ Wide Landscape Easement” over Lots 142-146 and Lot 132 for the benefit of the Twin Pine Farm Homeowners Association for the purpose of planting and maintaining trees. The Twin Pine Farm Homeowners Association shall be responsible for maintaining, removing and replacing the trees located with the easement.
- e. Recreational or Other Easements. Declarant, or its successors and assigns, including the Board of Directors of the Association, shall have the right to (i) grant easements upon, over, through and across a Lot, Outlot or Common Area owned by the Declarant or Association as may be required for or by any type of

utility services, including but not limited to, electric, gas, storm sewer, cable television or master antenna service, which easements may be necessary for excavation and construction of any of the services to be provided by the easements; and (ii) grant easements, upon, over, through or across Lots, Outlots or Common Areas for ingress and egress to or from the Lots, Common Areas or Outlots or for recreational purposes across the Lots, Common Areas or Outlots provided such proposed use would not have a material adverse impact on the Lots, Common Areas or Outlots.

- f. Pedestrian Easement. Declarant hereby declares, creates and reserves easements noted on the Final Plat of Twin Pine Farm III as “Pedestrian Easement” over Outlots 19 and 22 for the benefit of all Lot Owners within all phases of Twin Pine Farm only to access and traverse the easement area on foot or bicycle.
- g. Vacant Lot Maintenance Easement. Before a Lot Owner builds a house and/or completes landscaping, the Lot Owner shall be responsible for maintaining the Lot by trimming weeds and grass to a height not exceeding ten (10) inches. Declarant hereby declares, creates and reserves a vacant lot maintenance easement to the Town of Lisbon and Declarant granting the Town and Declarant the right, but not the obligation, to enter onto any vacant Lot in the Subdivision in order to inspect, maintain weeds, repair or restore any part of the Lot the Town and Declarant deems necessary so that the Lot is in compliance with all applicable provisions of the Town of Lisbon Municipal Code and this Supplement. A vacant Lot shall include any Lot that does not have an occupied principal Dwelling Unit that is used for single-family purposes at the time of inspection, repair or restoration. All costs, including but not limited to, professional fees, all fees as may be reimbursed pursuant to the Town of Lisbon Municipal Code, reasonable administrative and management fees and any other costs incurred by the Town and Declarant in exercising their right to inspect, repair or restore the Lot, shall be borne by the Owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot Owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a

10/26/21

special assessment or a special charge by the Town or assessed by the Declarant in accordance with this Supplement.

7. The Articles of Incorporation of Twin Pine Farm Homeowners Association, Inc. are attached as Exhibit 5 for reference.
8. The By-laws of Twin Pine Farm Homeowners Association, Inc. are attached as Exhibit 6 for reference.

(Signatures are located on the following page)

10/26/21

IN WITNESS WHEREOF, Developer has signed and sealed this instrument by its duly authorized representatives.

MLG/PF Twin Pines LLC

By: MLG Private Fund III LLC, its manager

By: MLG PF III Manager LLC, its manager

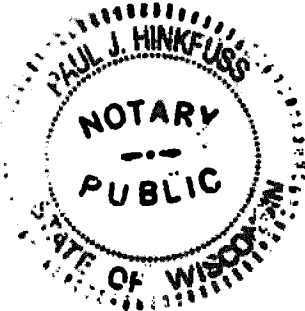
By:

Name and Title: J. MICHAEL MOONEY

VICE PRESIDENT

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

Personally came before me this 3rd day of October, 2021, the above-named J. Michael Mooney, Vice President of MLG/PF Twin Pines LLC, who executed the foregoing instrument and acknowledged the same as the act and deed of said entity.



[Signature]
Notary Public, Waukesha County, State of Wisconsin
My Commission:

This was document drafted by and after recording should be returned to:

Paul J. Hinkfuss
MLG/PF Twin Pines LLC
19000 W. Bluemound Road
Brookfield, WI 53045



TOWN OF LISBON | TOWN HALL OFFICES
W234N8676 WOODSIDE RD | LISBON, WISCONSIN 53089
PHONE: (262) 246-6100 | WWW.TOWNOFLISBONWI.COM

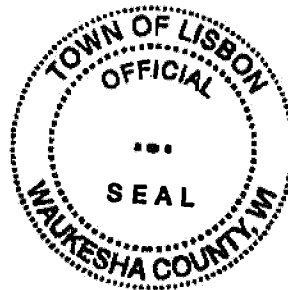
CERTIFICATION OF ILLEGIBLE COPY

I, Elisa M. Cappozzo, as Clerk of the Town of Lisbon, Waukesha County, Wisconsin, do hereby certify that the exhibits attached to the Second Supplement to Declaration of Restrictions for Twin Pine Farm are a true and correct copy of the original. If they are not legible or readable, a copy of the original is available at the Lisbon Town Hall, W234N8676 Woodside Road, Lisbon, Wisconsin.

Signed:

Elisa M Cappozzo, WCMC
Town of Lisbon Clerk

Date: December 2, 2021



(Town Seal)

10/26/21

Exhibit 1
Legal Description of Property
(See Attached)

Only describes Phase 3, not 1 and 2

214

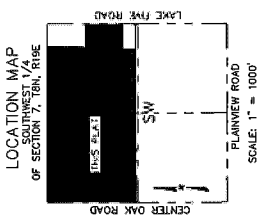
TWIN PINE FARM III TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

Part of the Northeast 1/4 and the Northwest 1/4 of the Fractional Southwest 1/4 of Section 7, Township 8 North, Range 18 East, in the Town of Lisbon, Waukesha County, Wisconsin

OWNER/DEVELOPER
MLGFF Twin Pines LLC
Joe Burdick
18745 W. Blenheim Road
Brookfield, WI 53005
PH: 262-781-1000
FAX: 262-781-7373

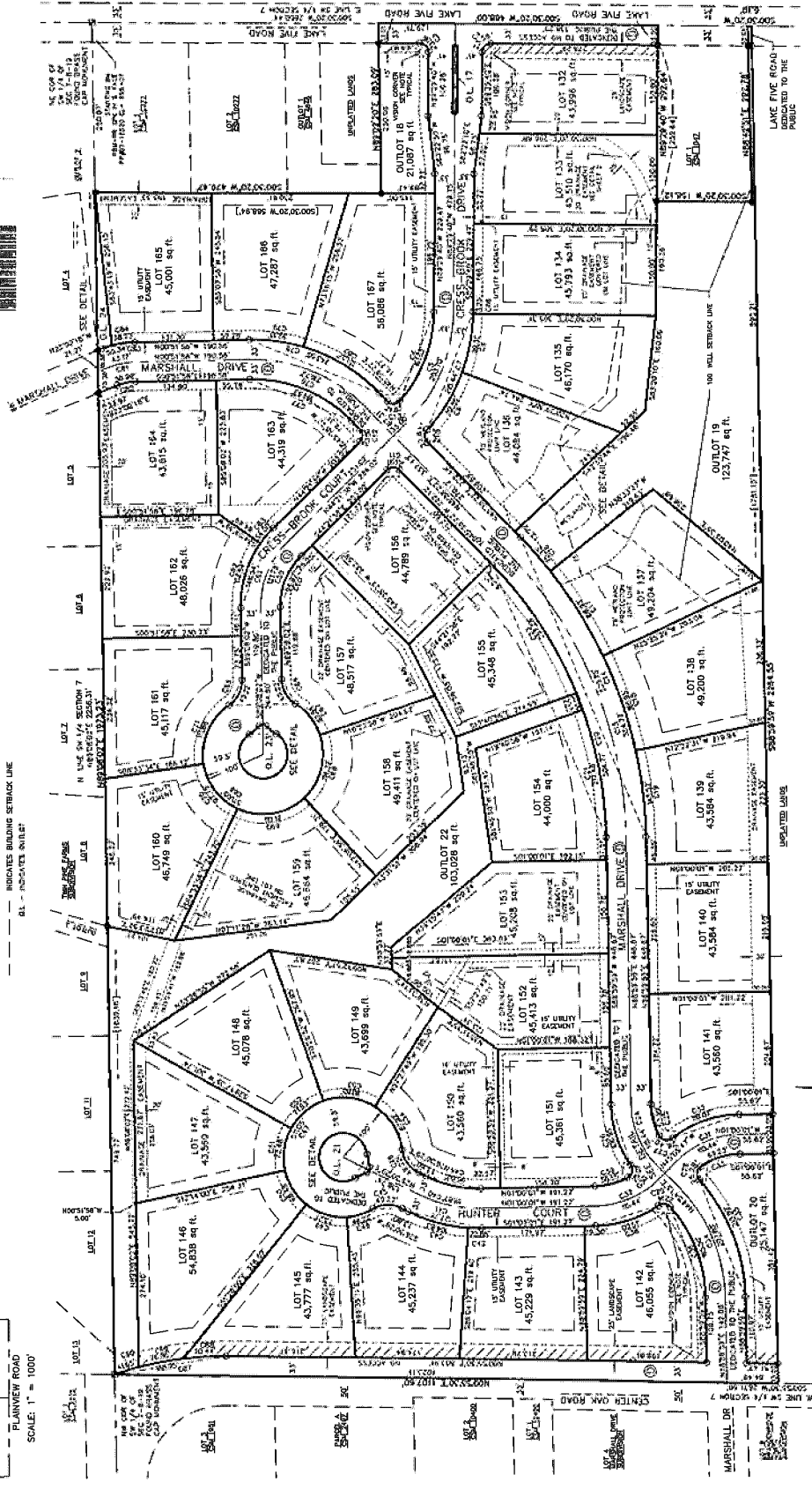
SURVEYOR & ENGINEER
RA Smith, Inc.
18745 W. Blenheim Road
Brookfield, WI 53005
PH: 262-781-1000
FAX: 262-781-7373

See Sheet 2 for Lot 8 & Wetland details
See Sheet 3 for curve data
See Sheet 4 for notes

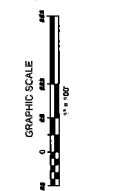


LEGEND

- INDICATES ROUND 1" IRON PINE ROD
- INDICATES SET 1/4" x 1/4" IRON ROD
- WT = 4.30 LBS/LIN FT.
- 1.375" O.D. 18" IRON PIPES SET AT ALL OTHER LOT AND OUTLOT CORNERS. WT = 1.68 LBS/LIN FT.
- ① INDICATES DEDICATED TO THE TOWN OF LISBON
- ② INDICATES DEDICATED TO THE TOWN OF LISBON
- INDICATES SINKING SETBACK LINE
- INDICATES OUTLET



Produced in accordance with Wisconsin
§ 236.15, 236.16, 236.17 and 236.18 (1) and (2), Wis.
Stat. as provided by § 236.14, Wis. Stat.
Certified November 17, 2021
Randy Poreg
Deputy Register of Deeds



Wm. R. Smith



May 17, 2021
Revised June 22, 2021
Revised July 12, 2021
Revised August 17, 2021
Revised September 17, 2021
Revised November 1, 2021

raSmith
REGISTERED PROFESSIONAL ENGINEER

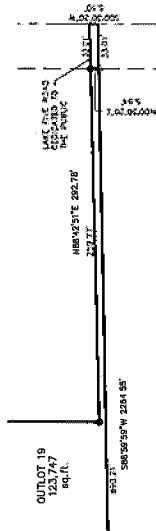
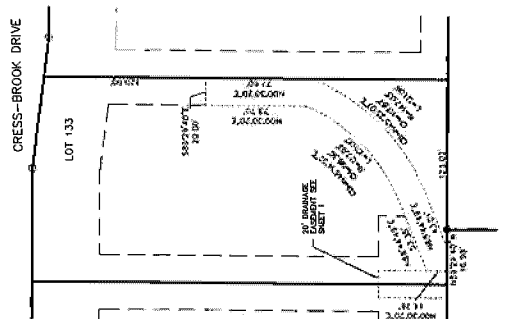
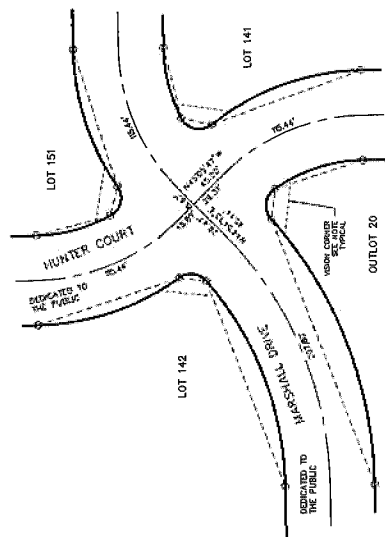
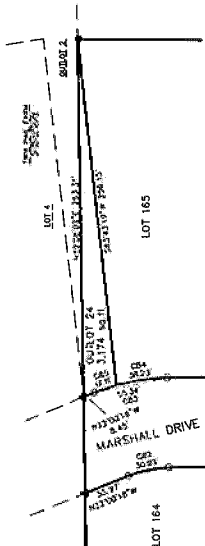
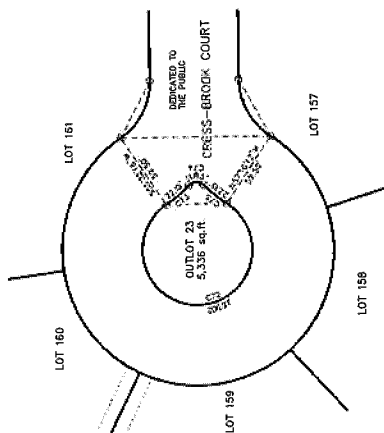
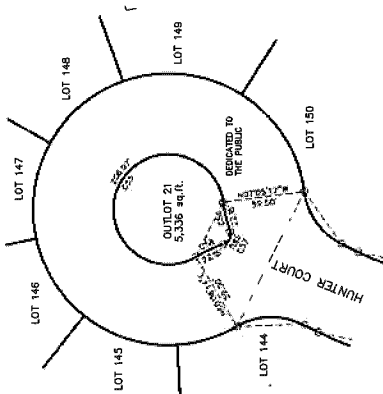
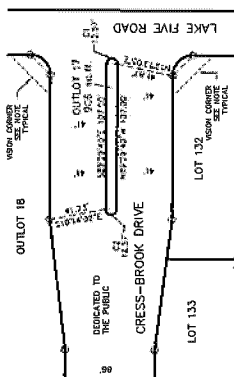
SHEET 1 OF 5 SHEETS

TWIN PINE FARM III

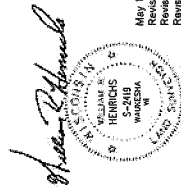
TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

Part of the Northeast 1/4 and are Northeast 1/4 of Section 14 of Township 9 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin.

DETAILS



Segment	Line	Direction	Length
1	1	S 89° 52' 47" E	4.00
2	2	S 89° 52' 47" E	32.14
3	3	S 89° 52' 47" E	38.50
4	4	S 89° 52' 47" E	10.44
5	5	S 89° 52' 47" E	9.38
6	6	S 89° 52' 47" E	9.07
7	7	S 89° 52' 47" E	24.23
8	8	S 89° 52' 47" E	18.37
9	9	S 89° 52' 47" E	13.92
10	10	S 89° 52' 47" E	23.92
11	11	S 89° 52' 47" E	13.54



May 17, 2021
 Revised June 22, 2021
 Revised July 12, 2021
 Revised August 17, 2021
 Revised September 17, 2021
 Revised November 1, 2021

roSmith

Surveyors & Engineers
 10000 Wisconsin License
 10000 Wisconsin License
 10000 Wisconsin License

TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN
Part of the Northeast 1/4 and the Northwest 1/4 of the Fractional Southwest 1/4 of Section 7, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin

raSmith
In-person, online & mobile learning
1-800-368-6868
www.ra-smith.com

10/26/21

Exhibit 2

Declaration of Restrictions for Twin Pine Farm

(See Attached)

DOCUMENT NUMBER	DOCUMENT TITLE
	Supplemental Declaration of Restrictions For Twin Pine Farm II

3833526

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

May 13, 2011 12:00 PM
James R Behrend
Register of Deeds

3 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00
Book Page -



THIS SPACE RESERVED FOR RECORDING DATA

**DECLARATION OF
RESTRICTIONS
FOR
TWIN PINE FARM II**

NAME AND RETURN ADDRESS

Bruce A. McInay
McInay Business Law, LLC
1150 Washington Street
Grafton, WI 53024

Parcel Identification Number (PIN)

LSBT 0167-998 and LSBT 0170-999-004

*22
3*

Lots 67 through 131, inclusive, and Outlots 11 through 16, inclusive, of Twin Pine Farm II, being a part of the Northeast ¼, all of the Southeast ¼ and Southwest Fractional ¼, and part of the Northwest Fractional ¼, of the Northwest Quarter of Section 7, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin.

**SUPPLEMENTAL
DECLARATION OF RESTRICTIONS
FOR
TWIN PINE FARM IN LISBON**

Pursuant to Article C of the Declaration of Restrictions for Twin Pine Farm (the “Restrictions”), recorded with the Waukesha County Register of Deeds on November 18, 2005, as Document No. 3338887, B&N – Lisbon, LLC (f/k/a Batzler Development, LLC), a Wisconsin limited liability company, hereby adopts and incorporates as though fully set forth herein the Restrictions. From the date of the recording of the Plat for Twin Pine Farm II, the Restrictions shall apply in full to the lands describe above.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Supplemental Declaration of

Restrictions this 25 day of April, 2011.

B&N – Lisbon, LLC, a Wisconsin limited liability company

By: Michael Batzler
Michael Batzler, Member Manager

Attest: Robert W. Petzold Jr.
Robert W. PETZOLD JR.

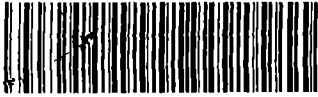
STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 25 day of April, 2011, the above-named Michael Batzler, Managing Member of B&N--Lisbon, LLC, and Robert W. Peltz, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in such capacity.

Notary Public, County of Waukesha
State of Wisconsin
My Commission expires on: 7/7/15



This Instrument drafted by and should be returned to:
Bruce McIlnay, Esquire
McIlnay Business Law, LLC
1150 Washington Street
Grafton, WI 53024



WC3338887-020

000934 NOV 18 2005

DOCUMENT TITLE

Declaration of Deed Restrictions

3338887

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

11-18-2005 2:30 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 42.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 20

**DECLARATION OF
RESTRICTIONS
FOR
TWIN PINE FARM**

Lots 1 through 66, inclusive, and Outlots 1 through 10, inclusive, of Twin Pine Farm, being a part of the Northeast $\frac{1}{4}$, all of the Southeast $\frac{1}{4}$ and Southwest Fractional $\frac{1}{4}$, and part of the Northwest Fractional $\frac{1}{4}$, of the Northwest Quarter of Section 7, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Bruce A. McIlroy
Maier McIlroy Schmitt & Button, Ltd.
101 Falls Road, Suite 603
Grafton, WI 53024

LSBT 0170999

Parcel Identification Number (PIN)

[Handwritten signature]
4970

**DECLARATION OF RESTRICTIONS
FOR
TWIN PINE FARM IN LISBON**

Batzler Development, LLC is a Wisconsin limited liability company, located at 1898 Conestoga Court, Richfield, Wisconsin 53076 (herein referred to as the "Declarant," which term shall also include any duly authorized agent of Declarant or Declarant's assignee.) Declarant is the owner of certain real estate located in the Town of Lisbon, Waukesha County Wisconsin, as more particularly described on the cover page of this Declaration, and hereafter referred to as "Twin Pine Farm." Declarant desires to develop Twin Pine Farm as a residential development intended for single-family dwellings. As provided herein, Declarant desires and intends to establish a general plan for the use, occupancy and enjoyment of Twin Pine Farm, and, therefore, does hereby declare for the mutual benefit of present and future owners of lots in Twin Pine Farm (the "Owners"), including, but not limited to, any future phases of development added to Twin Pine Farm as provided in ARTICLE C herein, that Twin Pine Farm shall be and hereby is subject to the following restrictions, declarations and covenants.

ARTICLE A

BUILDING AND USE RESTRICTIONS.

1. All Lots in Twin Pine Farm are hereby restricted to allow the erection of only one (1) single family residence (hereafter referred to as a "Single-Family Dwelling"), which shall be limited to one-story, two-story, one and one-half-story, tri-level and split-level houses. Each Single Family Dwelling shall have an attached garage which shall be of sufficient size to accommodate a minimum of two cars.
2. Architectural Approval. Declarant shall maintain the integrity and aesthetics of Twin Pine Farm until Declarant turns over control of the Homeowners Association to its Members, at which time the Board of Directors of the Homeowners Association shall appoint an Architectural Control Committee to perform Declarant's duties pursuant to architectural approval.

(a) All building plans for any Dwelling or other permitted improvements, including, but not limited to, the exterior design and color of each Dwelling to be constructed, driveway and septic / mound system location, and all yard grades and stake out surveys showing erosion control measures shall be submitted to Declarant. Declarant must approve the same in writing before an Owner (or its agents or contractors) may submit an application for a building permit.

(b) Basic site features such as the landscaping plan, fences, in-ground swimming pools, additions, out-buildings, storage buildings or other similar structures, and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of Twin Pine Farm are subject to the prior written approval of Declarant. All of the aforementioned structures shall be consistent, in theme, with the materials and colors of the Single-Family Dwelling. Construction of any of the aforementioned structures must be completed in full accordance with approved plans within 6 months from date construction is commenced.

(c) Declarant's approval of building design, square footage requirements, dwelling location, and any other restriction influencing the integrity and aesthetics of Twin Pine Farm shall be based upon the building and use restrictions contained in this ARTICLE A and such guidelines as may be adopted from time-to-time by Declarant, at Declarant's sole discretion. Declarant shall have the right to withhold its approval of exterior design, exterior material, and square footage requirements if the design and square footage requirements are too similar in appearance or do not aesthetically conform to the other dwellings in close proximity. Declarant shall take into consideration the suitability of the proposed building in relationship to its locations and in relationship to other existing structures, the effect of the proposed structure upon the value of other structures in the subdivision and other lots in the subdivision, the construction materials to be utilized, the site upon which it is proposed to be erected, the harmony of the design and exterior colors thereof with surrounding structures, the view and outlook from adjacent properties, and any and all other considerations which may affect or influence the Declarant in attempting to comply with the purposes herein set forth, it being the intent of Declarant to maintain diversity in appearance and quality of design in Twin Pine Farm. The

Owner shall submit a minimum of three (3) plans to Declarant for Declarant's review. Owner shall receive two (2) signed copies of plans from Declarant upon approval. Any changes or revisions required by the Declarant shall first be made to the plans by the Owner before final approval is given. Following Declarant's final approval, the Building Plans shall not be materially amended without Declarant's written consent.

(e) Upon the submission of the building plans to Declarant for approval, each Owner shall be required to provide Declarant with \$2,000.00 (the "Deposit"), which Declarant may utilize to defray any professional or administrative costs Declarant may incur in reviewing and approving the Owner's building plans and to pay for any costs or expenses incurred by Declarant pursuant to Sections 18 and 19 of this ARTICLE A. Declarant shall, upon completion of all construction of the improvements shown on Owner's building plan and the Owner's compliance with Sections 18 and 19 of this ARTICLE A, return any remaining balance to the Owner. If the Deposit is inadequate to reimburse Declarant for any expenses contemplated in this ARTICLE A, Declarant or the Association (as the case may be) may require the Owner to pay the difference pursuant to a Special Assessment as provided in ARTICLE B, Section 8 hereof.

3. Declarant or the Association (as the case may be), and no other, shall have the right and authority to modify these Building and Use Restrictions or to permit variances from application thereof, if in Declarant's opinion, the modifications or variance is consistent and compatible with the overall scheme of the development, provided that no such modification shall be in violation of governmental laws, rules and regulations, or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of Declarant and this paragraph, and any modifications or variances granted hereunder shall not in any way be interpreted as (i) preventing Declarant from requiring at any time, and from time to time, strict compliance with the Building and Use restrictions, or (ii) as entitling any other owner to a modification or variances not approved and granted in writing by Declarant.

4. The following minimum sizes for a Single-Family Dwelling in Twin Pine Farm shall be based solely on living area within the Single-Family Dwelling. For the purpose of computing the

square footage of living area within a Single-Family Dwelling, the basement level or garage area of a Single-Family Dwelling shall not be included in the square footage. Declarant's determination of the minimum square footage required for a Single-Family Dwelling to be built upon a Lot shall be final, provided that the minimum conforms to the zoning requirements. Declarant's determination of the classification of the Single-Family Dwelling for the purpose of determining the minimum square footage (i.e., single story, two story, tri-level or split level) shall be final. All Single-Family Dwellings in Twin Pine Farm shall have the following minimum living areas:

(a) A single story Single-Family Dwelling shall have a minimum of 2,100 square feet of living area on the first floor of the Single-Family Dwelling.

(b) A story and one-half Single-Family Dwelling shall have a minimum of 2,500 square feet of living area, with a minimum of 1,500 square feet of living area on the first floor of the Single-Family Dwelling.

(c) A two story Single-Family Dwelling shall have a combined minimum of 2,500 square feet of living area on the first and second floors of the Single-Family Dwelling.

(d) A split level Single-Family Dwelling shall have a combined minimum of 2,500 square feet of living area on the first and second floors of the Single-Family Dwelling.

(e) A tri-level Single-Family Dwelling shall have a combined minimum of 2,500 square feet of living area on the three floors of the Single-Family Dwelling.

5. Exterior walls of all dwellings must be constructed of structural or thin-cut face brick, stucco-type material, dryvit, stone, wood, Hardiplank® Cedarmill, or Hardiplank® Colonial Roughsawn. Staccato board is acceptable if no seams are exposed on certain areas of the home but its use must be approved by Declarant in writing. Any exterior product that is similar to any of the accepted exterior materials in the preceding list will be reviewed separately by Declarant to be approved in its sole discretion; however, Declarant must approve in writing the exterior material in a letter that is separate from the architectural plan approval. In no event shall the exterior of any structure consist of metal or vinyl siding.

6. Declarant may require brick lines, brick accents, or other decorative architectural detail on dwellings as an exterior material at the sole discretion of Declarant. Declarant strongly recommends using multiple exterior products to enhance the overall aesthetic appearance of the dwelling.
7. All front, rear and side elevation windows on Dwellings must be trimmed using casing, shutters, or any other trim approved in writing by Declarant. Unless prior approval in writing is provided by Declarant, windows are required on all four (4) sides of the Dwelling, with a minimum of two (2) per side. If shutters or window casings and trim are used on windows, they must be used on all four sides of the dwelling.
8. All roof areas shall have an appropriate pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers on one and one-half story Single-Family Dwellings and other special circumstances if the same are approved in writing by Declarant. Declarant shall have the right to approve a lesser pitch if it is better suited to the architectural design of the house. All roof areas shall be covered with wood shakes, 30 year dimensional fiberglass or asphalt shingles, tile, copper, or other approved metals or other roofing material; however, Declarant shall have the right to approve other roofing materials if they are of comparable or superior quality and are better suited to the approved building design. Declarant shall have the right to approve all roofing materials in advance in writing in Declarant's sole discretion.
9. All well and sanitary systems shall be placed in the rear or side yards of each lot where feasible. All sanitary systems must be graded to appear as though they are part of the natural terrain. Any location other than the rear or side yard shall require approval of the Declarant. All expenses for acquisitions and installation of well and sanitary systems shall be the sole responsibility of the Owner. Declarant makes no representation as to the appropriate type of sanitary system; it is the Owner's responsibility to determine.
10. All garages shall be attached to the Dwelling, directly or by breezeway, or built into the basement of the Dwelling, and all garages shall be constructed at the same time as the Dwelling. Garage entrances shall be side entry. Declarant's determination of architectural design,

including garage entrances, shall be final. All driveways, patios, sidewalks, and walkways shall be paved either with asphalt, concrete, or brick.

11. In addition to an Owner's primary garage, an additional detached garage may be permitted at the discretion of the Declarant, provided that the following requirements have been satisfied:

(a) The building material and color shall be consistent with the residence on the lot. All windows must be trimmed out using casing, shutters, or any other trim approved in writing by Declarant.

(b) The roof area shall have an appropriate pitch of eight feet in height for each twelve feet in length (8/12). Declarant shall have the right to approve a lesser pitch if it is better suited to match the architectural design of the house.

(c) The square footage shall not exceed 550 square feet.

(d) Door openings and all overhead doors shall not exceed 8 feet in height. Garage entrances must be side entry.

(e) Location of the detached garage must be approved by Declarant. The garage must be located within 60 feet of the main house.

(f) If an Owner desires to connect electricity to a detached garage, the installation of electrical connections must be underground and must be performed in accordance with all laws and regulations.

12. Construction of a storage shed must be approved in advance by Declarant. Any storage sheds shall contain not less than 120 square feet and no more than 180 square feet. All sheds shall be of a style, color, and building material consistent with the residence on the Lot. A shed must be rectangular and not square. No steel, vinyl, aluminum, prefabricated, or kit sheds shall be permitted. If an Owner desires to connect electricity to a shed, the installation of electrical connections must be underground and must be performed in accordance with all laws and regulations.

13. All setbacks shall be approved by Declarant. The lots shall have a minimum setback for a Single-Family Dwelling from any abutting street right-of-way of 50 feet, the minimum side yard setback shall be 20 feet on one side, and the minimum rear yard setback shall be 20 feet. Driveways shall be permitted within the minimum 20 foot side yard setback but not closer than five feet to the lot line, which is in accordance with the requirements of the Town.

14. During all construction, Owners, and all contractors and subcontractors, shall comply with the Town's erosion control plan requirements. These requirements are set forth in the attached Exhibit A.

15. All Dwellings, garages, landscaping and paved driveways shall be completed within 18 months from the start of construction. Declarant or the Homeowners Association, as the case may be, may complete the landscaping and driveway after the 18-month time period and charge the Owner for all costs incurred to complete the work, which charge may be secured by a lien on the improved Lot. If an Owner chooses to leave the Lot vacant indefinitely, the Lot shall be maintained in accordance with all applicable federal, state, county and municipal laws, codes, regulations and ordinances. If the Lot is not maintained, Declarant or the Homeowners Association may hire a contractor to maintain the lot and charge the Owner for all costs incurred by Declarant or Homeowners Association, which charge may be secured by a lien on the Lot.

16. All Lots shall be graded immediately upon completion of construction. Each Owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Town of Lisbon Engineer on file in the office of the Town Clerk. The grade shall thereafter be maintained to strictly comply with the comprehensive grading plan and erosion control standards for Twin Pine Farm approved by the Town. Strict compliance with such grading plan shall be enforced so as to prevent the discharge or redirection of storm water onto any adjacent Lots. The Declarant and/or the Town of Lisbon 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 shall be responsible for cost of the same.

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17. No soil shall be removed from any Lot in the Subdivision without the prior consent of Declarant or its duly appointed agent. Any excess soil resulting from excavations shall be transported, at the Owner's expense, to such other places in the Subdivision or on other property as may be designated by Declarant. If Declarant, after notification from the Owner, fails or neglects within forty-eight (48) hours to notify the Owner of the place to which excess soil is to be delivered, the Owner may dispose of such fill at the Owner's own discretion. Failure to comply with this paragraph shall render the Owner liable for damages equal to the cost of acquiring the same amount and quality of fill improperly disposed of, plus the cost of delivering the same from its source to the Subdivision.

18. Street Cleaning or Repair. Each Owner shall cause the builder of its Dwelling to keep the Subdivision's roads, ditches, and right-of-way areas reasonably clean and free of debris resulting from the construction. In addition, each Owner shall repair, or cause its builder to repair, any damage caused to the Subdivision's roads and ditches by Owner or its builder. If the Owner does not clean or repair or restore any damage to the streets, ditches, and other right-of-way areas of the Subdivision as required in this Section 18, Declarant and/or the Homeowners Association, after five (5) days prior written notice to the Owner, shall have the right, but not the obligation, to clean and/or repair or restore such streets, ditches, and other right-of-way areas and Declarant shall have the right to use any portion of the Deposit to pay for such cleaning, repair or restoration. If the Deposit is inadequate to pay for such cleaning, repair or restoration, Declarant or the Homeowners Association may require the Owner to pay the difference pursuant to a Special Assessment as provided in ARTICLE B, Section 8 hereof.

19. Maintenance of Lot During Construction. During construction the Owner shall be responsible to ensure that its contractors maintain a clean construction site, including, but not limited to, cleanup of all scraps, paper, or other waste materials, and that all access to the Lot shall only be through the approved driveway, and by no other means. In the event that the Owner or its contractors fail to maintain a clean construction site or enter the Lot by means other than the driveway, Declarant and/or the Homeowners Association shall have the right to perform the necessary cleanup (including any road clean-up) and/or make the necessary repairs (including any repairs to any neighboring Lot) and shall be entitled to collect from the Owner all

expenses that were incurred by Declarant or the Homeowners Association and, in addition thereto, any such costs may be deducted from the Deposit.

20. Owners will pay for the lamppost at the time of closing on the Lot. At the time of construction of a Single-Family Dwelling, the Owner shall install, at the Owner's expense, one outdoor electric lamppost (the design and quality of which shall be specified by Declarant), with an unswitched photo-electric cell, at a location on the Lot deemed appropriate to the Subdivision, at Declarant's discretion. The lamppost shall be maintained by the Owner, at the Owner's expense, in a proper operating manner. If the Owner fails to maintain the lamppost in proper operating order, maintenance of the lamppost may, fifteen (15) days after written notice to the Owner, be performed by Declarant and/or the Homeowners Association and the cost of such maintenance shall be a Special Assessment against the Owner's Lot, payable according to the terms and conditions contained in ARTICLE B, Section 8 hereof.

21. Owners shall submit a landscape plan for review by Declarant no later than at time of occupancy. Owners are required to plant a minimum of 3 trees in the front yard with a minimum caliper of 2.5 inches.

22. Owners will pay for the mailbox at the time of closing. The design (including materials) and location of each mailbox/newspaper box shall be subject to the approval of Declarant, in Declarant's sole discretion.

23. Plans showing exact locations and construction details of fences, walls, hedges or mass screening plantings shall be submitted to Declarant and be approved in writing before they may be constructed or planted. Fence approvals are at Declarant's sole discretion and will depend on such items as landscape screening, functionality, location, and/or materials. No fences erected on any Lot affected by this Declaration shall be higher than six (6) feet from the graded surface of the Lot on which said fence is erected. No perimeter Lot fencing shall be permitted. If the fence restrictions and ordinances of the Town in effect from time-to-time are more restrictive than the restrictions contained herein, the Town's restrictions and ordinances shall control and supersede the terms and conditions contained herein.

24. There shall be no outside storage of cars, motorcycles, snowmobiles, jet skis, boats, trailers, buses, trucks or campers, or any other vehicles or items deemed to be unsightly by Declarant or the Homeowners Association. The outside storage or parking of commercial vehicles is expressly prohibited, and any commercial vehicle must be housed in a garage.
25. There shall be no permanent above-ground swimming pools, tennis courts, or satellite dish antennas having a diameter in excess of twenty-four (24) inches. No antenna or permitted satellite dish shall be visible from any roadway or neighboring Lot.
26. No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of an approved Dwelling or other permitted improvements) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear unclean or untidy or that will be obnoxious or offensive in the opinion of Declarant and/or the Homeowners Association. Trash, garbage, refuse, debris or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary, covered containers, which are stored out of sight of the street and adjacent property.
27. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.
28. No exterior dog kennel or dog house which is not attached to the Dwelling shall be constructed or maintained on any Lot. No Owner shall keep any pet or pets which create a nuisance to neighboring Owners and the public. Owners shall comply with all Town ordinances regarding the keeping and licensing of pets. All farm animals, poultry, horses, etc., and all animals kept for commercial purposes shall be strictly prohibited.
29. **Owner's Waiver of Liability and Indemnification of Declarant Regarding Storm Water Detention Ponds.** The storm water detention ponds located on Outlots 2, 14, and 15 (as shown on the Final Plat of Twin Pine Farm) have been created and were required by the Town to assist in the removal and detention of storm water from Twin Pine Farm. The storm water detention ponds are not intended to be used for swimming or as recreational facilities, and any such use of the storm water detention ponds is strictly prohibited. Any persons entering the

storm water detention ponds do so at their own risk. By purchase of a Lot in Twin Pine Farm, each Owner and its respective successors, assigns, heirs and personal representatives, waives, to the fullest extent permitted by law, any and all claims or liability for damages against the Declarant, the Homeowners Association, and their respective agents, contractors, employees, officers, directors, shareholders, successors and assigns, arising from, or relating to, bodily injury or property damage sustained in or about, or resulting from the use or existence of, the storm water detention ponds. In addition, each Owner, and their successors, assigns, heirs and personal representatives, agrees to indemnify, defend and hold harmless Declarant, the Homeowners Association, and their respective agents, contractors, employees, officers, directors, shareholders, successors and assigns, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees), including those arising from any death, bodily injury or property damage sustained in or about, or resulting from the use or existence of, the storm water detention ponds brought by any member of the Owner's family, the Owner's invitees, or guests.

30. Declarant shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Owner violating the terms, conditions or restrictions contained herein shall be personally liable for, and shall reimburse Declarant for, all costs and expenses, including attorneys' fees, incurred by Declarant in enforcing the terms, conditions and restrictions contained in this Declaration. Any Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Owner's Lot without first obtaining the prior written approval of Declarant shall, at Declarant's discretion, be required to remove such improvement or improvements in their entirety at the Owner's expense. The foregoing shall be in addition to any other rights or remedies which may be available to Declarant.

31. The Owners, by the purchase of their Lots, agree that Declarant shall not be held liable for any good faith decision or decisions made by Declarant in enforcing the terms, conditions and restriction contained herein and in preserving the integrity and the natural beauty of Twin Pine Farm.

32. At such time Declarant determines, in its discretion and subject to this Declaration, Declarant shall delegate or assign the authority and responsibilities of Declarant contained herein to the Homeowners Association established according to ARTICLE B herein.

ARTICLE B

TWIN PINE FARM HOMEOWNERS ASSOCIATION

1. All Owners of Lots in Twin Pine Farm shall be members in a Wisconsin nonstock, nonprofit corporation to be named the Twin Pine Farm Homeowners Association (herein referred to as the "Homeowners Association"). The Homeowners Association shall be created for purposes of: (a) managing and controlling the common affairs of Twin Pine Farm, (b) owning, managing, controlling and maintaining any Common Areas in Twin Pine Farm (as defined below), and (c) performing other duties as set forth herein for the common benefit of the Owners.

2. The term "Common Areas" shall include the following areas of Twin Pine Farm, and any areas designated as Common Areas in any future phases of development of Twin Pine Farm added to this Declaration in accordance with ARTICLE C (hereafter referred to as "Future Phases of Development"):

(a) All outlots, conservancy areas and common areas of Twin Pine Farm, as shown on the Final Plat of Twin Pine Farm, are now or hereafter owned by Declarant and/or the Homeowners Association, and shall be maintained by the Homeowners Association. Outlots alone may be sold by the Declarant if any such outlot becomes buildable and able to conform to these Restrictions.

(b) Any area of easements granted to the Homeowners Association by Declarant as indicated on the Final Plat over portions of the lands subject to this Declaration or Future Phases of Development.

(c) The grass areas, and any fencing and landscaping, contained within the unimproved portions of any public rights-of-way included with the lands subject to this

Declaration.

3. All Common Areas and related facilities shall be used for the common benefit of the Owners of Lots in Twin Pine Farm. Such Common Areas shall not be used for recreational or other activities by any Owner unless in accordance with the terms, conditions and restrictions contained herein or as are hereafter adopted or otherwise approved by the Homeowners Association. The Declarant shall have the right to erect signs in the outlots and common areas to promote the sale of Lots. Any signs, monuments, structures or other common facilities constructed by Declarant or the Homeowners Association on any Common Areas shall be operated and properly maintained and repaired by Declarant or the Homeowners Association (as the case may be) so as to be neat and attractive in appearance. The Homeowners Association shall properly maintain the Common Areas so that they are neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation). The Homeowners Association shall maintain all storm water drainage facilities (detention ponds) so as to ensure that they function properly. The obligation to maintain the storm water detention ponds includes, but is not limited to, the obligation to clean and dredge such facilities as necessary and/or specified by any relevant manual for maintenance of the same supplied by the engineer who designed the ponds. Any plantings or signs placed in Twin Pine Farm by Declarant or the Homeowners Association at any of the entry locations to the subdivision shall also be considered Common Areas, and shall be cared for and maintained in the same manners as described above. Any portion of the Common Area within the public street right-of-way may only be improved or altered with the consent of the appropriate public authorities.

4. The Homeowners Association shall initially be governed by a three member Board, hereinafter referred to as the "Board," which shall be authorized to manage the Homeowners Association. The initial members of the Board will be appointed by Declarant. The number of Board members may be altered subject to restrictions set forth in the Association's Articles of Incorporation and Bylaws.

5. To qualify as a member of the Board, a person must be an Owner or a duly designated officer, agent or representative of an Owner.

6. The term of office of the initial members of the Board (which have been appointed by Declarant) shall commence upon the date of recording of this Declaration and shall continue until Declarant no longer owns any of the Lots then subject to this Declaration; provided, however, in the event Declarant adds Future Phases of Development to this Declaration pursuant to ARTICLE C herein which results in Declarant again owning Lots subject to the Declaration, then the initial term of the Board shall continue in full force and effect until such time as Declarant no longer owns any of the Lots then subject to this Declaration. During such initial term, Declarant shall have the right to appoint, remove or replace all three members of the Board. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time or times during such initial term.

7. Subject to the rights of Declarant as provided in ARTICLE B, Section 6 above, the election, duties, and powers of the Board shall be as provided in the Bylaws of the Homeowners Association.

8. The Board shall levy and collect assessments in accordance with the following:

(a) The Owner of each Lot shall be subject to a general annual assessment ("General Assessment") equal to its pro rata share of the costs incurred or anticipated to be incurred by the Homeowners Association in performing its duties and discharging its obligations hereunder. The pro rata share of an Owner of a Lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots subject to this Declaration (including Future Phases of Development if, and when, the same are added to this Declaration) at the time of the assessment. General Assessments shall include, but not be limited to: taxes; insurance; repair, replacement and additions to the improvements made to the Common Areas; equipment; materials; labor, management and supervision thereof; and, all costs for the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board shall also have the power to levy a special assessment ("Special Assessment") against any individual Owner for the failure of such Owner to: maintain said Owner's Lot in accordance with the reasonable standard of the subdivision; install the seeding, sodding, and/or mulching of the Lots; maintain the lamppost required under ARTICLE A, Section 20 herein; install lawn trees and landscaping required under ARTICLE A, Section 21

herein; and/or, failure of said Owner to comply with the terms, conditions and restrictions contained in this Declaration. Herein General Assessments and Special Assessment are sometimes collectively referred to as "Assessments."

- (b) Declarant shall not be required to pay any assessment on any Lots owned by Declarant.
- (c) Assessments shall be approved at a duly convened meeting of the Board;
- (d) Written notice of an Assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner;
- (e) Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.
- (f) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid Assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The Assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the Lot against which the Assessment was made.
- (g) The Board may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid Assessment and, upon payment or satisfaction of the amount due, record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document or the collection of an Assessment shall be borne by the affected Owner.
- (h) Upon application by any Owner, any member of the Board may, without calling a meeting of the Board, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Board, and (2) as to the existence of any

unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Board and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding Assessments or other amounts due to the Association.

(i) Any lien for Assessments may be foreclosed by a suit brought by the Board, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The affected Owner shall be responsible for all of the Association's costs in collecting the Assessment, including, but not limited to, attorneys' fees.

9. During the initial term of the Board, the Board shall not have the power to make improvements to the Common Area in addition to those then in existence (herein referred to as "Additional Improvements") without the written approval of the Declarant. After the initial term, the Board shall not have the power to make Additional Improvements having a cost in excess of Five Thousand Dollars (\$5,000.00) without the consent of ninety percent (90%) of the then current Owners.

10. Members of the Board shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Board. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

11. Failure of the Association or the Board to enforce any terms, conditions or restrictions contained in this Declaration, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

ARTICLE C

FUTURE PHASES OF DEVELOPMENT OF TWIN PINE FARM

The Declarant, its successors and assigns shall have the right, after the effective date hereof, to add Future Phases of the Development to the real estate subject to this Declaration,

provided such Future Phases of Development are or become adjacent to the real estate which is or becomes subject to this Declaration or any supplemental declaration. The Future Phases of Development authorized under this ARTICLE C shall be added by recording a Supplemental Declaration of Restrictions with respect to such Future Phases of Development which shall extend the provisions of this Declaration to such Future Phases of Development, and shall indicate any provisions which differ from the provisions of this Declaration or any prior Supplemental Declaration. Except with respect to increasing the number of Lots and adding to the Common Areas, and all amendments and modifications incidental thereto, such Supplemental Declarations shall not otherwise revoke, modify, amend or add to the covenants established by this Declaration or any prior Supplemental Declaration.

ARTICLE D

AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of Lots having at least seventy five percent (75%) of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the Town, and (ii) the Declarant so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

ARTICLE E

ROADS

Certain roads in Twin Pine Farm and Future Phases of Development terminate or may terminate at the then current boundaries of the subdivision. Owners are hereby put on notice that said roads (or any other roads which may be located over outlots owned by the Declarant) may be connected with or extended to other roads in Future Phases of Development or in lands owned by others if such extension or connection is approved by the Town, Waukesha County or

other public entities having jurisdiction. No Owner shall have the right to object to any such road extension or connection, nor shall any Owner have the right to claim that it has incurred a loss or damage as a result thereof.

ARTICLE F

TERM AND BINDING EFFECT

This Declaration and any amendments shall be in force for a term of 30 years from the date the Declaration is recorded. Upon the expiration date of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of 10 years, unless prior to the end of the then-current term a Notice of Termination is executed by the Owners of at least seventy-five percent (75%) of all Lots and their mortgagees, is consented to by the Town of Lisbon, and is thereafter recorded in the Office of the Register of Deeds of Waukesha County. This Declaration shall be binding upon all Owners and any other person claiming under or through Declarant.

-----Signatures follow on next page-----

000953 NOV 18 2005

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions
this 14th day of November, 2005.

BATZLER DEVELOPMENT LLC, a Wisconsin limited liability company

By: Michael Batzler
Michael Batzler, Member Manager

Attest: Jennifer Busalacchi
Jennifer Busalacchi, Director of Development

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 14th day of November, 2005, the above-named Michael Batzler, Member, and Jennifer Busalacchi, Director of Development, of Batzler Development, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in such capacity.

Theresa J. Gehring
Notary Public, County of Kaukauba
State of Wisconsin
My Commission expires on: 12/29/2008



This Instrument drafted by and should be returned to:
Bruce McInay, Esquire
Maier McInay Schmitt & Button, Ltd.
101 Falls Road, Suite 603
Grafton, WI 53024

10/26/21

Exhibit 3
Subdivision Master Grading Plan
(See Attached)

10/26/21

Exhibit 4
Stormwater Management Maintenance Agreement
(See Attached)

Stormwater Management Practice Maintenance Agreement

Document Number

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

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

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

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

Note: After construction verification has been accepted by Waukesha County, for all planned stormwater management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum(s) may contain several additional exhibits, including certification by Waukesha County of Stormwater Permit termination, as described below.

Name and Return Address

Land Resources Division
515 W. Moreland Blvd., Rm AC 260
Waukesha, WI 53188

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

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the stormwater management practice(s) and drainage easements identified in Exhibit B until Stormwater Permit termination by Waukesha County in accordance with Chapter 14 of the County Code of Ordinances.
2. After Stormwater Permit termination under 1., the current owner(s) of the Property ("Current Owner(s)") shall be solely responsible for maintenance and repair of the stormwater management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by Town of Lisbon or their designee, the Current Owner(s) shall, at their own cost and within a reasonable time period determined by the Town of Lisbon, have an inspection of the stormwater management practices conducted by a qualified professional, file a report with the Town of Lisbon and complete any maintenance or repair work recommended in the report. The Current Owner(s) shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 3 above, the Town of Lisbon, or its designee, is authorized to access the Property, as necessary, to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Town of Lisbon may require work to be done which differs from the report described in paragraph 3 above, if the Town of Lisbon reasonably concludes that such work is necessary and consistent with the intent of this Agreement. Upon notification by the Town of Lisbon of required maintenance or repairs, the Current Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Town of Lisbon.
5. If the Owner(s) do not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the Town of Lisbon is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Town of Lisbon, no notice shall be required prior to the Town of Lisbon performing emergency maintenance or repairs. The Town of Lisbon may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the Town of Lisbon shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this 3rd day of DECEMBER, 2021.

Owner: MLG/PT Twin Pines LLC

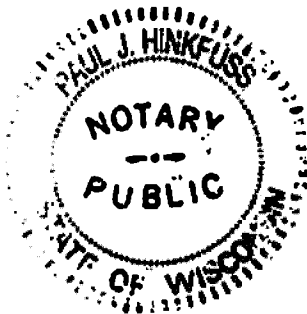

(Owner's Signature)

J. Michael Mooney, Vice President

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this 3rd day of December, 2021, the above named J. Michael Mooney to me known to be the person who executed the foregoing instrument and acknowledged the same.





Name:

Notary Public, Waukesha County, WI

My commission expires: 12/31/2023

This document was drafted by:

PAUL J. HINKFUSS

MLG CAPITAL

19000 W. BLUEMOUND ROAD

BRANFELD, WI 53045

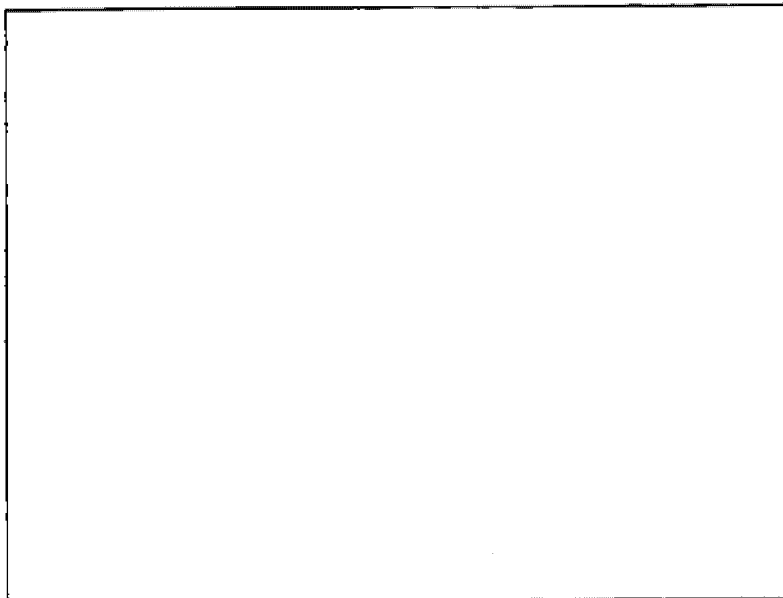


Exhibit A – Legal Description

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

Project Identifier: Twin Pine Farm III Subdivision

Acres: 53.1632

Date of Recording: 12/4, 2021

Map Produced By: R.A. Smith, Inc., Brookfield, WI

Legal Description: Lots 132 through 167 of Twin Pine Farm III Subdivision, part of the NE Quarter and the NW Quarter of the Fractional SW Quarter of Section 7, Township 8 N, Range 19 E, Town of Lisbon, Waukesha County, Wisconsin.

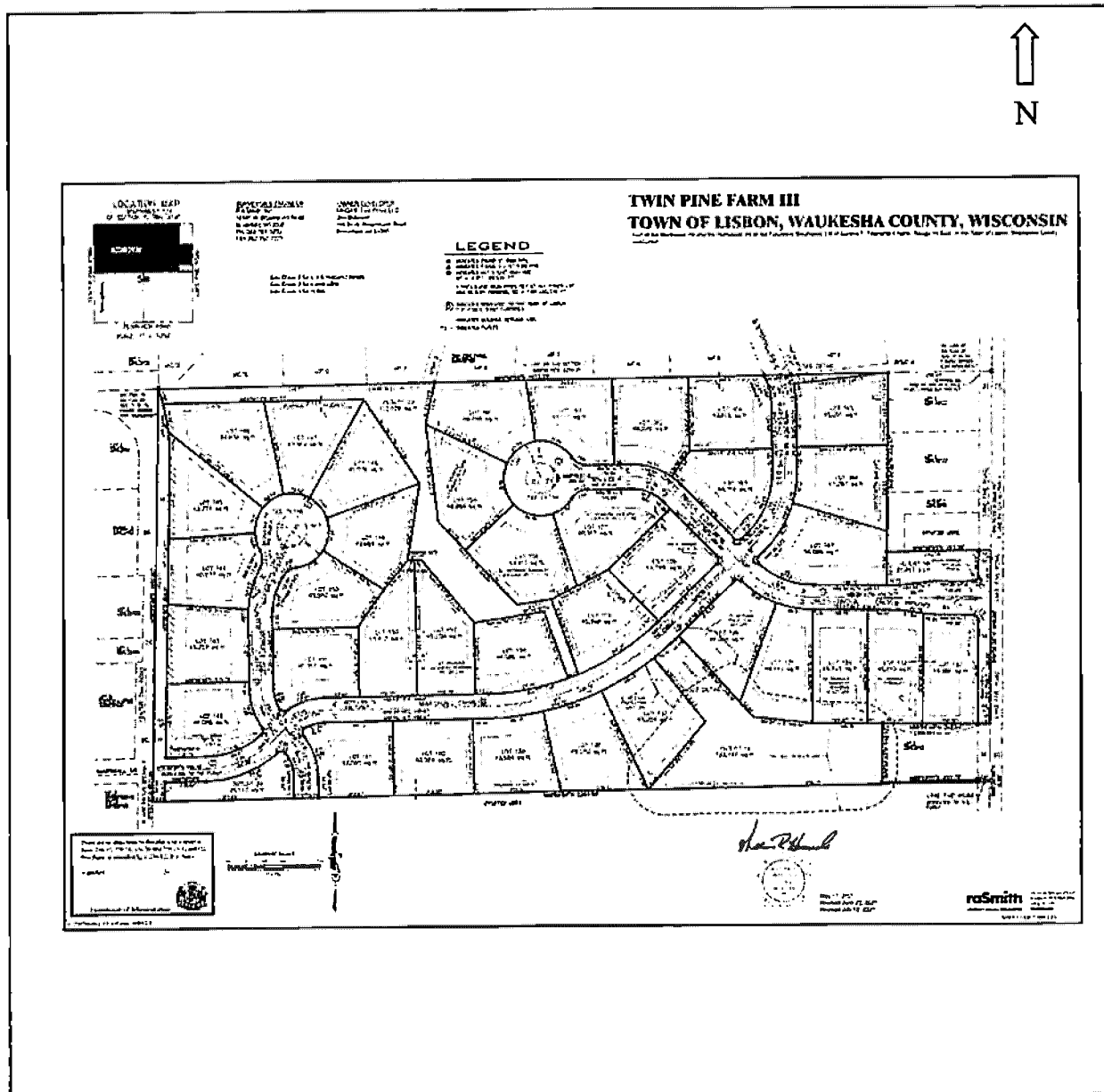


Exhibit B - Location Map

Stormwater Management Practices Covered by this Agreement

The stormwater management practices covered by this Agreement are depicted below. The practices include two infiltration basins, two grass swales and all associated pipes, earthen berms and spillways. All of the noted stormwater management practices are located within drainage easements and Outlots of the subdivision plat.

Subdivision Name: Twin Pine Farm III
Stormwater Practices: Detention Basin, Infiltration Basin
Location of Practices: Drainage easements and Outlots of the subdivision plat
Owners of Outlots: Each owner of Lots 132-167 shall have equal (1/36) undividable interest in all Outlots

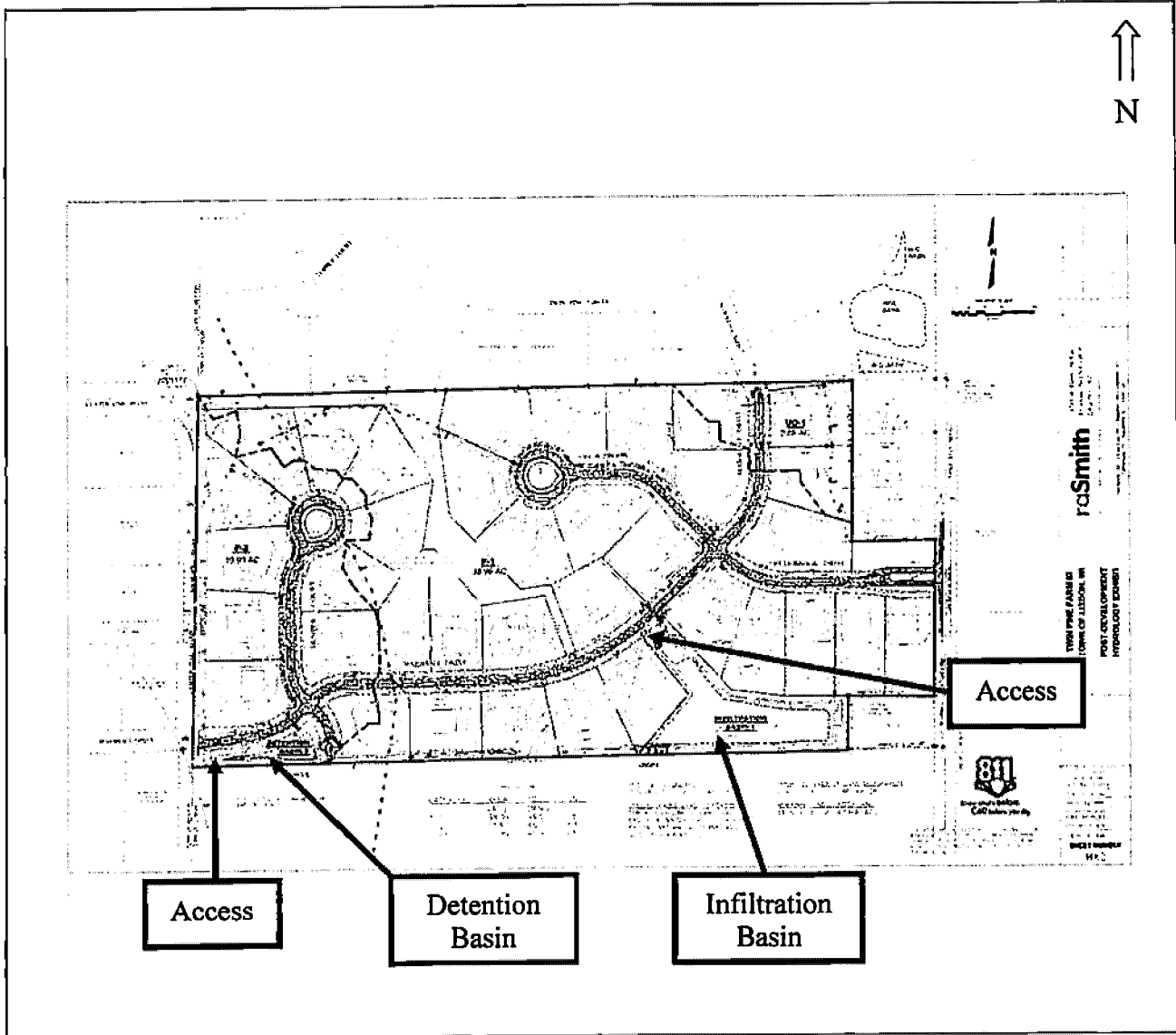


Exhibit C

Stormwater Practice Maintenance Plan

Stormwater Practice Maintenance Plan for Detention and Infiltration Basins

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

System Description:

The detention and infiltration basins are designed to reduce runoff volumes from the site after development and recharge the water table by intercepting the runoff and allowing it to infiltrate into the underlying soil and groundwater. The detention and infiltration basins are designed to infiltrate 90% of the average annual predevelopment infiltration volume. The drainage area served by the detention and infiltration basins is 50 acres. The detention and infiltration basins are also designed to reduce peak flows by temporarily detaining runoff from larger storms and releasing it through spillways. The design is intended to remove 94.5% of total suspended solids load (TSS) reduction within the basins. The post-development site will not exceed the maximum allowable for the associated watersheds by capturing 100% removal of total phosphorous (TP) within reachshed 23 and a 92.8% removal of total phosphorous load (TP) within reachshed 55. The detention and infiltration basins are vegetated with adaptive, naturalized plantings. "As-built" construction drawings of the basins will be recorded as an addendum(s) to this agreement within 60 days after Waukesha County accepts verification of construction from the project engineer.

Minimum Maintenance Requirements:

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

1. A minimum of 70% vegetated cover must be maintained on the basin bottom. Periodic burning or mowing is highly recommended in order to enhance the establishment of adaptive, naturalized plantings (which may take 2-3 years) and maintain the minimum cover. To reduce competition and degradation from weeds within the planting area it is recommended that the following maintenance actions be implemented:
 - In the first year, mow the planting to a height of 6" (no lower) each time the average height reaches 12". Expect to mow at least three times in the first year (June, July and early August). To prevent damage to the native plants, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering seedlings.
 - In the second year, mow the planting to a height of 10-12" (no lower) each time the average height reaches 24". Mowing too low in the second year of establishment can significantly set your native species back.
 - Burning in 3-5 year intervals may also be used to manage weeds, woody vegetation, and increase the vigor of the adaptive, naturalized plantings. Mid-spring burns (April 15 – May 15) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species. If burning is not possible, due to local restrictions or lack of fuel to carry a fire, the planting area can be mowed very closely to the ground instead (i.e. simulated burn). Prescribed burns can also be conducted in the fall (October-November) and are recommended in planting areas where forb diversity is low and warm-season grasses are overwhelming the planting area.
 - Any major bare areas or areas taken over by weeds must be controlled and reseeded. To clear the area of weeds and cool season grasses, treat with an herbicide that contains glyphosate in accordance with manufacturer's instructions. In wetlands, an aquatic approved herbicide must be used. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. The selected seed mix should be local in origin (EPA Eco-region

5, WI Eco-region 53) and be appropriate for the site's soil type(s) and growing conditions. A companion crop of oats is recommended to reduce erosion and competition from non-native species. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of weed free mulch (<1") and staked erosion control netting to hold it in place until germination. Do not sow seed immediately following rain, when ground is too dry, or when winds are over 12 mph. For other planting details, see NRCS standard 342 (Critical Area Planting).

2. Invasive plant species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases. The following list of typical "problem species" within stormwater management areas and should be controlled immediately upon introduction to a site (in addition to any species listed as Prohibited by NR-40).
 - o Canada Thistle Common and Cut-leaved Teasel
 - o Crown Vetch
 - o Birds-foot Trefoil
 - o Everlasting Pea
 - o Japanese Knotweed
 - o Leafy Spurge and Cypress Spurge
 - o Purple Loosestrife
 - o Spotted Knapweed
 - o Yellow Sweet Clover and White Sweet Clover
 - o Wild Parsnip
 - o Common Reed Grass
 - o Japanese Stilt Grass
 - o Reed Canary Grass
 - o Smooth Brome Grass
 - o Quack Grass
3. The basins and all components should be inspected after each heavy rain, but at a minimum of once per year. If the basins are not draining properly (within 72 hours), further inspection may be required by persons with expertise in stormwater management and/or soils.
 - o If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.
 - o If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
 - o If the infiltration trench stone has become clogged, the stone – and possibly the soil immediately around the stone - must be replaced.
4. All flow control devices must be kept free of debris. Any blockage must be removed immediately.
5. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
6. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
7. No trees are to be planted or allowed to grow on the earthen berms or the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the plantings. The basins must be inspected annually and any woody vegetation removed.
8. Grass swales leading to the basins shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
9. Wetland vegetation must be maintained per State regulations.
10. When necessary following annual inspection, all removed sediment must be placed in an appropriate upland disposal site and stabilized to prevent sediment from washing back into the infiltration basins.
11. No grading or filling of the basin or berms other than for sediment removal is allowed.
12. Periodic mowing of the grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
13. Any other repair or maintenance needed to ensure the continued function of the infiltration basins as ordered by the Town of Lisbon under the provisions listed on page 1 of this Agreement.

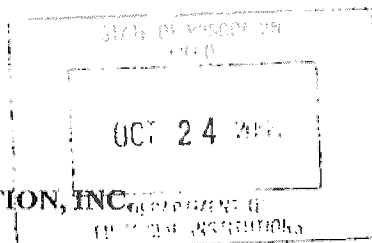
10/26/21

Exhibit 5
Articles of Incorporation of
Twin Pine Farm Homeowners Association, Inc.
(See Attached)

2006 OCT 17 10:52:20

**ARTICLES OF INCORPORATION
OF**

TWIN PINE FARM HOMEOWNERS ASSOCIATION, INC.



Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79, as amended by 2001 Wisconsin Act 44:

ARTICLE I. Name. The name of the corporation shall be: "Twin Pine Farm Homeowners Association, Inc."

ARTICLE II. Period of Existence. The corporation shall exist perpetually.

ARTICLE III. Initial Principal Office. The Initial Principal Office of the Corporation shall be located at 327 West White Oak Way, Mequon, WI 53092

ARTICLE IV. Purpose. The corporation is organized and shall be operated on a not-for-profit basis exclusively for public, charitable, religious, and/or educational purposes, including the operation, administration and maintenance of a subdivision known as "Twin Pine Farm" located in the Town of Lisbon, Waukesha County, Wisconsin; and any other lawful activity within the purposes for which corporations may be organized under The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, as the same now provides and as the same may hereafter be amended to provide, subject to the Declaration of Twin Pine Farm Homeowners Association.

ARTICLE V. Powers. The corporation shall have one (1) class of members. The designation of such class, the qualifications, rights, and method of acceptance of members shall be set forth in the Bylaws of the corporation. Membership shall be terminated and members may be expelled as set forth and in the manner provided in the Bylaws of the corporation. Transfer of membership, or any right arising therefrom, is permitted as set forth and in the manner provided in the Bylaws of the corporation. The right of a member to vote may be limited, enlarged or denied to the extent specified in the Bylaws of the corporation.

ARTICLE VI. Members. The corporation will have members.

ARTICLE VII. Directors. The number of directors constituting the initial Board of Directors shall be three (3). Thereafter, the number of directors constituting the Board of Directors and their election and/or appointment shall be fixed by or in the manner provided in the Bylaws of the corporation. The initial Board of Directors shall consist of the following individuals:

Name	Street	City	State	Zip
Michael Batzler	1898 Conestoga Court	Richfield	WI	53076

WI - DFI CORP
FILE ID# →

7039790

Name	Street	City	State	Zip
Jennifer Busalacchi	327 W. White Oak Way	Mequon	WI	53092
Bruce A. McInay	101 Falls Road, Suite 603	Grafton	WI	53024

ARTICLE VIII. Registered Address and Initial Registered Agent. The registered address of the corporation is:

101 Falls Road, Suite 603
Grafton, WI 53024

The name of the initial registered agent at such address is Bruce A. McInay.

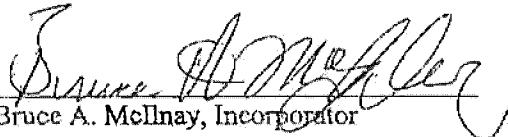
ARTICLE IX. Incorporator. The incorporator's name and address is:

Bruce A. McInay
101 Falls Road, Suite 603
Grafton, WI 53024

ARTICLE X. Amendments. These articles may be amended, at any time, in the manner authorized by the provisions of The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, in effect at the time of such amendment.

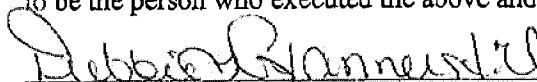
ARTICLE XI. Stock and Dividends. The corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the corporation shall be distributed to the members, directors, or officers except upon dissolution of the corporation. In the event of dissolution of the corporation, all assets, after payment of liabilities, shall be distributed to the members in accordance with the provisions of the Declaration of Twin Pine Farm Homeowners Association and the Bylaws of the corporation.

Dated: October 14, 2005


Bruce A. McInay, Incorporator

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me October 14, 2005, the above-named Bruce A. McInay, to me known to be the person who executed the above and foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My Commission 6-28-09
These Articles were drafted by:
Bruce A. McInay

10/26/21

Exhibit 6

By-laws of Twin Pine Farm Homeowners Association, Inc.

(See Attached)

**BY-LAWS
OF
TWIN PINE FARM HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

Name and Purpose

Pursuant the Declaration of Restrictions for Twin Pine Farm and any subsequent Supplement(s) to the Declaration, all of which are recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter "Protective Covenants"), and the Articles of Incorporation of the Twin Pine Farm Homeowners Association, Inc., the following are adopted as the By-Laws of the TWIN PINE FARM HOMEOWNERS ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association"), which is a non-profit nonstock corporation formed and organized to serve as an association of owners of real estate and improvements located in Twin Pine Farm, Lisbon, Wisconsin (the "Subdivision") subject to the terms and conditions of the Protective Covenants. The Subdivision is divided into individual residential parcels (the "Lots") pursuant to the recorded plat(s) of the Subdivision. The final development of the Subdivision was completed by MLG/PF Twin Pines LLC (the "Developer").

These By-Laws shall be binding on the owners of Lots in Twin Pine Farm, and their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 **Members.** The rights and qualifications of the members are as follows:

a. *Defined.* Members of the Association shall be all owners of any Lot in the Subdivision (the "Owners"). Each Owner shall have the number of votes equal to the number of Lots owned by said Owner. If title to any Lot is held by more than one Owner, the membership in the Association related to that Lot shall be shared by such Owners in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. Every Owner upon acquiring title shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

b. *Membership List.* The Association shall maintain a current Membership List showing the names of Owners, the address to which notice of meetings of the Association shall be sent, any mortgagee of the Lot, and the person designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Lot.

c. *Transfer of Membership.* Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance of that Lot. Membership in the Association may not be transferred, except in connection with the transfer of a Lot. Upon transfer of a Lot, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new Owner, identification of Lot, date of transfer, name of the person designated to vote, name and address of mortgagee, if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 *Quorum and Proxies for Members' Meetings.* A quorum for members' meetings shall consist of thirty (30) percent of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 *Act by Majority.* The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Wisconsin Nonstock Corporation Law.

2.4 *Time, Place, Notice and Calling of Members' Meetings.* Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 *Annual and Special Meetings.* The first annual meeting of the Association shall be held on the second Tuesday in October following the sale and conveyance by Developer of all Lots in the Subdivision, or such earlier time as determined by Developer, in either case subject to the requirements of Section 2.4 above. Subsequent annual meetings shall be held on the second

Tuesday in October of each year. The purposes of annual meetings shall be to elect directors and to transact any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with ten percent (10%) or more of all votes entitled to be cast in the Association.

ARTICLE III

Board of Directors

3.1 ***Initial Board of Directors.*** The initial Board of Directors shall consist of up to three (3) persons, appointed by Developer, who need not be members of the Association. The initial Board of Directors shall serve until such time as the members elect a Board of Directors pursuant to Section 3.4 below.

3.2 ***Number and Qualifications of Directors.*** After the Board of Directors of the Association has been elected by the Owners pursuant to Section 3.4 below, the Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in Section 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.3 ***Powers and Duties of the Board of Directors.*** The affairs of the Association including management and operation of the Subdivision shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Protective Covenants, the Articles of Incorporation, and these By-Laws.

3.4 ***Election and Term of Directors.*** At the first annual meeting of the Association following the sale and conveyance by Developer of all Lots in the Subdivision, or such earlier time as determined by Developer, the members shall elect three (3) directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) One (1) director whose term will expire after one (1) year, at the next annual meeting of the Association (Class "A" Directors).

(b) Two (2) directors whose terms will expire after two (2) years, at the second annual meeting of the Association after their election (Class "B" Director).

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and

qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.5 ***Vacancies on Board.*** After the Board of Directors has been elected by the Owners pursuant to Section 3.4, vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.6 ***Removal of Directors.*** After the Board of Directors has been elected by the Owners pursuant to Section 3.4, at any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 ***Annual Meeting and Notice.*** An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required. Prior to the first annual members' meeting, an annual meeting of the Board of Directors shall be held at such time and place as may be designated by the Board of Directors.

3.8 ***Regular Meetings and Notice.*** The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.9 ***Special Meetings and Notice.*** Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.10 ***Waiver of Notice.*** Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 ***Quorum of Directors -- Adjournments.*** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further

notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 ***Fidelity Bonds.*** The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

Officers

4.1 ***Designation, Election and Removal.*** The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice President, may be held by the same person.

4.2 ***President.*** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

4.3 ***Vice President.*** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice President shall also perform such duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 ***Secretary.*** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List for the Association.

4.5 ***Treasurer.*** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the

deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 **Compensation.** No director or officer of the corporation shall receive any fee or other compensation for service rendered to the Association except by specific resolution of the membership.

ARTICLE V

Indemnification

5.1 **Mandatory Indemnification.** The Association shall, to the fullest extent permitted or required by Chapter 181 of the Wisconsin Statutes, inclusive, the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the corporation. The corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in this Article V and not otherwise defined herein shall have the meaning set forth in Section 181.0103 of the Statute.

5.2 **Permissive Supplementary Benefits.** The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under Section 5.1 above by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the corporation would be obligated to indemnify or advance expenses to such Director or Officer under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

5.3 **Private Foundation Limitations.** Notwithstanding the foregoing, no indemnification will be permitted to the extent such indemnification would constitute an act of "self-dealing" or is otherwise subject to excise taxes under Chapter 42 of the United States Internal Revenue Code of 1986, or prohibited under Chapter 181 of the Wisconsin Statutes or any similar successor provisions thereto.

ARTICLE VI

Operation of the Subdivision

6.1 ***The Association.*** The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the Subdivision in accordance with the Protective Covenants, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of \$1,000 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or a managing agent with respect to the administration and operation of the Association.

6.2 ***Rules and Regulations.*** The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Lots by the Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Protective Covenants or the contracts, documents, and easements referred to in the Protective Covenants, and shall be designed to prevent unreasonable interference with the use of the respective Lots by persons entitled thereto. A violation of any such rules or regulations shall constitute a violation of the Protective Covenants. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 ***Common Expenses.*** The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Lot owner, to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed equally against the Lots, excluding those Lots owned by the Developer, and allocated among the members of the Association according to their respective ownership interests in the Lots. The assessments shall be made on an annual basis and shall be due and payable in one lump sum. If not paid on or before the due date, the assessment shall bear interest at the prevailing prime rate of interest, determined as of the first day of each month by the bank handling Association accounts, until paid in full. If delinquent for more than thirty (30) days, the Association may pursue foreclosure or collection action pursuant to Section 6.5 herein. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 ***Operating Budget.*** The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of operation, maintenance, and other items such as; real estate taxes, management services, insurance, common services, landscaping, administration, materials and

supplies. The reserve fund shall be used for contingencies and periodic expenses such as storm sewer maintenance, pond maintenance or other renovations. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Director, the directors may levy further assessment(s) against the Owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Lot, if resulting from action by the Association. The Owner or Owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Lot if such maintenance and repair, although the obligation of the Owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Owners in subsequent years.

The annual budget shall be prepared and determined by September 30 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Lot owner by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

6.5 Default and Liens. All annual and special assessments, until paid, together with interest and actual costs of collection, constitute a lien for the benefit of the Association on the Lots on which they are assessed. Such lien shall be subordinate and junior only to the first mortgage lien of any financial institution arising at the time of purchase of the respective Lot. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law and the Protective Covenants, and there shall be added to the amount due: 1) a \$50.00 late fee, 2) an additional \$15.00 late fee per day until the outstanding charges and assessments have been paid in full, and 3) the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Lot against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 **General Lot Maintenance.** The Owner of any Lot shall have the duty of, and responsibility for, keeping the premises, building, improvements, appurtenances and landscaping of the Lot, in a well-maintained, safe, clean, and attractive condition at all times. All grass, trees, and shrubbery must be kept in good condition and appearance at all times. All grass must be cut whenever necessary and weeds must be controlled. Each Owner shall be responsible for removal of any rubbish or trash of any character which may accumulate on a Lot. Damaged or cracked areas of all parking areas, sidewalks, and other hard surfaces shall be promptly repaired or replaced. The type and quality of materials and the color thereof to be used in replacing, repairing, painting, or maintaining building exteriors and external fixtures such as entry doors, lighting fixtures and other items shall be consistent with those approved by the Subdivision Review Board pursuant to the Protective Covenants.

7.2 **Common Areas.** The Association shall be responsible for the management, performance of the obligations set forth herein, the Protective Covenants and any easements applicable to the Property and control of any and all easement areas located in the Subdivision, and any real estate owned by the Association, and any other areas of the Subdivision which the Association is obligated or agrees to maintain, together with any other amenity that may be provided by the Association, and shall cause the same to be maintained, repaired and kept in good, clean and attractive condition, order, and repair. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of an Owner, in which case such expense shall be charged and specially assessed to such Owner), for accomplishment of all landscaping, grass cutting, weed control and general maintenance of the common areas described above; care, repair and restoration of entrance monuments and signs; inspection, maintenance, recertification and repair of streets and drainage facilities; and related landscaping maintenance and replacement of lighting, if any, for entrance monuments and signs.

ARTICLE VIII

Duties and Obligations of Owners

8.1 **Rules and Regulations.** The Lots shall be occupied and used in accordance with the Protective Covenants, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time.

8.2 **Enforcement.** The rules and regulations contained in the Protective Covenants and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of \$50 per violation plus \$15.00 per day until the violation is corrected, to be charged and assessed against the Owners who violate or whose guests violate such rules and regulations. Such fines shall be charged and assessed against the subject Lot and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

ARTICLE IX

General

9.1 ***Fiscal Year.*** The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 ***Address.*** The mailing address of the Association shall be 19000 W. Bluemound Road, Brookfield, WI, Attention: Twin Pine Farm Homeowners Association, until such time as Developer has sold all Lots, at which time a new mailing address may be designated by the Association.

9.3 ***Seal.*** The Association shall have no corporate seal.

ARTICLE X

Amendments

10.1 ***By Members.*** These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 ***Rights of Developer.*** No amendment of these By-Laws shall alter or abrogate the rights of Developer as contained in these By-Laws.

ARTICLE XI

Miscellaneous

11.1 ***Record of Ownership.*** Every Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance of such Lot or other evidence of such Owner's title thereto, and shall present such evidence of title and file any lease with the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

11.2 ***Statement of Assessments.*** The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any Lot or interest therein, shall provide a statement to such person as to the amount of any assessments against such Lot then due and unpaid, within ten (10) business days after such request is received.

11.3 ***Subordination.*** These By-Laws are subordinate and subject to all provisions of the Wisconsin Nonstock Corporation Law, and the Protective Covenants and any amendments thereto, which shall control in case of any conflict.

11.4 ***Definition of Terms.*** All terms herein (except where specifically defined herein or clearly repugnant to the context) shall have the same meanings as in the Protective Covenants or the Wisconsin Nonstock Corporation Law.

11.5 ***Interpretation.*** In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Owners.

-End of By-Laws-