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**DECLARATION OF
RESTRICTIONS FOR BELLA
VISTA ESTATES**

Document Number

Document Title

Recording Area

Name and Return Address:

Johanssen Farms, LLC
Attn: Wade Balson
N51 W23563 Lisbon Road
Sussex, WI 53089

PIN: See Exhibit A

**DECLARATION OF RESTRICTIONS FOR
BELLA VISTA ESTATES**

DECLARATION OF RESTRICTIONS FOR BELLA VISTA ESTATES

This Declaration of Restrictions for Bella Vista Estates ("Declaration") is made as of the 15 day of March 2024, by Johanssen Farms, LLC, a Wisconsin limited liability company (the "Developer").

WHEREAS, Developer is the owner of the property commonly known as the Bella Vista Estates Subdivision located in the Village of Menomonee Falls, Waukesha County, Wisconsin, as more particularly described on the attached Exhibit A-1 ("Property"); and

WHEREAS, Developer desires to subject the residential lots in Phase 2 and Phase 3 of the Subdivision, as hereinafter defined, as platted by that certain plat of Phase 2 Bella Vista Estates recorded on MARCH 26, 2024 in the Waukesha County Register of Deeds office as Document Number 4759704, ("Plat"), a copy of which is attached hereto as Exhibit A-2, to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the Property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the Property, shall be held, sold, conveyed, transferred, used, and improved only subject to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration shall become effective immediately upon the recording hereof with respect to the Property.

The terms "Bella Vista Estates", "Bella Vista Estates Development" and "Subdivision", as used in this Declaration, may be used interchangeably with one another and with Property throughout this Declaration to refer to the Property located within Phase 2 and Phase 3 of the Subdivision as depicted on Exhibit A.

The term "Lot" as used in this Declaration is hereby defined as each separate single-family buildable parcel of real estate existing now or in the future on the Property which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration.

The term "Common Area" is hereby defined as the asphalt trail on Outlot 6, as shown on the Plat, and Outlots 1, 3, 4, 6 and 7, as defined herein, and any boulevard, detention or retention area, or any area within the Subdivision which is not a Lot, a dedicated street, or other dedicated area for which the Village of Menomonee Falls ("Village") has assumed responsibility for maintenance. Each owner of a Lot ("Lot Owner") shall have an equal undivided ownership interest in the Common Areas and each conveyance of a Lot in the Subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. The Owners' Association, as hereinafter defined, shall be responsible for the repair and maintenance of all Common Areas and any monument or common hardscape and landscape amenity that is installed in a public right of way and all maintenance and repair costs and expenses shall be considered a Common Expense, as defined herein. Outlot 5, as shown on the Plat, shall remain the property of the Developer.

2. GENERAL PURPOSE

The general purpose of this Declaration is to assure the Subdivision will become and remain an attractive, high quality residential community and to that end (i) to preserve and maintain the natural beauty and ensure the best use and the most appropriate development and improvement of building sites within the Property; (ii) to protect Lot Owners against such use of surrounding Lots as may detract from the residential value of their Lot; (iii) to guard against and prevent the erection of poorly designed or proportioned structures on any part of the Property; (iv) to obtain harmonious use of materials and color schemes in improvements; (v) to insure the highest and best residential quality of the Property; (vi) to encourage and secure the improvements of the Property with attractive homes with appropriate locations thereof on the Lots; (vii) to secure and maintain proper spatial relationships of structures to other structures and Lot lines; and (viii) generally to insure the highest and best residential development of the Property.

3. INTERPRETATION

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

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee" or "ACC") for the Subdivision is hereby established. The Committee shall consist of not less than three (3) members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to Sections 4 and 5 of this Declaration. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at Developer's sole discretion, as long as Developer owns any Lot within the Subdivision; thereafter, the Committee shall consist of members of the Board of Directors of the Owners' Association, as defined and established as hereinafter set forth. Committee members shall be subject to removal, replacement and/or appointment as follows: (i) by majority vote of the Committee members in attendance at a Committee meeting called by one (1) or more Committee members for that purpose; and/or (ii) by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by one (1) or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than ten (10) days prior written notice to at least one (1) Lot Owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known Lot Owner and address as shown on the Tax Roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed, or altered on any Lot in the Subdivision without the prior written approval of the Committee. For any undertaking requiring approval of the Committee, three (3) sets of plans (including building construction plans with roof, siding, brick, stone, stucco and trim colors, site plans, and grading plans where necessary) shall be submitted by a Lot Owner to the Committee via personal delivery to a Committee member or via email to Wadeb@halquiststone.com. Upon receipt and acknowledgment by the Committee of

the plans, the Committee shall hold a meeting within fifteen (15) days to consider the plans. Action by the Committee shall be by a majority vote of the Committee members. The Committee, with the written consent of at least two (2) of its members may act without a meeting. The Committee may, in its sole discretion, approve, disapprove, or approve subject to stated conditions, the plans.

In review of the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the Subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning said Lots. The Committee shall not be liable for actions taken or decisions made in good faith.

If the plans are approved, two (2) sets of the approved plans shall be signed, dated, and returned by the Committee to the Lot Owner as evidence of such approval. Any changes or revisions required by the Committee shall first be made to the plans by the Lot Owner before approval is given. Once the Committee's approval has been given, the plans shall be strictly adhered to by the Lot Owner unless subsequent changes are approved by the Committee. Landscaping plans shall be created by a professional designer and submitted prior to any work being started.

In addition to the requirements of this Declaration, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event the Committee approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for approval.

6. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single-family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect, or equally qualified individual or firm.

It is specifically intended by this section that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Committee may evaluate and approve the use of a particular architectural style of home on any Lot in the Subdivision. In making that evaluation the Committee may consider the proposed residence in relation to existing homes or previously approved (conceptual or final) homes that will be in close visual proximity to the proposed residence.

Forty percent (40%) of the front of the residences on any Lot shall be a masonry natural stone product purchased from Halquist Stone Company, Inc. ("Halquist Stone"), and must terminate at an inside corner or have an acceptable terminating point, as determined solely by the Committee. The Committee, in its sole discretion, may require more or less than forty percent (40%) masonry natural stone products on the front of the residences on any Lot if architectural style dictates. The other sides of the home's exterior siding shall consist of vinyl siding, LP siding, cement board siding,

natural stone, cultured stone, brick or stone, Dryvit, stucco and/or stucco panels. Additional natural stone may be required on other elevations of the home, at the sole discretion of the Committee. Notwithstanding anything contained herein to the contrary, no aluminum siding will be allowed. Further, the Committee, in its sole discretion, shall have the right to permit or prohibit the use of cedar, 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. Aluminum or vinyl soffits and fascia may be allowed. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Any exposure over eight (8) inches, below the first floor, must be covered by brick and/or stone, Dryvit, stucco or cultured brick or stone, stucco panels, or siding. The roofing of all dwellings shall consist of dimensional asphalt shingles. The Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as tile, cement, metal or cedar) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the Subdivision. Further, the Committee may, in its sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper for accent areas only. The main portion of the roof shall have a minimum pitch of 8/12 for a two-story and 10/12 for a ranch style home. A lesser pitch over other areas, such as porches, breezeways, and bays, may be permitted or denied at the sole discretion of the Committee. Lesser pitch roofs also can be approved by the ACC in its sole discretion if the architectural style of the home warrant such a pitch.

All homes shall include an address stone purchased from Halquist Stone ("Address Stone(s)"). Address Stones shall be seventeen (17) inches long and sixteen (16) inches tall and shall:

1. Include the Subdivision logo centered at the top of the Address Stone;
2. Be chamfered on all four (4) sides;
3. Be manufactured using Grey Bedford stone;
4. Be manufactured with black painted Century Bold font; and
5. Include the street address.

The location of the Address Stone shall be included on the plans submitted to the Committee. No builder logos shall be included on the Address Stone.

All homes shall include an attached garage with a minimum of five hundred fifty (550) square feet. The Committee, in its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than three (3) cars. No detached garages, storage sheds, outhouses, pole barns, and/or other similar structures shall be permitted on any Lot.

Other types of outbuildings, such as pool equipment shed and/or changing room facilities may be allowed, providing they are approved, as to design, location, and landscaping, by the Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. All Lot Owners are further advised that outbuilding construction is subject to applicable zoning ordinances and may be prohibited or restricted unless a variance or conditional use permit is obtained from the Village.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in the Subdivision shall have a minimum square footage of living space as follows:

1. One-story houses shall have a minimum square footage of living space of not less than two thousand (2,000) square feet.

2. One and one-half story houses shall have a minimum square footage of living space of not less than two thousand two hundred (2,200) square feet total. The first floor square footage not less than one thousand four hundred (1,400).
3. Two-story houses shall have a minimum square footage of living space of not less than two thousand four hundred (2,400) square feet total. The first floor square footage not less than one thousand four hundred (1,400).

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, and similar additions) of the exterior walls of above grade, finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction and shall not consider or include unfinished areas or future additions.

The Committee, in its sole discretion, may grant approval for any house on any Lot with square footage up to five percent (5%) less than the minimum required above, provided; however, in no event shall any house be constructed on any Lot with square footage below the minimum standard of the Village.

8. COMMENCEMENT AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any Lot, the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Committee. All access to and from the Lot by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the Property.

Any exterior construction commenced shall be completed within a one- (1) year period and shall be ready for occupancy within that period. Also, within six (6) months of occupancy or within one and one-half (1 1/2) years of the commencement of construction, whichever date shall be shorter, the Lot Owner shall landscape any area disturbed by construction and shall complete all landscaping in accordance with the plans and specifications approved by the Committee.

During construction, the Lot Owner shall ensure the contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets, and that all access to the Lot is through the approved driveway, and by no other means or way. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site. Erosion control including the stabilization of each lot with permanent grass must comply with the Village Erosion Control Ordinance.

9. TREES AND LANDSCAPING

The Lot Owner is required to purchase and install street trees per the approved Village Landscape Plan attached as Exhibit B ("Village Landscape Plan"). All trees shall be installed at the front of each Lot five (5) feet from the Lot line following the road right-of-way. Tree locations may be

adjusted based on location of the Lot's driveway. All trees must be a minimum of four (4) inches caliper at a height of four (4) feet from the ground, with species per the Village Landscape Plan and approved by the Committee. The Lot Owner is responsible for protecting and maintaining said trees, including watering, mulching, and fertilizing as needed. The Lot Owner shall promptly replace any dead or dying tree, shall plant a new tree in accordance with the Village Landscape Plan, and shall protect and maintain the same. In the event the Lot Owner fails to properly protect and maintain said trees and the trees die, the Developer and/or Owners' Association may, within fifteen (15) days after date of mailing of written notice to the Lot Owner, replace any dead or dying tree and the cost of such replacement shall be a Special Assessment against the Lot Owner. In the event the location of any such tree interferes with the Lot Owner's driveway location, the Lot Owner shall be responsible for moving such tree at the Lot Owner's expense.

The Owners' Association shall also be responsible for the care, maintenance, repair, and replacement of any trees or shrubs planted on the cul-de-sacs or Outlots as further described in Section 35.

No live or dead trees, brush, or vegetation within the Conservation Easement Area, as defined below, shall be removed, trimmed, or altered in any way, except as set forth in Section 10. No existing live tree outside the Conservation Easement Area, with a diameter of eight (8) inches or more and/or a height of four (4) feet above ground shall be cut down, destroyed, mutilated, moved, or disfigured without the prior written approval of the Committee. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the Committee. Existing live trees with a diameter of eight (8) inches or more and/or a height of four (4) feet above the ground shall be considered by the Committee in granting approval for the location of the house, driveway, and any and all other structures on any Lot. The provisions of this Section do not apply to any tree located more than two hundred fifty (250) feet from the nearest common Lot line with any other Lot in the Subdivision.

10. CONSERVATION EASEMENT

A conservation easement ("Conservation Easement") located on Lot 20, Lots 1 through 16 and Lots 50 through 59 of the Subdivision, as more particularly described and depicted on Exhibit C ("Conservation Easement Area"), shall be subject to further restrictions as follows:

1. Grading, filling, removal of topsoil or other earthen materials is prohibited within the Conservation Easement Area, unless specifically authorized by the Village Board of Directors ("Village Board") and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, including but not limited to trees, shrubs, grasses, etc., is prohibited within the Conservation Easement Area, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the Lot Owner and with prior written approval from the Village Board, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Village Board, the Waukesha County Department of Parks and Land Use- Planning and Zoning Division, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Conservation Easement Area and only with approval from the Village Board, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.

3. Grazing by domesticated animals, i.e., goats, horses, cows, etc., is prohibited within the Conservation Easement Area.
4. The introduction of plant material not indigenous to the existing environment of the Conservation Easement Area is prohibited within the Conservation Easement Area.
5. The construction of buildings is prohibited within the Conservation Easement Area.

11. BUILDING SETBACKS

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well-integrated to the overall site surroundings as well as the specific Lot.

All Lot setbacks shall be approved in writing by the Committee. The minimum setbacks for a single-family residence (except Lot 1 and Lot 17) shall be:

1. Twenty-Five (25) feet from any abutting street right-of-way.
2. Twelve and a half (12.5) feet from any side yard.
3. Twenty-Five (25) feet from any rear yard.

The minimum setbacks for Lot 1 and Lot 17 shall be:

1. Forty (40) feet from any abutting street right-of-way.
2. Fifteen (15) feet from any side yard.
3. Thirty (30) feet from any rear yard.

If any Lot Owner desires to rotate its proposed single-family residence to face toward the corner of a Lot, the Committee reserves the right to determine the street yard setbacks that the Developer believes to be most beneficial to the overall appearance of the Subdivision.

The site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Committee. Further, the Committee, in its sole discretion, may alter the offsets to the minimum allowed by the Village if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require. Other zoning restrictions may apply.

12. DRIVEWAYS

The Lot Owner shall, within six (6) months of the date of issuance of an occupancy permit of a residence on a Lot, install a hard surfaced concrete, brick, or stone paver driveway. If an occupancy permit is issued in the months of November, December, January, February, or March, the driveway shall be completed by twelve (12) months following issuance of the occupancy permit. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

13. HEIGHT OF GRADE AND BUILDING PADS

No Lot Owner, nor any person or persons claiming under the Lot Owner, shall or will at any time alter the grade of any Lot or Outlot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan ("Master Grading Plan"), and any amendments thereto, approved by the Village Engineer ("Village Engineer") on file in the office of the Village Clerk ("Village Clerk"), unless and until the Lot Owner first obtains the written approval of the Committee and the Village for such grade alterations. The Committee and/or the Village and/or

their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the Lot Owner is responsible for cost of the same.

In order to obtain this approval, the Lot Owner must, at the Lot Owner's expense, prepare a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent Lot Owner as regards drainage or their viewing of unreasonable slope treatment.

Subdivision grading has been performed with the intention that home construction on each Lot exist within a building pad area as shown on the Master Grading Plan. Construction of the home and/or other improvements beyond the limits of such building pad area may result in an increased risk of encountering adverse subsoil conditions.

14. NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or Outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. OUTDOOR STORAGE

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck (excluding pickup trucks for personal use), or trailer of any kind may be parked or stored on any Lot outside of a building for any time period in excess of twenty-four (24) hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to, snowmobiles, trail bikes, travel trailers and campers, motor homes, and off-road vehicles of any kind.

16. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by said Lot Owner.

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats, and/or other customary household pets shall be permitted provided they are not raised, bred, and/or kept for commercial purposes.

18. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one (1) sign not more than two (2) square feet in size identifying the property of the Lot Owner, one (1) sign not more than six (6) square feet in size advertising the Lot for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial Lot sales in the Subdivision, or one (1) or more Subdivision entrance signs erected by the Developer and/or by

the Owners' Association. A larger model home sign, not to exceed twelve (12) square feet may be allowed with Committee prior written approval.

19. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a Lot, the Lot Owner shall also maintain the lawn and yard area in front of the Lot from the property line ("Front Lot Line") to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Owners' Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the Common Areas together with the area between the Front Lot Line and the road, throughout the Subdivision, and to charge the cost thereof as a Common Expense, as defined herein.

20. ANTENNAE

No exterior antennae, other than one (1) dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot.

With respect to dish antennas not exceeding thirty (30) inches in diameter, the antennas shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

21. FENCES

It is the intention to preserve the open natural feeling of the Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any Lot line. Regarding swimming pools, only fencing surrounding the pool, pool deck and patio which is required to meet governmental regulations shall be permitted with prior approval from the Committee.

22. ELECTRIC LAMPOST & MAILBOX

Each Lot shall have an installed uniform mailbox on a uniform post. The design and specifications of the mailbox and post, including size, style, color, and materials, and installed location shall be such as is determined by the Committee, so that all mailboxes and posts have a uniform appearance throughout the Subdivision.

The Owners' Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes and posts, and to charge the cost thereof as a Common Expense. To the extent not assumed by the Owners' Association, the Lot Owners shall be responsible for maintaining the mailbox and post on their Lot in first class condition at all times.

Each Lot shall have a uniform outdoor electric lamppost. The design and specifications of the lamppost, including size, style, color, and materials, shall be such as is determined by the Committee, so that all lampposts have a uniform appearance throughout the Subdivision.

Purchasers of Lots from the Developer shall purchase the lamppost from the Developer at the time of closing at a cost of One Thousand Six Hundred and No/100 Dollars (\$1,600.00). The Owners' Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing lampposts, and to charge the cost thereof as a Common Expense. To the extent not assumed by the Owners' Association, the Lot Owner shall be responsible for maintaining the lamppost in first class condition at all times. If the Lot Owner

fails to maintain the lamppost in proper operating order, maintenance of the lamppost may, fifteen (15) days after date of mailing of written notice to the Lot Owner, be performed by the Developer and/or the Owners' Association, and the cost of such maintenance shall be a Special Assessment against the Lot Owner.

Lampposts shall be installed at front of each Lot five (5) feet from the Lot line following the road right-of-way and five (5) feet from the side of the driveway of Lot. Lampposts shall be added to landscape plans and submitted to the Committee for approval of lamppost location.

23. SIDEWALKS

Certain Lots within the Subdivision have or will have sidewalks. Lot Owners with a sidewalk on their Lot shall be responsible for the care and maintenance of that portion of the sidewalk on their Lot within street rights-of-way adjacent to their Lot. This will include maintenance, such as snow and ice removal, and sweeping, as necessary. The Lot Owner, during periods of construction, will be responsible for the protection and replacement of the sidewalk as necessary. If necessary, Lot Owners will be required to repair and replace sidewalks as directed by the Village. The provisions in this Section 23, are in addition to, and not to be construed as a deletion, modification, or replacement of the language in Section 8, and/or other Sections of this Declaration.

24. EASEMENTS

The Developer at its sole discretion may grant easements to the public utilities that will service the Lots within the Subdivision.

All Lot Owners shall have the benefit of the monument signs located at the Subdivision entrance, as further defined in that certain Sign Easement Agreement dated March 15, 2024, by and between the Bella Vista Condominium Association, Inc. and the Association ("Sign Easement Agreement"). The Owners' Association will maintain, repair, and replace the hardscaping, landscaping, and monument as appropriate and the cost thereof shall be a Common Expense.

All easements and rights described herein, including without limitation, the easements across the Common Areas and the Sign Easement Agreement, are easements appurtenant to, shall run with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in any Lot within the Subdivision.

25. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the prior written approval of the Committee, if they meet Village and Waukesha County ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted only if they are permanent. If placed on a concrete slab, the concrete slab requires Committee approval as well. Portable pools, hot tubs, and spas are not permitted.

26. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all rules, codes, regulations and ordinances of the Village, Waukesha County, the State of Wisconsin, and the Federal Government, and the same may be more restrictive than the restrictions as set forth herein. In the event there is a conflict between the requirements of this Declaration and any provision of any Village, Waukesha County, State of

Wisconsin or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Committee to modify in any way, the rules, codes, regulations and ordinances of the Village, Waukesha County, the State of Wisconsin and/or the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the Plat, the Developer's Agreement, as defined herein, and/or any approval obtained in conjunction with the development of the Subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owners' Association and/or any other Lot Owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body and shall not apply to any general requirement that the Developer establish Subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

27. SUBDIVIDER'S AGREEMENT

A Developer's Agreement ("Developer Agreement") has been entered into by and between the Developer and the Village, a copy of which is on file in the office of the Village Clerk.

28. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified, or amended solely by the Developer or assigns as long as the Developer or assigns owns any Lot in the Subdivision. Thereafter, any modification to this Declaration setting forth said change, must be executed by the owners of at least sixty percent (60%) of the Lots in the Subdivision. Notwithstanding the foregoing, annulments, waivers, changes, modifications, or amendments, are an amendment to the Subdivision PRD zoning and must be approved by the Village Board or, if so, delegated by the Village Board, the appropriate Village personnel, or committee. Further, no amendment shall become effective unless and until same is duly recorded in the Office of the Register of Deeds for Waukesha County. In the event there is more than one (1) owner of any Lot in the Subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Waukesha County, prior to the date of execution of such amendment by any other Lot Owner, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this Section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration, which is expressly permitted by any provision of this Declaration to be made by Developer alone.

In no event shall Section 10 be amended without the express written approval of the Village Board and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers.

29. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one (1) or more successor developers.

30. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owners' Association, and/or by any Lot Owner in the Subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owners' Association, and/or by any Lot Owner in the Subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Owners' Association undertake any enforcement action.

31. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33(6), Wis. Stats., but including any future amendments, modifications or re-numbering of that section).

32. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

33. OWNERS' ASSOCIATION

An association of Lot Owners ("Owners' Association") shall be created by the Developer for the purpose of managing the affairs of the Subdivision, and for the purpose of managing, controlling, and maintaining Common Areas, common improvements, and common easements. Said Owners' Association shall be established as follows:

The Owners' Association shall be known as the Bella Vista Estates Homeowners' Association, Inc. and shall be incorporated as a nonstock corporation under Chapter 181 of the Wisconsin Statutes. Each Lot Owner shall be a member of the Owners' Association, and each Lot shall be entitled to one (1) vote at meetings of the Owners' Association. Membership shall pass with title to each Lot. The affairs of the Owners' Association shall be governed by the By-Laws to be enacted by the Developer as incorporator of the Owners' Association.

The Owners' Association shall be governed by a Board of Directors, consisting of not less than three (3) directors (each a "Director"), who shall act by majority vote of the Directors on all matters related to Common Area maintenance, collections, annual dues, billing, etc. The Board of Directors may take a full Subdivision vote on any item the Board of Directors feels is necessary in their sole discretion. So long as any Lot in the Subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the Directors such that the Directors appointed

by Developer constitute a majority. After the Developer no longer owns any Lot in the Subdivision, the Board of Directors shall be elected pursuant to the By-Laws of the Owners' Association.

Each Lot in the Subdivision shall be subject to assessment by the Owners' Association for an equal share of the Owners' Association's existing or anticipated expenses as set forth in Article 6 of the By-Laws, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Waukesha County and/or the Village, the personal obligation of the Lot Owners, until paid. In the event Waukesha County and/or the Village become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of Waukesha County or the Village with respect to fees or assessments imposed by this Declaration. Further, in the event Waukesha County and/or the Village become the owners of any Lot through the tax delinquency process, neither Waukesha County nor the Village shall have any personal obligation for the payment of Association assessments.

"Special Assessments" may be made and levied by the Owners' Association against a particular Lot Owner and/or their Lot (without levying against other Lots) for:

1. Costs and expenses (anticipated or incurred) for repair of damage to Common Areas and/or Outlot 5 caused by or at the direction of the Lot Owner or the family or guests of the Lot Owner;
2. Costs and expenses incurred by the Owners' Association for maintenance of a Lot due to the failure of a Lot Owner to maintain their Lot;
3. Costs, expenses, and actual attorneys' fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the Lot Owner; interest due on general or Special Assessments; and
4. All other costs and expenses anticipated or incurred by the Owners' Association which are subject to Special Assessments as provided under this Declaration; and costs, expenses and actual attorneys' fees incurred in or in anticipation of, any suit, action or proceeding brought against the Owners' Association.

"General Assessments" may be made and levied by the Association equally against each Lot Owner and/or their Lot for the following "Common Expenses" which may be anticipated, incurred, or paid by the Owners' Association for:

1. Maintenance, repairs, upkeep, or operation of Common Areas, Outlots, and any additional Common Areas that may be acquired by the Owners' Association;
2. Any insurance maintained by the Owners' Association;
3. Taxes, assessments, and charges of any kind made or levied by any governmental authority against the Owners' Association or upon any property of the Owners' Association;
4. All costs and expenses for the operation and administration of the Owners' Association, including legal, accounting, management fees, bonding, insurance, and other costs incident to the exercise of any of its powers or obligations;
5. Costs and expenses for additional improvements to Common Areas beyond those installed by Developer and approved by the Owners' Association;
6. All items subject to Special Assessment which have not been collected from a Lot Owner at the time such payments are due; provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement, or credit on future General Assessments, as the Committee may determine, for payments made under this Section;

7. All damages, costs, expenses, and attorneys' fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by Special Assessment;
8. Costs and expenses of service, if any, made available to all Lots and/or for any Common Area; and
9. All other costs and expenses declared to be Common Expenses under this Declaration.

The General Assessments for all Common Expenses shall be levied equally against each Lot, except any Lots owned by the Developer shall not be liable for General Assessments.

In addition, to the extent the Subdivision is subject to licenses, easements, shared-used agreements, deed restrictions, restrictive covenants or recorded documents for access, utilities and other common services (including but not limited to rights and obligations as set forth in the Sign Easement Agreement), any obligation contained therein shall be performed by the Association and any costs and expenses shall be considered Common Expenses.

Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Owners' Association against such Lot Owner and/or their Lot, together with all costs, expenses and reasonable attorneys' fees incurred by the Owners' Association in collection of any delinquent assessment(s). All assessments shall become due as the Owners' Association may determine appropriate (in a lump sum or in installments with or without interest.) Time is of the essence with respect to all payments.

All co-owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate, or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

All General and Special Assessments which are not paid when due shall (i) bear a Twenty-Five and No/100 Dollars (\$25.00) per month penalty plus interest at eighteen percent (18%) per annum, or the maximum amount allowed by law if lower, until the assessment is paid in full; (ii) constitute a lien on the Lot; and (iii) be collectible and enforceable by the Owners' Association by suit against the Lot Owner, by foreclosure or the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin.

The lien granted hereunder shall also cover and include all interest accruing on the delinquent assessments, plus costs, expenses, and attorneys' fees for collection.

The Owners' Association shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Owners' Association. The Owners' Association shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Owners' Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclosure the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage.) The Owners' Association shall have the right at any time to notify all Lot Owners within the subdivision of the delinquency of any Lot Owners.

The General Assessment shall be set at Five Hundred and No/100 Dollars (\$500.00) per year, payable on or before June 1st of each calendar year. The amount of each General Assessment and payment due dates may be modified by a majority vote of the Board of Directors. The General Assessment shall be immediately due from a new Lot Owner upon conveyance of the Lot.

