

Amendments and Restatement Conveyance
For Hill Park Subdivision

Document Number

Document Title

4444800

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

December 30, 2019 02:11 PM
James R Behrend
Register of Deeds

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

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Recording Area

Name and Return Address

Hill Park Boutique LLC
N T1W23806 Sun Valley Rd.
SUSSEX WI 53089

Parcel Identification Number (PIN)

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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

October 3, 2019

AMENDED AND RESTATED PROTECTIVE COVENANTS

FOR

Hill Park Subdivision

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PROTECTIVE COVENANTS FOR (SUBDIVISION NAME)

THESE AMENDED AND RESTATED PROTECTIVE COVENANTS made this 3rd day of October 2019, by Hill Park Burleigh, LLC (hereinafter the "Developer").

WITNESSETH:

WHEREAS, Hill Park Ventures, LLC recorded declaration of restrictions on October 17, 2008 as document 3605249 and again on October 20, 2008 as document 3605554 and again on March 25, 2019 as document 4388433.

WHEREAS, Developer is the current owner of the real property described herein, which property is located in the City of Brookfield, Waukesha County, Wisconsin; and

WHEREAS, Developer desires to amend and replace the prior declaration of restrictions recorded as documents 3605249, 360554 and 4388433 in order to subject the Subdivision (as defined below) to the conditions, restrictions, covenants, and reservations contained herein ("Protective Covenants") for the benefit of the Subdivision and the benefit of each owner of any Lot (as defined below) in the Subdivision, and for the purpose of creating a desirable utilization of the land in an aesthetically pleasing residential environment;

NOW, THEREFORE, the Developer hereby declares that the real property herein described shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants and reservations hereinafter set forth:

ARTICLE 1. PROPERTY SUBJECT TO PROTECTIVE COVENANTS. Existing Property.

The real property subject to the provisions of these Protective Covenants is described on Exhibit A attached hereto (hereinafter the "Subdivision" or "Hill Park"). The Subdivision is composed of Six (6) individual residential lots (hereinafter "Lots").

ARTICLE 2. GENERAL. All Lots shall be used only for single family residences, with one single family home residential dwelling permitted on each Lot. The intention of these Protective Covenants is to achieve the best use and most appropriate development and improvement of each Lot within the Subdivision; to preserve, as far as is practicable, the natural beauty of the Subdivision; to guard against haphazard and inharmonious improvement of the Lots and the erection thereon of

unattractive or poorly designed or poorly proportioned structures; to obtain harmonious and attractive use of material and color schemes; to encourage and secure the construction within the Subdivision of attractive homes with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and in general to endeavor to provide for a quality development of the Subdivision.

ARTICLE 3. DEFINITIONS. The following terms as used in this document shall have the definitions set forth below:

3.1 Association. The term "Association" shall mean the non-profit corporation to be known as Hill Park Owners Association, Inc., which shall serve as an organization of all owners of Lots in the Subdivision, and collect assessments from Lot Owners for payment of Association obligations and maintenance of Association properties, as set forth herein.

3.2 Common Area. The term "Common Area" shall mean all areas of the real property as described on Exhibit A other than the Subdivision, public streets, Outlots, and any part of any other lands that shall be deemed to be owned by the City of Brookfield. Common Area shall also specifically include those areas throughout the Subdivision the Association is required to maintain as set forth in these Covenants.

3.3 Developer. The term "Developer" shall mean Hill Park Burleigh, LLC.

3.4 Dwelling Unit. The term "dwelling unit" or "dwelling" shall mean a living unit within Hill Park which is intended to be occupied by one (1) family.

3.5 Lot. The term "Lot" shall mean an individual residential lot numbered from 1 to 6 inclusive in the Subdivision, as shown on the final plat, attached hereto as Exhibit A ("Plat"). No Lot may be further divided without the prior approval of the City of Brookfield.

3.6 Lot Owner. The term "Lot Owner" shall mean the current owner(s) of any Lot in the Subdivision, whose name(s) appear in the recorded deed of conveyance.

3.7 Outlot. The term "Outlot" shall mean an outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

3.8 Plans and Specifications. The term "Plans and Specifications" shall mean complete written construction plans and detailed specifications as to materials and colors for construction of any building, retaining wall, pool fence, sign, pool, deck, patio, landscaping or other improvement in Hill Park, including a site plan showing location of all landscaping, improvements, driveways, walks, elevation and grade of the Lot and improvements, as set forth in Section 4.1.

3.9 Review Board. The term "Review Board" shall mean that board composed of three (3) members initially appointed by the Developer to review and approve or disapprove of Plans and Specifications for construction of dwelling units and any other structures or improvements in the Subdivision.

3.10 Subdivision. The term "Subdivision" shall mean Hill Park, which means the residential lots numbered 1-6 inclusive as described in Exhibit A attached hereto and incorporated herein. The Subdivision Plat for Hill Park is recorded with the Register of Deeds for Waukesha County, Wisconsin.

ARTICLE 4. DESIGN CONTROL.

4.1 Plans and Specifications. No structure or improvement of any sort shall be constructed upon any Lot, nor shall any change or alteration be made thereto, unless complete plans and specifications have been submitted in triplicate to, and approved in writing by, the Review Board. The plans and specifications submitted shall include, in addition to detailed construction plans, a site plan showing the exact dimensions and location of each structure or improvement, the proposed finished yard grade, existing grades on the Lot, grades adjacent to the Lot, the proposed finished grade and garage floor grade for the building, sump pump discharge location, existing mature trees on the Lot, building elevations or renderings of the building or structure to be constructed, a detailed landscaping plan and detailed specifications as to materials, colors (including samples) and equipment to be installed in the structure (collectively the "Plans and Specifications").

4.2 Review Board. The decision of a majority of the members of the Review Board shall be the decision of the Review Board and shall be final and binding upon all interested parties. When all the Lots in the Subdivision have been sold by the Developer, or its successors or assigns, and

dwelling units have been built on all the Lots in the Subdivision (or at such earlier time determined by the Developer) the Review Board shall thereafter consist of three (3) persons, who shall be the persons appointed as directors of the Association as described in Section 8.3.

4.3 Submission of Plans. The Lot Owners shall submit three (3) sets Plans and Specifications to the Review Board (and electronic versions if requested by the Review Board) at the earlier of (i) at least fifteen (15) days prior to the time that such Plans and Specifications are submitted to the Building Inspector of the City of Brookfield for approval, or (ii) thirty (30) days prior to commencement of construction of the dwelling unit or any other improvement. Prior to commencing construction, all Plans and Specifications must be approved in writing by the Review Board. All Plans and Specifications shall be submitted at the following address:

Hill Park Burleigh, LLC c/o Todd Becker
N77 W23806 Sun Valley Run
Sussex, WI 53089
tjb4evr@wi.rr.com

In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of these Protective Covenants has occurred. In such event, a fine of \$250.00 per day shall accrue for each day the violation continues. Further, any improvements installed without the prior approval of the Review Board shall be removed at the Owner's sole cost and expense and shall remain removed until such time as approval of the Plans and Specifications is granted by the Review Board. In any action required to enforce the design standards set forth herein, the Association, when the prevailing party, shall be entitled to recover reasonable attorneys' fees and costs incurred prior to and as part of the action and attorneys' fees and costs on appeal.

4.4 Review. The Review Board shall review and approve such Plans or Specifications, or disapprove those that in its judgment are not in conformity with these Protective Covenants or are inconsistent with the purposes set forth in Article 2. The Review Board may require enhanced

architectural treatment on all building elevations. In reviewing the Plans and Specifications, the Review Board may take into consideration, among other things, the following:

The suitability of the proposed home or other structure in the Subdivision;

The design, layout, elevation and the materials of which the home or improvement is to be constructed;

The location of the improvements upon the Lot and within the Subdivision, including in relation to other homes and improvements in the Subdivision;

The exterior appearance of the home including roofing materials and the color scheme; and

The compliance of the home or other structure with the standards set forth in these Protective Covenants.

The decision of the Review Board shall be final and binding with regard to approval or disapproval of the Plans and Specifications. The Review Board does not review nor is responsible for the technical, engineering, mechanical or structural nature of the design or components of the building plans, dwelling unit, functional layout of the Lot, drainage plan, home elevation or other non-aesthetic features.

4.5 Approval. The Review Board shall approve Plans and Specifications by letter sent to the Lot Owner at the street address or email address included in the Plans and Specifications.

4.6 Disapproval. If the Review Board disapproves of Plans and Specifications, the Review Board shall specify the reasons for such disapproval to the Lot Owner in writing. The Lot Owner shall then be entitled to submit revised Plans and Specifications for review by the Review Board, in which event another receipt shall be issued by the Review Board.

4.7 Waiver. The Review Board shall be entitled to waive or grant a variance from the requirements of these Protective Covenants and the standards set forth herein upon written application therefore to the Review Board as a part of a submission of Plans and Specifications to the Review Board, or otherwise, for reasons deemed adequate and reasonable to the Review Board, and in consideration of the purposes of these Protective Covenants as set forth in Article 2. The decision

of the Review Board shall be final and binding with regard to any waiver or variance, whether or not such waiver or variance is specifically granted by the Review Board in writing, or is a part of or necessitated by Plans and Specifications approved by the Review Board; provided, however, that the waiver shall not be effective until written approval for the specific variance request is granted by the City of Brookfield, if such approval is required by the City.

4.8 Unit Size. The total minimum finished living area for the homes built upon lots 3, 4, 5 and 6 shall be (2,800) square feet for a one story home and the total minimum finished living area of a multi-story dwelling unit shall be (3,500) square feet total with not less than 2,200 square feet of living space on the first floor.

4.9 Unit Measurement. The square footage of a dwelling unit shall be measured along the perimeter of the dwelling unit at and above grade (measured along the exterior walls exclusive of garages, porches, patios, breezeways and similar additions).

4.10 Attached Garage. Each dwelling unit shall have a side-entry, canted or courtyard entry garage for not less than three (3) cars. Garage and service doors must have a carriage, raised panel or similar design. Garage entrances are preferred to be on the side of the dwelling unit facing away from the street.

4.11 Building Materials, Chimneys and Fireplaces. All exterior walls shall be constructed with materials such as structural or thin cut face brick, natural stone or cultured stone, stucco, or EFIS system (Dryvit) wood or cement board siding. The Review Board will require a mix of materials. Each dwelling unit shall have a minimum of one (1) fireplace, which shall vent above the roof in an exterior chimney chase. The exterior portions of the chase must be clad in masonry material. Any additional fireplaces may be direct vent. All direct vents must be constructed to be flush with the exterior wall. Where masonry material is used on the exterior walls, the masonry shall terminate at an inside corner with a corner board, masonry corner treatment or other material approved by the Review Board. All exposed basements or foundations shall be covered by brick or stone. Further, the Committee, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood and/or other types of siding as it may deem

appropriate to preserve the architectural integrity and quality appearance of dwellings in the subdivision. In no event shall any dwelling be sided with metal or vinyl siding.

4.12 Windows. Windows may be vinyl or aluminum clad. Windows that do not open and are for appearances only shall not be permitted unless specifically approved by the review board. When shutters, window grids and other trim features are used with windows on the front of a dwelling unit, they must also be used with appropriate windows on the sides and rear of the dwelling unit. Trim of at least four (4) inches in width must be used on all windows without shutters and on all doors, vents, and louvers. Windows with shutters shall use a decorative headboard of a natural material measuring at least four (4) inches in width and a windowsill board of a natural material at least two (2) inches in width.

4.13 Roof. All roof material must be slate, cedar shake or asphalt shingles or similar products approved in advance by the Review Board. The roofs on all multi-story dwelling units must have a minimum pitch of eight (8) feet in height for each twelve (12) feet in length (8/12). All one (1) story dwelling unit roofs shall have a minimum pitch of eight (8) feet in height for each twelve (12) feet in length (8/12).

4.14 Setbacks. The required minimum building setbacks are as follows:

Front Yard	50 feet
Side Yard	25 feet
Rear Yard	30 Feet

4.15 Driveways. Driveways shall be approved in advance by the Review Board and shall be located at least three (3) feet from the side lot lines for lots 3, 4, 5, and 6. Within twelve (12) months from the issuance of an occupancy permit, all driveways on the Lot must be concrete, asphalt or brick pavers. If a culvert is required, the Developer will require the installation of end walls of stone or masonry in a natural color.

ARTICLE 5. SUBDIVISION STANDARDS.

5.1 General. All Lots in the Subdivision shall be subject to the standards set forth herein. Dwellings that are too similar in appearance will not be permitted to be constructed in close proximity to one another.

5.2 Construction. During construction of a dwelling unit or any other improvement, the construction site shall be kept free of refuse and litter. Rubbish and construction materials shall be stored on the site only as long as necessary under the circumstances. Any natural vegetation and tree debris removed during the stripping of the building pad shall be removed immediately. Construction sites shall remain as organized and neat in appearance as possible throughout the construction period.

5.3 Completion; Occupancy. Any dwelling unit construction on any Lot in the Subdivision shall be enclosed and under roof with the finished exterior material in place within twelve (12) months after the commencement of construction. No dwelling unit shall be occupied until the exterior surfacing of the dwelling unit is completed and the Lot is finished to rough grade.

5.4 Lot Grading. Each Lot Owner must strictly adhere to and finish grade the Lot in accordance with the Master Site Grading Plan and any amendment thereto approved by the City Engineer on file at the Office of the City Clerk. All fill materials shall be leveled immediately upon completion of the dwelling unit and shall be graded and contoured in accordance with the Plans and Specifications and any applicable municipal erosion control ordinance. Any Lot Owner who fails to adhere to the requirements set forth in this Section 5.4 or in Section 5.5 shall be personally liable for any and all consequences of such failure including but not limited to the cost of any required corrective measures. In addition, the Developer or the Association may fine the Lot Owner or otherwise pursue all available remedies set forth in these protective covenants or the By-Laws for the Association.

5.5 Erosion Control and Surface Drainage. During construction of a dwelling unit on a Lot, each Lot Owner shall take adequate measures and shall be comply with all applicable erosion control ordinances. The topography and ground elevation of each Lot shall be finished as required by the Plans and Specifications approved by the Review Board for the efficient discharge and drainage of surface groundwater and sump pump discharge throughout the Subdivision. Final grading of a Lot

shall be completed within two (2) months following the date of occupancy of a dwelling unit. The Developer and/or the City of Brookfield and/or their agents, employees or independent contractors, upon written notice to the Owner of a Lot, shall have the right to enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition, and the Lot Owner shall be responsible for the cost of the same.

5.6 Walkways. All walkways must be installed within twelve (12) months of the issuance of an occupancy permit by the City of Brookfield for any dwelling unit; walkways on the Lot shall be constructed with concrete, brick pavers or other hard and impervious paving substance approved in advance by the Review Board.

5.7 Preservation of Trees. No live tree shall be moved, removed or destroyed in any way, other than upon prior written approval of the Review Board. All existing trees shall be protected during periods of construction and grading.

5.8 Landscaping. All landscaping shall be completed within twelve (12) months of the issuance of an occupancy permit by the City of Brookfield except in the case of model homes where landscaping shall be completed prior to the date such home is first open for showing to prospective buyers or advertised in the marketplace. All landscaping must be approved in advance by the Review Board. Lot Owners are hereby informed, understand and accept that upon construction of their residence on their Lot, it shall be the sole responsibility of such Lot Owner owning the Lot to install street trees along the roadway frontages abutting their Lot, according to the approved landscape plan as amended from time to time by the City of Brookfield. Said plantings shall be completed by the sooner of (i) within 12 months of Occupancy the home, or (ii) upon request by the City of Brookfield. The Lot Owners shall further be responsible for any maintenance and all replacement of the landscaping as required in the final landscape plan for the Hill Park Subdivision, as required by the City of Brookfield.

5.9 Fences and Walls. No fences or walls of any height or for any purpose, including for decorative purposes, shall be permitted on any Lot except as specifically approved by the Review Board.

5.10 Swimming Pools/Spas. Swimming pools, hot tubs or spas may be installed, altered or modified only with the prior written approval of the Review Board. Above ground swimming pools shall not be permitted.

5.11 Post Lights. A uniform lamppost shall be purchased by the Lot Owner, and installed in a location to be determined by the Review Board.

5.12 Mailboxes. A uniform mailbox/newspaper box shall be purchased and installed by the lot Owner and installed in a location to be determined by the US Postal Service.

5.13 Outbuildings and Temporary Structures. Other than dwelling units and other structures and improvements approved in advance by the Review Board pursuant to Section 4.1, no structure of any kind, including, but not limited to, any shed, storage bins, gazebo, skateboard ramp, stable, barn or kennel shall be moved onto or constructed upon any Lot within the Subdivision without specific approval of the Review Board.

5.14 Antennas/Satellite Dishes. External antennas or satellite dishes and solar panels of any type or for any purpose may be installed and maintained on a Lot in the Subdivision only with the prior written approval of the Review Board. In no event may any antenna or satellite dish be larger than three (3) feet in diameter or visible from the street in front of the dwelling unit.

5.15 Signs. No sign of any kind shall be displayed to the public view except as follows:

(a) A sign placed on a Lot by a Lot Owner or the real estate agent of the Lot Owner advertising the property for sale. No such sign shall exceed 6 square feet in size.

(b) A sign erected on a Lot by a building/contractor of a dwelling unit in the Subdivision during the time the dwelling unit is under construction. No such sign shall exceed 6 square feet in size.

(c) A sign placed on a Lot by a builder advertising a dwelling unit as a "model home". No such sign shall exceed 24 square feet in size.

5.16 Motorized Vehicles. Only four-wheel passenger vehicles may be parked on a Lot outside of a garage in the Subdivision. No lawn or farm equipment, recreational vehicle, trailer, boat, boat trailer or similar vehicle or equipment shall be parked or stored on any Lot other than in a garage. No commercial vehicles, including semi-trailer tractors, dump trucks, delivery trucks, and similar vehicles, irrespective of ownership, may be parked or stored on a Lot other than temporarily for the delivery of materials or merchandise, and other than during temporary periods of construction or remodeling upon the Lot. Motorcycles, snowmobiles, trail bikes, dune buggies, off-street

motorized vehicles and recreation vehicles of any kind shall not be operated on any Lot, outlot, common area or any other area within the Subdivision.

5.17 Animals. No animals, livestock, poultry or pigs of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept in a manner that will not disturb the quality of life and the environment of the Subdivision.

5.18 Nuisances. No noxious or offensive odor, activities or conditions shall be created, conducted or permitted to exist in, on or about any dwelling or Lot, which may be, or may become, an annoyance or nuisance to the neighborhood or which may cause any noise which disturbs or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

5.19 Drain Tiles. The Lot Owner is advised that buried drain tiles are typically found in many former farm fields throughout Southeastern Wisconsin, including the Subdivision. If drain tile is encountered and damaged during construction on the Lot, it is the responsibility of the Lot Owner to repair or otherwise remedy the damage to the drain tile or to prevent damage that could be caused by the broken drain tile. Developer shall have no liability or responsibility for any damage caused by or to drain tile on the Lot. The Lot Owner assumes all such responsibility.

ARTICLE 6. TERM AND AMENDMENT.

6.1 Term. These Protective Covenants shall be in full force and effect for a period of thirty (30) years from the date these Protective Covenants are recorded, after which time these Protective Covenants shall automatically be extended for successive periods of ten (10) years each; provided, however, that an instrument terminating these Protective Covenants, if signed by Lot Owners possessing 75% of the votes available in the Association, shall be effective as of the end of the original term or ten (10) year extension within which it is recorded.

6.2 Amendment. These Protective Covenants may be amended at any time by the signature and recording of an amendment to these Protective Covenants by Lot Owners possessing 75% of the votes available in the Subdivision; provided, however, as long as the Developer owns a Lot, no amendment shall be effective unless such amendment is approved in writing by the Developer. In addition, notwithstanding anything to the contrary in this Section 6.2, until the initial

conveyance of all Lots in the Subdivision, Developer alone may amend the Protective Covenants for purposes of clarification, correction of errors and omissions and to otherwise implement the intent of the Protective Covenants. An amendment shall take effect upon the date of the recording thereof.

ARTICLE 7. EASEMENTS.

7.1 Wetland Buffer Restrictions. See the Hill Park Final plat for these restrictions.

7.2 Utility Easements. Developer hereby declares, creates and reserves easements over each Lot in the Subdivision for purposes of underground installation and maintenance of electric, gas, telephone, cable television lines, and such other utilities or lines and equipment as may be necessary or desirable to service Lots within the Subdivision (“Utility Easements”). The Public Utility Easements are shown on the Plat or on separate easement instruments recorded in the Office of 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 or reserved on the recorded plat for the Subdivision or on a separate easement document.

7.3 Drainage and/or Drain Tile Easements. Developer hereby declares, creates and reserves various easements over several Lots identified on the Plat and a separate recorded easement grant for purposes of aiding storm water runoff and drainage. The easements are shown on the Plat and in a recorded easement grant. No grading structures, driveways, trees, shrubs or other plantings besides grass shall be permitted on the Drainage Easements. Each Lot Owner shall be responsible for maintaining the Drainage Easements on their individual Lot. Maintenance shall include mowing the surface area on a regular basis to maintain a manicured look with a grass height of no more than four (4) to six (6) inches. The owner of Lot 3 shall be responsible for the proper function, maintenance and repair of the infiltration swale located on Lot 3. In addition, the following restrictions and regulations shall apply to the Drainage Easements on the Outlots:

- (a) The City of Brookfield and the Association are authorized to access the foregoing easements to conduct inspections of stormwater practices as necessary to

ascertain that the practices are being maintained and operated in accordance with the approved stormwater management plan.

- (b) The Association may provide maintenance of each stormwater management measure as necessary, including but not limited to, removal of debris, maintenance of vegetative area, maintenance of structural stormwater management measures and sediment removal. If Association incurs any expense as a result of a Lot Owner failing to comply with the terms of this Section 7.3, then the Association shall assess such costs to said Lot Owner.
- (c) The City of Brookfield and the Association are authorized to perform the corrective actions if a Lot Owner does not make the required corrections within a reasonable time period. In the event the City of Brookfield performs the corrective action, the costs and expenses for such corrections shall be entered on the tax roll as a special assessment or special charge against all Lots in the Subdivision on a pro rata basis and collected with any other taxes levied thereon for the year in which the work is completed. The Association may then bring action against the individual Lot Owner who failed to take corrective actions to recoup the costs incurred by the other Lot Owners.

7.4 Recreational or Other Easements. Developer 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) an Outlot controlled or owned by the Association or Lot Owners in common with one another or (b) Common Areas as may be required for or by any type of utility services, including but not limited to, cable television or master antenna service, which easements may be granted by or to the Association or its nominee as 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 the Common Areas or an Outlot for ingress and egress to or from the Common Areas or an Outlot or for recreational purposes across the Common areas provided such proposed use would not have a material adverse impact on the Common Areas or an applicable Outlot.

7.5 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 eight (8) inches. If the Lot Owner fails to trim the weeds and grass as required, the Lot Owner hereby authorizes and consents to the Association trimming the weeds and grass and charging the Lot Owner the reasonable charge for such service. Developer hereby declares, creates and reserves a vacant lot maintenance easement to the City granting the City the right (but not the obligation) to enter upon any vacant Lot in the Subdivision in order to inspect, repair or restore any part of the Lot the City deems necessary so that the Lot is in compliance with all applicable provisions of the City of Brookfield Municipal Code. 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 actual costs, including professional fees and all other fees as may be reimbursed pursuant to the applicable section of the Municipal Code, incurred by the City of Brookfield in exercising its 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 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 special assessment or a special charge by the City of Brookfield.

ARTICLE 8. ASSOCIATION OF LOT OWNERS.

8.1 Homeowners' Association. The Developer has created a non-profit Wisconsin corporation known as Hill Park Owners Association, Inc., referred to herein as the "Association," which corporation was formed for the purpose of maintaining any Subdivision entrance signs and landscaping and any other real estate for which the Association is responsible together with any other amenity that may be provided by the Developer or the Association from time to time. The Association shall assess the pro rata share of the costs of such maintenance and other expenses of operation of the Association against the individual Lot Owners, in accordance with terms set forth in the Articles of Incorporation and Bylaws of the Association.

8.2 Membership and Voting. Each Lot Owner, whether one or more, shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association,

regardless of the number of owners of the Lot (if more than one (1) the vote of a majority of the Lot Owners shall represent the vote of such Lot). Person(s) owning more than one (1) Lot shall have one (1) vote for each such Lot owned. Membership in the Association by a Lot Owner shall terminate at such time as such Owner sells or otherwise conveys or transfers such Lot.

8.3 Directors and Officers of the Association. The Developer shall have the right to appoint an initial board of up to three (3) directors of the Association, which directors shall serve as provided in the By-Laws. After the Developer has sold the final Lot in the Subdivision, subsequent directors will be elected or appointed as provided in the By-Laws of the Association. The officers of the Association will be elected annually by the Board of Directors.

8.4 Operating Budget. Commencing with the calendar year 2019 and for each year thereafter, the Association shall prepare and adopt an operating budget covering the period January 1st through December 31st of such year. The budget shall be prepared and adopted by the Board of Directors before the beginning of the subsequent year, and shall be mailed to each Lot Owner as soon as reasonably possible prior to the annual meeting of the Association. In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, as contained in the annual budget, for the purposes of payment of costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment for taxes on any Association property such as outlots, maintenance, repair, replacement and additions to subdivisions entrance monuments, landscaping, and storm water management areas and the cost of materials, management and supervision. Any payment of assessment which is not paid within thirty (30) days from the date of assessment shall be assessed a late fee of \$100. A Lot may be subject to lien for any unpaid assessments, but additionally each Lot Owner is personally obligated for assessments coming due during the time such Lot Owner owns the Lot

8.5 Tax Foreclosure. In the event Waukesha County or the City of Brookfield, acquires title to any Lot in the Subdivision through the foreclosure of a lien for delinquent taxes, the Association assessments pertaining to such Lot shall not be charged to Waukesha County or the City of Brookfield, but shall be paid by all remaining Lot Owners through increased assessments by the Association.

ARTICLE 9. MISCELLANEOUS

9.1 Disclaimer. Although the Developer is implementing these Protective Covenants with the intentions set forth above, the Developer makes no assurances, representations or guaranty that the stated intentions of these Protective Covenants shall be achieved, or as to the ultimate value of Lots in Hill Park or as to any stability or increase in value as a result of the imposition of these Protective Covenants.

9.2 No Reversion of Title. No violation or breach of any covenant, condition, restriction or other term of these Protective Covenants shall cause a Lot Owner to lose title to a Lot.

9.3 Enforcement. Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of these Protective Covenants, either to restrain violation or to recover damages, or both. Any such action may be brought by the Association, any Lot Owner possessing a vote in the Association, the Developer or the City of Brookfield. Enforcement of rules and regulations of the Association may also be accomplished pursuant to terms of the Association By-Laws. The City of Brookfield shall have no obligation to enforce all or any portion of these Protective Covenants.

9.4 Severability. Invalidation of any of the provisions of these Protective Covenants by judgment or court order shall in no way affect any other provisions herein, which other provisions shall remain in full force and effect.

9.5 Binding Effect. These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the Developer, all Lot Owners and their heirs, successors, and assigns, and any party hereafter having any interest in any of the Lots in the Subdivision, for the full term of these Protective Covenants.

9.6 Applicable Laws. The Lot Owners are advised that they are subject to all rules, codes, regulations and ordinances of the City of Brookfield the County of Waukesha, the State of Wisconsin and the federal government and the same may be more restrictive than these Protective Covenants. In the event there is a conflict between the requirements of these restrictions and any provision of any City, County, State or federal law or regulation, the more restrictive shall apply.

EXHIBIT A

Legal Description

Hill Park Subdivision

HILL PARK, being a part of the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 9, Township 7 North, Range 20 East, in the City of Brookfield, County of Waukesha, State of Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of said Southwest 1/4, said corner also being the POINT OF BEGINNING;

Thence S 89°51'07"W, along the South line of said Southwest 1/4, a distance of 1,202.17 feet;

Thence N 01°41'35"W, a distance of 198.35 feet;

Thence S 88°18'25"W, a distance of 173.08 feet to the East line of Parcel 1 of Certified Survey Map No. 6474;

Thence N 01°41'35"W, along said East line, a distance of 309.13 feet to the South line of Certified Survey Map No. 6474;

Thence N 89°39'07"E, along said South line, a distance of 432.66 feet;

Thence S 01°44'10"E, along said South line, a distance of 4.25 feet;

Thence N 89°57'57"E, along said South line, a distance of 940.98 feet to the East line of said Southwest 1/4;

Thence S 01°53'11"E, along said East line, a distance of 498.26 feet to the Southeast corner of said Southwest 1/4 and the POINT OF BEGINNING.

Containing 653,797 square feet or 15.0091 acres, more or less.