

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR SANDHILL TRAILS
CEDARBURG, WISCONSIN**

THIS DECLARATION is hereby made this 28th day of March, 2018 by HBT of Sandhill Trails LLC, a Wisconsin limited liability company (hereinafter called the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration and as more specifically described in Exhibit B, and desires to subject said real property to the covenants, conditions, easements and restrictions hereinafter set forth, all of which are binding upon the real property described and each owner thereof and every other party having any interest therein, and such covenants, conditions, easements and restrictions shall inure to the benefit of and pass with said real property.

WHEREAS, Declarant reserves the right from time to time to amend this Declaration if at any time the Declarant is in control and management of the homeowners association and as allowed under Article VI, Section 3 of this Declaration.

NOW THEREFORE, Declarant hereby declares that the real property described in and referred to in Article I hereof is held, transferred, sold, conveyed, used and occupied subject to this Declaration.

1062372
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
03/30/2018 03:49 PM
REC FEE: 30.00
TRANS FEE:
PAGES: 64
EXEMPT #:
ELECTRONICALLY RECORDED

This instrument was drafted by and should be returned to:

Sandra J. DeLisle, Esq.
Zilber Ltd.
710 N. Plankinton Ave., Ste. 1200
Milwaukee, WI 53203

PIN # See Exhibit A attached

**ARTICLE I
PROPERTY SUBJECT TO AND BENEFITING FROM THIS DECLARATION**

The real property described on Exhibit B attached hereto and incorporated herein (hereinafter referred to as "Sandhill Trails") shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration.

**ARTICLE II
GENERAL PURPOSE OF THIS DECLARATION**

The Declarant desires to develop Sandhill Trails, a single-family residential subdivision. As provided herein, the Declarant desires and intends to establish a general plan to ensure adequate and reasonable development of Sandhill Trails for the use and enjoyment of property owners; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to manage, repair and replace the features of the outlots, including but not limited to the landscaping, storm water ponds and drainage ways; and in general to provide adequately for a type and quality of improvements to benefit all present and future Lot Owners (defined below) in Sandhill Trails.

This Declaration also establishes general and specific design controls to create and ensure an aesthetic harmony and compatibility within the streetscape and throughout the development of Sandhill Trails. It is necessary that each and every residence is held to design standards that are not only well defined but also standards that address the appropriate nature of the building's design style, massing, scale, window placement, materials and colors, so that the entire neighborhood is perceived as a cohesive, well planned community. Setting aesthetic goals assures and preserves the long term livability and desirability of the individual homes within Sandhill Trails. The Architectural Control Committee ("ACC") shall have sole discretion, using this Declaration as a guide, as to overall home design, landscape elements, compatibility of homes and landscape elements with the Sandhill Trails aesthetic and all other items under the approval authority of the ACC.

**ARTICLE III
GENERAL RESTRICTIONS AND DESIGN STANDARDS**

SECTION 1. LAND USE AND BUILDING TYPE. Sandhill Trails single-family residential lots (hereinafter referred to collectively as "Lots" or singularly as "Lot"; with the titleholder, whether one or more, of the Lot, referred to herein as "Lot Owner"), shall each be restricted to allow the erection of only one single-family residence and an attached garage which shall be of sufficient size to accommodate a minimum of two cars (hereinafter referred to as "Residence"). Such Residence shall be limited to one-

story, story and one-half, two-story, tri-level or split level. All Residences shall be erected in such a manner and location as approved by the ACC restrictions imposed by this Declaration and the zoning ordinances and building codes of the City of Cedarburg, Wisconsin.

SECTION 2. PHASING. Declarant is developing Sandhill Trails in one phase.

SECTION 3. DESIGN STANDARDS. The location, size and exterior design of each Residence, attached garage and detached structures shall conform to the guidelines set forth below, unless the Owner and/or Declarant present deviations or alternatives to these guidelines for consideration by the ACC and such deviations or alternatives receive approval in writing from the ACC. Such approved deviations or alternatives may require permit and approval from the City of Cedarburg.

RESIDENCE LOCATION/SETBACKS AND AREA/COVERAGE RATIOS.

- a. The minimum setback for a Residence from any abutting street right-of-way shall be twenty-five (25) feet.
- b. The minimum side setback for a Residence shall be eight (8) feet.
- c. The minimum rear setback for a Residence shall be twenty-five (25) feet from the rear lot line.
- d. The minimum setback for a Residence from a designated wetland shall be twenty-five (25) feet or as otherwise noted on the final plat, whichever is greater.
- e. The maximum Floor Area Ratio (FAR) is 36%. The FAR calculation is as follows:

$$(\text{Gross Floor Area} + \text{Garage Area} + \text{Accessory Structure Area}) + \text{Lot Area} = \text{Floor Area Ratio}$$
- f. The maximum Lot Coverage Percentage (LCP) is 30%. The LCP calculation is as follows:

$$(\text{First Floor Area} + \text{Garage Area} + \text{Accessory Structure Area}) + \text{Lot Area} = \text{Lot Coverage}$$

The above requirements as well as other requirements are also noted on the final plat of Sandhill Trails and within the City of Cedarburg Zoning Code under RS-3 Single Family Residential District and other related sections of the City of Cedarburg Zoning Codes.

DWELLING SIZE. The following minimum sizes for a Residence in Sandhill Trails shall be based solely on living area within the Residence. For the purpose of computing the square footage of living area within a Residence, the basement level, exposed basement area, garage, open and screened in

porches, patios and decks of a Residence shall not be included in the square footage. All Residences in Sandhill Trails shall have the following minimum living areas:

- a. A single-story Residence shall have a minimum of 1,800 square feet of living area.
- b. A story and one-half Residence shall have a minimum of 2,100 square feet of living area, with a minimum of 1,000 square feet of living area on the first floor of the Residence.
- c. A two-story Residence shall have a minimum of 2,100 square feet of living area on the first and second floors combined with a minimum of 1,000 square feet of living area on the first floor of the Residence.
- d. A split level or tri-level Residence shall have a minimum of 2,100 square feet of living area on the first and second floors combined with a minimum of 1,000 square feet of living area on the first floor of the Residence.

ROOF.

- a. All primary roof pitches shall have a minimum slope of eight (8) feet in height for each twelve (12) feet in length. Generally all roof pitches on a dwelling should be the same, but roof designs will be reviewed as they relate to the overall design of the dwelling.
- b. All exposed roofing materials are to be wood shakes, wood shingles, or a dimensional "shake-like" fiberglass shingles with a thirty (30) year minimum warranty rating.
- c. Solar panels on roof shall only be considered if included in the construction drawings and approved by the ACC.
- d. Metal roofing shall only be allowed for architectural accent purposes only. Metal roofing may not be the majority of the roofing material of the home.

SIDING.

- a. Siding materials shall consist of brick veneer, stone, wood or other natural materials. Cement composite sidings, simulated stone and wood composite materials, such as L.P. Smart Siding, are acceptable provided they are of high quality, provide "natural" texturing and coloration, and are approved by the ACC. If installed siding materials are installed with butting ends, the ends may be left with a gap per the manufacturer's specifications, caulked under the manufacturer's recommendations or filled with the manufacturer's accessory siding components. Aluminum, vinyl, and steel siding will not be permitted. Any exposed basement or foundation wall must be covered with masonry veneer, stucco or siding material used on the remainder of the house.

Masonry shall terminate at an inside corner. If masonry is carried to an outside corner of the front or street elevation of the home or garage, the masonry must be carried around the corner a minimum length of twenty-four (24) inches or a distance appropriate for the home's design, appropriately finished, at the same height.

SOFFITS.

- a. Soffit materials may be of cement composite panels, wood composite, plywood or wood. Vinyl, steel and aluminum soffit materials are prohibited. Cement or wood composite materials must be of high quality and provide "natural" texturing and/or texturing similar to the other siding products utilized on a majority of the exterior of the home.

FASCIA.

- a. Fascia materials may be of cement composite panels, wood composite, plywood or wood. Cement or wood composite materials must be of high quality and provide "natural" texturing and/or texturing similar to the other siding products utilized on a majority of the exterior of the home. Vinyl, aluminum and steel fascia are prohibited.

BUILDING TRIM.

- a. Building trim materials may be cement composite, wood composite or wood. Cement or wood composite materials must be of high quality and provide "natural" texturing and/or texturing similar to the other siding products utilized on a majority of the exterior of the home. Vinyl, aluminum and steel trim materials are prohibited.

WINDOWS AND DOORS.

- a. Windows, doors, patio doors and garage doors, of wood, vinyl, fiberglass or clad with vinyl or aluminum are acceptable.
- b. The size and location of windows and doors should be balanced and consistent on each elevation.
- c. Garage and service doors may be wood, aluminum, steel or fiberglass and must have a raised panel or similar decorative design.

WINDOW/DOOR TRIM AND SHUTTERS.

- a. Window and other trim treatments should be consistent on all elevations.
- b. When shutters are used on the front of the home, the ACC may require, considered on

a case by case basis, that they must also be used on appropriate windows on the sides and rear. Shutters may be wood or vinyl and should be of a size, design and proportion to compliment the window characteristics.

- c. Trim at least four (4) inches nominal in width must be used on all windows and on all doors.
- d. The ACC may require the placement of windows or other design features in blank wall areas regardless of interior furniture arrangement.

BAYS AND CHIMNEY CHASES.

- a. Bays and other projections must extend down to the top of the foundation level and must have a foundation beneath.
- b. Exterior chimney chases must be constructed on a foundation and extend beyond the roof line by a minimum of two (2) feet or as required by local building codes, or the fireplace unit manufacturer's requirements. The exterior chase cladding must be masonry or match the exterior house siding and corner trim.
- c. Exterior chase enclosures commonly referred to as a "Dog House Projection" are prohibited.

EXTERIOR COLORS.

- a. It is recommended that a minimum of two (2) colors and a maximum of three (3) colors be used on the exterior walls and trim; and one (1) color for such items as shutters, trim and doors.
- b. All exterior colors must be noted on the plans with their corresponding manufacturer's identification number and a sample of each color for ACC approval.
- c. The ACC shall have the final discretion as to the compatibility of the exterior colors within Sandhill Trails.

AWNINGS.

- a. All awnings require ACC approval.

PLUMBING AND ATTIC VENTS.

- a. Place all exposed plumbing vents to rear of house and paint to match roof color.
- b. It is preferred and whenever possible and practical, "pop up" attic vents are to be out of view from the street.
- c. Ridge venting is allowed.

SECTION 4. CONSTRUCTION DURATION AND DAMAGE. Any Residence and attached garage to be constructed on a Lot shall be completed within one (1) year from the date of the start of excavation. Lot Owners are responsible for any damage to the streets, curbs, gutters, and/or outlot area landscaping caused by Lot Owner's contractor and for ensuring that the contractor consistently maintains the Lot, adjacent lands and street areas free of waste, dirt and debris during construction.

SECTION 5. ARCHITECTURAL CONTROL SUBMITTAL. The final aesthetic control, guidance and approval for the individual site and building design will be performed by the ACC. The ACC will use Article III General Restrictions and Design Standards as a guide line of items to be completed but will also evaluate the compatibility and consistency the house design has to its neighbors and the neighborhood.

All building plans for any Residence or other permitted improvements including, but not limited to, the exterior design and color of each building to be constructed, and all yard grades and stakeout surveys showing erosion control measures shall be submitted to the ACC and the ACC shall have approved the same in writing prior to Lot Owner (or its agents or contractors) submitting an application for a building permit. In addition, landscape plans and basic site features such as fences, patios, decks, in-ground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of Sandhill Trails are subject to the prior written approval of the ACC. The ACC's approval of building design, square footage, building location, and any other restriction influencing the integrity and aesthetics of Sandhill Trails shall be based upon the building and use restrictions contained in this Declaration and such standards as may be adopted from time-to-time by the Declarant at Declarant's reasonable discretion. The ACC shall have the right to not approve exterior design, garage orientation, material and minimum square footage approval if the design is too similar in appearance or does not aesthetically conform to buildings in close proximity. It is the intent of the ACC to maintain diversity and compatibility in design appearance in Sandhill Trails.

Prior to application for a building permit, each Lot Owner shall submit the following documents to the Sandhill Trails Architectural Control Committee c/o Homes by Towne of Wisconsin LLC, Attention: Janeen Wnuk, 710 N. Plankinton Ave., Milwaukee, WI 53203:

- a. Three (3) sets of drawings (at a scale of either 1/8" or 1/4") of the proposed Residence showing, at a minimum: floor plans, elevations of all sides of the Residence, exterior finishes, exterior colors (with color samples), roofing type (with color samples),

- landscaping, driveway location and size, exact location of the Residence on the Lot and any accessory buildings or amenities;
- b. Three (3) sets of the proposed grading and landscaping plans for the Lot;
 - c. A plat of survey showing the location of the home, driveway, accessory buildings and any other improvements to be made on the Lot to scale with dimensions and setback distances shown;
 - d. Three (3) sets of architectural specifications for the above;
 - e. The address for mailing the written determination of the ACC; and
 - f. The calculation of the total surface area covered by the proposed Lot improvements including but not limited to the area of the "footprint" of the home, garage, stoop, deck, patio, walks, sheds, pool, etc. The calculation is to provide proof of satisfaction of the FAR and LCP ratios as required and as referenced in Article III, Section 3 (e) and (f).

All submissions shall contain sufficient detail as may be required by the ACC. The ACC shall review the plans submitted within thirty (30) days and render its written approval or rejection.

SECTION 6. GARAGES. All garages shall be attached to the Residence and all garages shall be constructed at the same time the Residence is constructed. It is recommended that garage entries be either side-yard or courtyard oriented, but front orientation is acceptable.

SECTION 7. DRIVEWAYS. All driveways shall have a base of compacted gravel, crushed stone, or other approved base material and shall be surfaced with asphalt, concrete or brick within one (1) year of the date of issuance of the Certificate of Occupancy for the Residence. No driveway or permanent vehicular access for any of the platted Lots of Sandhill Trails will be granted from Keup Road.

SECTION 8. GRADING AND LANDSCAPING. All Lots shall be graded immediately upon completion of construction of a Residence and the grade shall thereafter be maintained to comply with the comprehensive Master Grading Plan (defined as the approved Overall Finish Grading Plan completed by RA Smith National and on file at the City of Cedarburg Engineering Department), as may be amended by the Declarant and/or the City of Cedarburg, and with the Storm Water Management Practice Maintenance Agreement recorded at the Ozaukee County Register of Deeds on June 17, 2015 as document number 1019224, also in the First Amendment to Storm Water Management Practice Maintenance Agreement recorded in the Ozaukee County Register of Deeds office on December 13, 2016, document number 1043458 and the Storm Water Pond Management Agreement

recorded in the Ozaukee County Register of Deeds office on December 13, 2017, document number 1043459 (collectively referred to hereinafter as the "Storm Water Management Agreements" and attached as Exhibit C hereto). Strict compliance with the Overall Finish Grading Plan and the Storm Water Management Agreements shall be enforced so as to prevent the discharge or redirection of storm water onto any adjacent Owner's Lots unless intended by drainage easements or the Master Grading Plan.

Each Lot Owner must strictly adhere to the finish grade of their Lot in accordance with the Master Grading Plan or any amendment thereto approved by the City Engineer on file in the office of the City Engineer. The Developer and/or the City 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 and/or correction of any drainage condition, and the Lot Owner shall be responsible for the cost of same.

Any excess soil resulting from excavations, grading or landscaping shall not be disposed of within Sandhill Trails but must be transported off site at the Lot Owner's expense. Failure to comply with this provision shall render the violating Lot Owner liable for damages equal to the actual cost of removing, hauling and disposing of such excess soil plus a twenty percent (20%) supervisory fee.

Lots must be landscaped, including the additional trees as referenced below, and seeded or sodded within one (1) year after issuance of the Certificate of Occupancy for the Residence. Landscaping shall include the area between the front Lot line and the edge of the street pavement. No landscaping shall be planted that is found to be a barrier to the surface water drainage as intended by the Master Grading Plan.

Within one (1) year after issuance of the Certificate of Occupancy permit, the Lot Owner shall plant on its respective Lot at least two (2) additional trees (street trees planted by Declarant are not included in this count), with a minimum trunk diameter of 1.5 inches at a point six (6) feet above the root system. The street trees planted by the City within the road right-of-way, as referenced on the approved Landscape Plan for Sandhill Trails, will be the maintenance and replacement responsibility of the City following such planting.

Plans showing exact locations and species of trees, shrubs, planting beds, hedges or mass screening plantings and construction details of walls, shall be submitted to and approved by the ACC prior to construction and/or planting.

SECTION 9. FENCING. Perimeter fencing of a portion of an Owner's Lot and/or security fencing around in-ground pools is permitted. Such fencing shall be four (4) feet high from grade, black aluminum, wrought iron or similar type fencing approved by the ACC and as permitted by the City of Cedarburg, if necessary. No temporary fencing is allowed except silt fencing necessary during the construction of homes within Sandhill Trails.

SECTION 10. MAILBOX. At the time of construction of a Residence, the Lot Owner shall install at the Lot Owner's expense, one mailbox (the design and quality of which shall be specified by the Declarant). The location of the mailbox will be determined by the United States Postal Service Cedarburg Post Master and the Cedarburg Post Master may require the mailbox to be part of a grouping of mailboxes (5 or less) for the efficiency of deliver of the mail by the Post Office employees or contractors. The Declarant recommends that Diggers Hotline be contacted before installation of mailbox. The mailbox shall be maintained by the Lot Owner at its cost, in proper operating condition. If the Lot Owner fails to maintain the mailbox in proper operating condition, maintenance of the mailbox may be performed by the Declarant or Association, following fifteen (15) days prior written notice to the Lot Owner and the cost of such maintenance shall be a Special Assessment against the Lot, payable according to the terms and conditions contained in Article V, Section 7 hereof.

Notwithstanding the aforementioned in Section 10, if the United States Postal Service mandates that a centralized cluster mailbox unit in excess of 5 single mailboxes on one pole be installed within Sandhill Trails subdivision then the Association agrees to maintain, repair and replace these centralized cluster mailbox units for all Association Members within Sandhill Trails. Members shall pay to the Declarant an amount required by the Declarant at closing covering the Declarant's cost of purchase and installation of the centralized cluster mailbox units on a prorated basis.

SECTION 11. EASEMENTS. Declarant reserves all easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plat and/or approved Master Grading Plans for Sandhill Trails or as subsequently created by recorded easement agreements. No permanent structure shall be placed within the easement areas which may damage or interfere with the installation and maintenance of the utilities, or the intended use of such easement, including but not limited to drainage. The easement area of each Lot shall be maintained continuously by the Lot Owner.

Declarant and/or Association or its authorized agents or subcontractors are granted a perpetual right to construct, maintain, and replace within Sandhill Trails the landscape features within the Outlot

or landscape easements at their respective locations, and are granted reasonable access for the purpose of maintenance of the same.

SECTION 12. ACCESSORY BUILDING. Each Lot shall be permitted to contain one (1) accessory building or structure, provided that the design and construction materials are compatible and equal to the design and materials used for the primary Residence.

No accessory building or structure shall exceed one hundred twenty (120) square feet in floor area. Accessory building or structure location and height must conform to City of Cedarburg codes and shall require written approval by the ACC and the City of Cedarburg prior to construction. The purpose of the construction or the use of any accessory building shall not be for the housing of animals of any kind.

If any accessory building or structure is constructed without the written consent and approval of both the ACC and the City of Cedarburg, the Association may take any action deemed necessary to halt construction of such structure or cause the demolition of such structure at its sole discretion and at the Lot Owner's cost.

SECTION 13. GENERAL PROHIBITIONS. The following shall constitute general prohibitions on Lots in Sandhill Trails and the ACC shall have the sole authority to approve, waive or deny approval of the general prohibitions:

- a. **Vehicle Storage.** 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 the Declarant or the Sandhill Trails Homeowners Association Committee ("Association Committee"). The outside storage or parking of commercial or recreational vehicles is expressly prohibited.
- b. **Satellite Dishes.** Satellite dish antennas shall be mounted on a pedestal and shall not have a diameter in excess of 39.37 inches (1 meter) or the size allowable by the Federal Communication Commission (FCC) for residential satellite dish size. No antenna or permitted satellite dish antenna shall be visible from any roadway, unless no other practicable location can be found, in which case the ACC may require screening of the antenna/dish.
- c. **Storage.** No Lot shall be used in whole or in part for the storage of rubbish or building materials of any character whatsoever (other than during the construction of a Residence or other permitted improvement), nor shall any Lot be used for the storage of

any property, item or material that shall cause such Lot to appear in an unclean or untidy condition or that will be obnoxious or offensive in the opinion of the Declarant and/or the Association Committee.

- d. **Nuisances.** No obnoxious or offensive activity shall be carried out upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.
- e. **Pets.** No exterior dog kennel or pet house whether attached or detached from the main structure, and/or accessory structure, shall be constructed or maintained on any Lot unless fully screened from neighboring Lots and receives approval from the ACC and the City of Cedarburg. No Lot Owner shall keep any pet or pets which create a nuisance. The maximum number of household pets shall be in accordance with the City of Cedarburg ordinances covering such pets. Farm animals, including poultry (including chickens and roosters), horses, etc., (for commercial or individual purposes) and animals kept for commercial purposes shall be prohibited under any circumstances.
- f. **Refuse.** 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. No burning of refuse shall be permitted.
- g. **Vision Corners.** No structure of any kind shall be permitted within a "vision corner" (as shown on the plat of Sandhill Trails) which exceeds thirty (30) inches above the elevation of the intersection, except for necessary highway and traffic signs, public utility lines and open fences through which there is clear vision. No vegetation or other plant material shall be permitted which obscures safe vision of the approaches to any intersection in Sandhill Trails. Restrictions are noted on the final plat of Sandhill Trails.
- h. **Pool.** Above-ground pools and/or temporary pools with water depths that can exceed eighteen (18) inches in depth are strictly prohibited. In-ground pools with fence enclosures are allowed but require written approval by the ACC and the City of Cedarburg prior to construction or set up of approved pool. Placement of an in-ground pool in the front or side yards is prohibited. Permanent "Hot Tub" structures are permitted if they are screened from adjacent Owner's Lots, are not visible from the public roadway and receive necessary approval from the ACC and the City of Cedarburg. Temporary "Hot Tub" structures are not permitted.
- i. **Playsets, Trampolines or Other Recreational Structures.** Playsets, trampolines or other recreational structures are permitted if they are not found to be a nuisance by the Declarant or the Association Committee. Such structures may not be located in the front or side yards and are not to be visible from public roadways and must receive

- approval from the ACC not only for the structure but also the location of the structure and if necessary from the City of Cedarburg.
- j. **Lot Modifications.** Modification to the landscape materials and design must be approved by the ACC.
 - k. **Building Modifications.** Any exterior building modifications, including but not limited to additions, remodels, and material and color changes, must be approved by the ACC. If the exterior colors remain the same as the originally approved colors, ACC approval will not be required.
 - l. **Building and Lot Maintenance.** The Declarant, the Association Committee and Lot Owners have a vested interest in the standards that will create a cohesive and aesthetically pleasing community. It is the collective responsibility of each and every Lot Owner to maintain their individual home and Lot to preserve the long term livability and desirability of the community.
 - m. **Solar Panels.** Solar panels may only be located on the roof of the home and shall not be visible from the roadway, unless no other practicable location can be found and prior approval is granted by the ACC

SECTION 14. LOT-SPECIFIC PROHIBITIONS. The following constitute specific restrictions on individual Lots in Sandhill Trails, and nothing contained in this Section 14 shall in any manner invalidate the effect of the general restrictions contained in this Declaration or noted on the final plat of Sandhill Trails.

- a. **Lots requiring Specific Residence Design.** Lots 6, 9, 10, 11, 19, 20, 21, 22, 23, and 35, require a partially exposed rear yard residence design.

Lots 7, 8, 12, 13, 14, 15, 16, 17, 30, 32, 33, 36, 37, and 38 require a fully exposed rear yard residence design.

All Lots in Sandhill Trails have easements for the purpose of utilities and public drainage. See the Final Plat for specific easements on each of the respective Lots within Sandhill Trails.

Specific to Lots 10 and 11, the Declarant had received a wetland exemption from the Wisconsin Department of Natural Resources (WDNR) for the temporary storm water pond that was located on Lots 10 and 11. The purpose of the temporary storm water pond was for the development north of the Interurban Trail, known as Keup Trails. With the

development of Sandhill Trails, the Declarant was given permission to fill these temporary storm water ponds and re-direct the storm water into the storm water system constructed with Sandhill Trails.

Lots 1 and 43 contain landscape easements as shown on the Final Plat, for the benefit of the Association. Outlot 1 contains storm water piping and is an access point for access to Outlot 1 of C.S.M 3983 as is for the use by not only Sandhill Trails Lot Owners and the Sandhill Trails Homeowners Association ("Association"), but also for the benefit of the Pine Ridge Homeowners Association and the Keup Trails Homeowners Association under the joint Storm Water Management Practice Maintenance Agreement, its First Amendment and any subsequent amendments, and also the Storm Water Pond Management Agreements. The Association shall be responsible for any turf and plantings within said easements and or any Outlot areas managed, maintained and/or owned by the Association.

The sidewalks installed by the Declarant, within the Final Plat area of Sandhill Trails, as part of the improvements of Sandhill Trails, are the maintenance responsibility of the adjacent Lot Owners. The Lot Owners will be responsible to clear the sidewalks of snow, ice, debris, materials or any other items that may cause limitation of use or a hazardous condition for use by the public. The repair and future replacement of the sidewalks are the responsibility of the City of Cedarburg and the City of Cedarburg shall have the rights by law to assess the adjacent Lot Owner for the costs of the repair and future replacement of the sidewalks.

Lots 1, 3, 4, 5, 6, 7, 8, 9, 11, and 12 are adjacent to the Interurban Trail (W.E.P.C.O. R.O.W. Easement) which is a paved trail used by the public. No driveways or improved walkways (paved, gravel or other materials) may connect any Lots of Sandhill Trails directly to the Interurban Trail. The sidewalk at the north end of Sandpiper Lane and the sidewalk along the east side of Keup Road are connection points to the Interurban Trail. The Declarant has installed sidewalk improvements outside the boundaries of the Final Plat of Sandhill Trails and those improvements included sidewalks located within the Interurban Trail (W.E.P.C.O R.O.W. Easement) for the benefit of public access to the Interurban Trail. It is not the responsibility of any Lot Owner of Sandhill Trails or the Association to maintain, repair or replace those sections of sidewalk.

b. **Wetlands.** The wetland area shall be preserved as wetland and open space areas,

with any improvements of such affected areas strictly limited to those areas outside the wetland boundaries. The only wetland area within the plat of Sandhill Trails is located on Lot 9 as shown on the Final Plat. Unless otherwise approved by the City of Cedarburg and other jurisdictional governmental agencies including the Wisconsin Department of Natural Resources, all of the area included in the wetland area shall remain and be retained in its natural, undisturbed state and shall be subject to the City of Cedarburg Municipal Code.

In an effort to protect the natural resources and beauty of the area, disturbance of this area is discouraged and is only permitted subject to prior written approval by the City of Cedarburg and in compliance with the City of Cedarburg zoning ordinances, the Wisconsin Department of Natural Resources and other jurisdictional government agencies.

- c. **Bedrock.** Bedrock has been found by the Declarant within some areas of Sandhill Trails. Extensive testing for bedrock elevations has been conducted and blasting of bedrock did occur within the public right-of-way of Tanager Court during the installation of sanitary sewer lines and laterals. Testing revealed that the elevations of bedrock were not consistent, but rather bedrock was found at varying elevations. The Declarant is giving notice to all current and future homeowners that bedrock may be present below the surface on some or all Lots, which may delay construction and/or create additional costs of future construction activities on some or all Lots within Sandhill Trails.
- d. **Utility and Public Drainage Easement.** Easement and setback sheet pages have been attached to the Final Plat of Sandhill Trails and are part of the documentation recorded at the Ozaukee County Register of Deeds Office. Other easements may have been or may be recorded against the Outlot or the Lots within Sandhill Trails to accommodate utility, drainage or other purposes. The lands located within the Outlot, along with the lands apparently utilized for the detention ponds and facilities, are included in and are an integral part of the overall storm water and drainage system for Sandhill Trails. Temporary standing water may be found on the Outlot or within the drainage easements outside of the detention facilities or wetland from time to time and this condition is expected and found to be acceptable.
- e. **Storm Water Management.** The Association jointly owns and is jointly responsible for

maintenance of the storm water pond ("Storm Water Pond") located on Outlot 1, CSM 3983, with neighboring developments as such responsibilities are set forth in the Storm Water Management Agreements.

- f. **Access.** No direct vehicular access from Lots 1 and 43 to Keup Road is allowed. All roadways and sidewalks located within the public right-of-way within Sandhill Trails are public roadways and sidewalks.
- g. **No Wells.** No non-potable water wells may be installed and operated for any purpose, including maintenance of landscaping or storm water infiltration/retention/detention basins, on any Lots, Outlots, or other commonly owned parcel(s) within Sandhill Trails unless authorized in writing by the City of Cedarburg.

SECTION 15. CONSTRUCTION DEPOSIT. At the time of closing on a Lot, a construction deposit in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) ("Construction Deposit") shall be collected from the Lot Owner and held in an escrow account by Declarant. This Construction Deposit is required to assure compliance with the terms and conditions of this Article III regarding contractor cleanup, damage to street, curbs, and/or gutters, installation of the required mailbox, landscape, additional trees and driveway construction and to act as security that the Lot Owner and its contractors will take adequate measures to protect the street trees during the construction and landscape process. In the event the Lot Owner is unable to obtain compliance by their contractors, or fails to install the requisite mailbox, landscape, additional trees and driveway construction thus rendering cleanup, installation, repair or replacement necessary by the Declarant, such costs will be deducted from the Construction Deposit. In the event that no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the Owner upon completion of the home, installation of the mailbox, landscape, additional trees and driveway construction and first occupancy of the Residence, within thirty (30) days of Lot Owner's written request.

SECTION 16. INITIAL WORKING CAPITAL ASSESSMENT OF THE ASSOCIATION. At the time of the initial closing on a Lot to a Lot Owner, the Lot Owner shall pay an initial working capital assessment in the amount of three hundred and fifty dollars (\$350.00) to the Association for the purpose of defraying, in whole or part, the costs incurred by the Association. Costs may include but are not limited to the operations of the Association. This initial working capital assessment is not in substitution of the budget and annual assessment of the Association which is further described in

Article V of these Declarations.

**ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE (ACC)**

SECTION 1. CREATION. The ACC shall initially consist of three individuals chosen by the Declarant. In the event of the death or resignation of any member of the ACC, Declarant shall have the right to designate a successor so long as Declarant shall own real estate within Sandhill Trails. It is the express intent of Declarant that it shall appoint all of the members of the ACC until its ownership of real estate in Sandhill Trails is fully relinquished. After Declarants' ownership has been relinquished, all members of the ACC shall immediately resign and an election shall be had by the Association to nominate and elect three (3) new members of the ACC. Each Lot in Sandhill Trails shall have one (1) vote, regardless of the number of owners of said Lot. A simple majority of votes cast shall elect each member of the ACC. Declarant shall have the further right to increase the membership of and to fix rules of procedure for the ACC. No Lot Owner of a vacant Lot (except for the Declarant) shall have the right to serve on the ACC.

SECTION 2. PROCEDURE. Each Lot Owner shall file all plans, specifications, and other materials for the approval of the improvements of any Lot with the office of the Declarant, for referral to the ACC.

A response in writing setting forth the decision of the ACC and reasons thereof shall thereafter be transmitted to the applicant by the ACC within thirty (30) days after the date of filing the plans, specifications, and other materials by the Lot Owner. Builders and/or Lot Owners are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval.

In the event the ACC fails to approve or disapprove in writing the proposed improvements within sixty (60) days after submission of the final plans, specifications and other material, as required in this Declaration, approval shall be deemed granted.

**ARTICLE V
SANDHILL TRAILS HOMEOWNERS ASSOCIATION**

SECTION 1. CREATION AND PURPOSES. The Association is hereby created and shall be an

incorporated association of the Lot Owners in Sandhill Trails for the purposes of:

- a. Maintaining and promoting the desired character of Sandhill Trails.
- b. Managing, maintaining and controlling common areas for the purpose of preserving open space and trees and the joint responsibility for maintenance of the Storm Water Pond and the responsibilities as set forth in the Storm Water Management Agreements. Managing, maintaining and controlling any entry treatments and landscaping placed within an easement for the benefit of the Association at any current or future locations within Sandhill Trails.

SECTION 2. INITIAL COMMITTEE/TERM. The Association shall be governed by a three (3) member committee, hereinafter referred to as the "Committee", which shall be solely responsible for the activities of the Association.

The initial members of the Committee shall be appointed by the Declarant. Within three (3) months of the date that 95% of the Lots have been sold and closed, the members of the Committee appointed by Declarant shall be replaced with three (3) Lot Owners elected by the majority vote of the other Lot Owners.

Declarant may relinquish or reassert all or any part of the rights provided to the Committee or the Association at any time prior to the time Declarant owns less than 95% of the Lots in Sandhill Trails.

After the initial term as provided in Article V, Section 2 above, the term of office of each Committee member shall be two (2) years from the date of election. If any Committee member shall die, resign, be unable to act or cease to be qualified, the unexpired term of such Committee member shall be filled by special election of the Association.

SECTION 3. MEMBERSHIP AND VOTING. Declarant and every Lot Owner in Sandhill Trails shall be a member of the Association. Each such member shall be entitled to one (1) vote for each Lot owned, whether the Lot is owned singularly or jointly. The Declarant shall have a vote for each Lot the Declarant retains ownership of at the time of such vote.

SECTION 4. MEETINGS. All Committee meetings shall be open to all Lot Owners, and shall be held upon not less than three (3) days prior written notice to all of the Lot Owners. The presence of two (2) Committee members shall constitute a quorum. Actions of the Committee shall be taken by majority vote. The Committee shall call a meeting for all the Lot Owners of the Association no less than

once per calendar year and shall begin in the year following the Declarant's decision to form and start the Association.

SECTION 5. COMMITTEE DUTIES. The Committee shall have the following duties:

- a. To provide for the maintenance of the entry treatments, Storm Water Pond, the Outlot and landscaping within easements held by the Association for such purposes, if applicable;
- b. To establish an annual operations budget and determine the annual assessment to the members of the Association;
- c. To establish dates and procedures for the election of Committee members;
- d. To promulgate operational procedures for the conduct of Association and Committee business;
- e. To enforce the terms, conditions and restrictions contained in this Declaration; and
- f. To establish and maintain an ACC subsequent to the initial ACC established and controlled by the Declarant.

SECTION 6. COMMITTEE POWERS. The Committee shall have the following powers:

- a. To take such action as may be necessary to cause the entry treatments, landscaping within easements for the benefit of the Association, if applicable, and Common Areas located within Outlots to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;
- b. To have the managing authority for the maintenance of the Storm Water Pond. To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder;
- c. To levy and collect assessments in accordance with the provisions of Article V, Section 7, below and;
- d. To take any other action which is incidental to or necessary for the Committee to perform its duties and discharge its obligations under this Declaration.

SECTION 7. ASSESSMENTS. The Committee shall levy and collect assessments in accordance with the following:

- a. Each Lot shall be subject to a general annual charge or assessment ("General Assessment") equal to the pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro rata share of a Lot shall be a fraction, the numerator of which shall

be one (1) and the denominator of which shall be forty-three (43). Said costs shall include, but not be limited to: taxes, insurance, repairs, plantings, replacements and additions to the improvements made to the Common Areas including the Storm Water Pond; equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its business and enforcing the terms, conditions and restrictions contained in this Declaration. The Committee shall also have the power to levy a special assessment ("Special Assessment") against any individual Lot Owner for the failure of such Lot Owner to: maintain its Lot in accordance with the reasonable standard of Sandhill Trails; maintain the mailbox, required under Article III, Section 9 herein; and/or, to comply with the terms, conditions and restrictions contained in this Declaration. General Assessments and Special Assessments are sometimes collectively referred to as "Assessments." Specifics of such "Special Assessments" may be further explained, described and implemented through "Subdivision Rules and Regulations" that the Association Committee may establish, amend or modify at their discretion in the future.

- b. Assessments shall be approved at a duly convened meeting of the Committee.
- c. Written notice of an Assessment shall be personally delivered to each Lot Owner or delivered by regular mail addressed to the last known address of such Lot Owner.
- d. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice.
- e. Assessments not paid when due shall bear interest at the rate of 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 the Assessments have been paid in full. The Assessments and interest thereon shall also be the personal obligation of any current or subsequent Lot Owner against which the Assessment was made.
- f. The Committee may record a document with the Register of Deeds in Ozaukee County, Wisconsin, giving notice of a lien for any such unpaid Assessments 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's fees relating to any such document or the collection of an Assessment shall be borne by the respective Lot Owner.
- g. Upon application by a Lot Owner, any Committee member may, without calling a Committee meeting, provide to such Lot Owner a statement in recordable form certifying: (1) that the signer is a duly elected or appointed Committee member, and (2)

as to the existence of any unpaid Assessments or other amounts due the Association. Such statement shall be binding upon the Association 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.

- h. Any lien for Assessments may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The delinquent Lot Owner shall be responsible for all of the Association's costs in collecting the Assessments and the foreclosure action, including, but not limited to, attorney's fees.
- i. As specifically set forth in Article III, Section 16, each Lot Owner shall pay an initial working capital assessment to the Association.

SECTION 8. LIMITATIONS. During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Area in addition to those in existence ("Additional Improvements") without the written approval of Declarant. After the initial term, the Committee shall not have the power to make Additional Improvements costing in excess of Five Thousand Dollars (\$5,000.00) without the consent of at least 90% of the then-current Lot Owners.

SECTION 9. COMMITTEE LIABILITY. Members of the Committee shall not be liable for any action taken by them in the good faith discharge of their duties, even if such action involves a mistake of judgment or negligence. The Association shall indemnify and hold the members of the Committee 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.

SECTION 10. NO WAIVER. Failure of the Association or the Committee to enforce any term, covenant, condition or restriction contained in this Declaration, shall not be deemed to be a waiver of the right to do so or acquiescence to that violation or any subsequent violation.

ARTICLE VI GENERAL PROVISIONS

SECTION 1. DURATION OF DECLARATION. This Declaration and any amendments shall be in force for a term of twenty (20) years from the date the Declaration is recorded. Upon the expiration date of such initial twenty (20) year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of ten (10) years, unless prior to the end of the then

current term a Notice of Termination is executed by the Lot Owners and mortgagees of at least 60% of all Lots, is consented to by the City of Cedarburg and is thereafter recorded in the Office of the Register of Deeds of Ozaukee County.

SECTION 2. BINDING EFFECT AND ENFORCEMENT. This Declaration shall run with the land and bind Declarant, its successors, agents or assigns, Association, and any and all Lot Owners.

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

SECTION 3. AMENDMENT. 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 Lot Owners having at least 60% of the votes in the Association; provided, however, that any such action must also be approved in writing by the Declarant so long as it shall be a Lot 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 Ozaukee County, Wisconsin.

SECTION 4. EFFECT ON MORTGAGES OR DEEDS OF TRUST. All covenants, liens and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages, land contracts or deeds of trust in the nature of a mortgage, encumbering any of the Lots in Sandhill Trails. The terms of this Declaration shall not supersede or in any way reduce the security or affect the validity of any such mortgage, land contract or deed of trust in the nature of a mortgage.

SECTION 5. DECLARANT'S ASSIGNMENT OF RIGHTS AND DUTIES TO ASSOCIATION. In its sole discretion, Declarant reserves the right to assign any or all of the rights, privileges, easements, powers and duties herein to the Association. Such assignment shall be in writing and shall

relieve and discharge Declarant from every duty assigned to the Association.

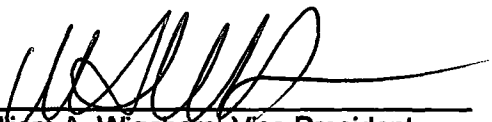
SECTION 6. ADDRESS NOTIFICATION. Each Lot Owner shall file their correct mailing address with the Declarant and/or the Association and shall notify the Declarant and/or Association promptly in writing of any subsequent change of address. A written or printed notice, deposited in a United States Post Office, postage prepaid and addressed to any Lot Owner at the last address filed shall be sufficient and proper notice to the Lot Owner whenever notices are required.

Unless otherwise specified herein, all communications to Declarant shall be in writing and shall be forwarded to HBT of Sandhill Trails LLC at: 710 North Plankinton Avenue, Suite 1000, Milwaukee, WI 53203.

SECTION 7. CONFLICTS. In the event any covenant or provision of this Declaration is in conflict with any law, regulation or ordinance of the City of Cedarburg or any other governmental authority, such law, regulation or ordinance shall control and supersede said covenant or provision of this Declaration. All remaining covenants and provisions of this Declaration shall remain valid and in effect.

In Witness whereof, the undersigned has executed this Declaration this 28th day of March, 2018.

HBT of Sandhill Trails LLC
By: TOWNE REALTY, INC., SOLE MEMBER



By: William A. Wigchers, Vice President

State of Wisconsin

County of Milwaukee

Personally came before me this 28th day of March, 2018, the above named William A. Wigchers, Vice President of Towne Realty, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.



Notary Public, County of Milwaukee
State of Wisconsin
My Commission is ~~permanent~~ expires 4-10-20

JESSICA HANKO
NOTARY PUBLIC
STATE OF WISCONSIN

This instrument was drafted by and should be returned to:
Sandra J. DeLisle
Zilber Ltd.
710 N. Plankinton Avenue
Milwaukee, WI 53203

EXHIBIT A**Sandhill Trails Subdivision**

<u>Lot Number</u>	<u>Tax Key Number</u>	<u>Lot Number</u>	<u>Tax Key Number</u>
1	13-258-0001.000	23	13-258-0023.000
2	13-258-0002.000	24	13-258-0024.000
3	13-258-0003.000	25	13-258-0025.000
4	13-258-0004.000	26	13-258-0026.000
5	13-258-0005.000	27	13-258-0027.000
6	13-258-0006.000	28	13-258-0028.000
7	13-258-0007.000	29	13-258-0029.000
8	13-258-0008.000	30	13-258-0030.000
9	13-258-0009.000	31	13-258-0031.000
10	13-258-0010.000	32	13-258-0032.000
11	13-258-0011.000	33	13-258-0033.000
12	13-258-0012.000	34	13-258-0034.000
13	13-258-0013.000	35	13-258-0035.000
14	13-258-0014.000	36	13-258-0036.000
15	13-258-0015.000	37	13-258-0037.000
16	13-258-0016.000	38	13-258-0038.000
17	13-258-0017.000	39	13-258-0039.000
18	13-258-0018.000	40	13-258-0040.000
19	13-258-0019.000	41	13-258-0041.000
20	13-258-0020.000	42	13-258-0042.000
21	13-258-0021.000	43	13-258-0043.000
22	13-258-0022.000		

**EXHIBIT A
TAX KEY NUMBERS CONTINUED**

Outlot

<u>Outlot Number</u>	<u>Tax Key Number</u>
1	13-258-0000.001

EXHIBIT B
LEGAL DESCRIPTION AND FINAL PLAT

SANDHILL TRAILS SUBDIVISION

Part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4, Section 26, Township 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin, being more particularly described as:

Commencing at the Northwest corner of said 1/4 Section 26; thence South 01° 51' 59" East along the West line of the Northeast 1/4 of said Section 26 a distance of 1148.71 feet to a point on the South right-of-way line of the Wisconsin Electric Power Company right of way, said point being the point of beginning of this description; thence North 45° 47' 16" East along said South line 785.54 feet to a point; thence Northeasterly 753.02 feet along said South line and an arc of a curve whose center lies to the Southeast, whose radius is 5656.21 feet and whose chord bears North 49° 36' 56" East 752.46 feet to a point in the West line of Pine Ridge Subdivision; thence South 01° 35' 29" East along said West line and its extension 1191.02 feet to a point in the North line of Certified Survey No. 3983; thence South 53° 33' 59" West along said North line 56.78 feet to a point; thence South 58° 08' 42" West along said North line 30.80 feet to a point; thence South 52° 53' 37" West along said North line 202.72 feet to a point; thence South 47° 24' 59" West along said North line 180.27 feet to a point; thence South 87° 08' 28" West 335.71 feet to a point; thence North 01° 51' 59" West 185.43 feet to a point; thence South 87° 01' 45" West 452.40 feet to a point in the aforesaid West line of said 1/4 Section 26; thence North 01° 51' 59" West along said West line 304.54 feet to the point of beginning.

Said land contains 1,025,889 square feet or 23.5512 acres.

EXHIBIT B CONT.

SANDHILL TRAILS

Plan of the proposed subdivision of the Northeast 1/4 of Section 28 Township 10 North, Range 21 East, City of Colfax, Outagamie County, Wisconsin

NOTE: The utility and public drainage easements are for sewer, electric, telephone and cable between lots.

The easements are 12 feet off of the public right of way and rear lot lines and 6 feet off each corner lot line, except for the following:

- Lot 15, 10 feet from southerly rear lot line
- Lot 19 thru 21, 10 feet from rear lot line
- Lot 24, 10 feet from easterly lot line
- Lot 25, 10 feet from westerly interior lot line
- Lot 26, 10 feet from rear lot line
- Lot 28, 10 feet from rear lot line, as shown (see sketch)
- Lot 30 and 40 thru 43, 10 feet from rear lot line
- Lot 32 and 33, no easement being shown (lot lines adjoining Cuts 1)

1049332

EASEMENT DETAILS



USE AS SHOWN

LOT 19

LOT 29

H. J. Cameron

 Wisconsin Surveyor No. 10215



There are no objections to this plan with respect to

 Secs. 236-13, 236-16, 236-20 and 236-21(1) and (2),

 Wis. Stat. as provided by s. 236-12, Wis. Stat.

 Certified March 20th 2012

 Gregory J. Dowd

 Register of Deeds, Outagamie County, Wisconsin

R.A. Smith National, Inc.

Beyond Surveying

and Engineering

SHEET 1 OF 2 SHEETS



Document Number

**STORM WATER POND
MANAGEMENT AGREEMENT**

1043459
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
12/13/2016 10:10 AM
REC FEE: 30.00
PAGES: 14
EXEMPT #:

Prepared by and return to:

Name and Return Address
Sandra J. DeLisle
Zilber Ltd.
710 N. Plankinton Avenue, Suite 1200
Milwaukee, WI 53203
Pin # - See Exhibits A and B

φ 20/WA

This STORM WATER POND MANAGEMENT AGREEMENT ("Agreement") is made and entered into this 22nd day of November 2016, by and between Sandhill Trails Homeowner's Association, Inc. ("ST-HOA"), Keup Trails Homeowner's Association, Inc. ("KT-HOA") and Pine Ridge Homeowner's Association, Inc. ("PR-HOA") (collectively, ST-HOA, KT-HOA and PR-HOA may be referred to as "Associations").

WITNESSETH:

WHEREAS, ST-HOA, KT-HOA and PR-HOA are the owners of certain lands commonly known as: Outlot 1 of CSM 3983 (hereinafter referred to as the "Pond Parcel") and described as set forth on the attached Exhibit A.

WHEREAS, the Pond Parcel is intended for the purposes of drainage and retention/detention of storm water outflows originating from the adjacent Sandhill Trails subdivision ("Sandhill"), the Keup Trails subdivision ("Keup"); and the Pine Ridge Subdivision ("Pine Ridge"); and

WHEREAS, Inasmuch as the Pond Parcel serves as an integral and necessary part of the storm water management for Sandhill, Keup and Pine Ridge, the parties to this Agreement desire to reserve the right to enforce the requirement that the Pond Parcel be maintained in a manner consistent with the intended shared purposes for the benefit of Sandhill, Keup and Pine Ridge of drainage and retention/detention of storm water outflows, pursuant to the Storm Water Management Practice Maintenance Agreement dated April 28, 2015, as recorded June 17, 2015, and as amended by that certain First Amendment to Storm Water Management Practice Maintenance Agreement dated November 15, 2016 (collectively, "Storm Water Agreement").

14

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties, as follows:

1. ST-HOA owns 62.32% of the Pond Parcel; TK-HOA owns 23.19% of the Pond Parcel, and PR-HOA owns 14.49% of the Pond Parcel.
2. The Associations are each responsible to maintain the Pond Parcel for the purposes of drainage, retention/detention pond and open space in accordance with applicable City of Cedarburg ("City") ordinances, policies, the Storm Water Agreement and this Agreement. Unless otherwise agreed in writing signed by all parties, ST-HOA is hereby charged with the duty of managing the direct day-to-day responsibilities of the Pond Parcel maintenance, all for the benefit of the ST-HOA, KT-HOA and PR-HOA.
3. All costs of maintaining the Pond Parcel, including but not limited to real estate taxes, landscape installation and maintenance, inspections, certifications, vegetation replacement, sediment removal, etc , shall be shared by all parties to this Agreement at the following rate: ST-HOA 62.32%, KT-HOA 23.19% and PR-HOA 14.49% which as a sum total equals 100%. Said costs shall be paid to ST-HOA (or the party that has incurred the costs if not ST-HOA) within 30 days of invoicing.
4. In the event that any party does not make full payment of their respective share of the cost as set forth in Section 3, any or all of the other parties may take whatever legal/collection action may be deemed desirable or necessary for collection of outstanding maintenance costs. The collecting party or parties may also seek reimbursement for all costs related to collecting the maintenance costs including, but not limited to, reasonable attorney's fees and court costs.
5. The parties hereto, their employees, directors, agents and contractors, are authorized to access the Pond Parcel to conduct inspections of vegetative cover as necessary to ascertain that the vegetation is being properly maintained, to conduct inspections of the pond for sediment buildup, and to conduct such other inspections regarding the maintenance of the Pond Parcel as deemed necessary. If any party conducts any such inspection, that party shall provide the other parties to this Agreement with any inspection reports received. The parties to this Agreement may be required by applicable City policy and/or ordinance to take corrective actions within a reasonable timeframe to address vegetation maintenance problems within the Pond Parcel or sediment build up within the drainage ways and pond.
6. In the event that any party to this Agreement fails to take corrective action set forth in any notice from the City pursuant to paragraph 5 above, any other party to this Agreement may, in its sole discretion, take such action with all costs and expenses incurred by the party in taking corrective action paid pursuant to the terms of Sections 4 of this Agreement. Nothing in this Agreement shall be deemed to require the City to take any action to correct any noncompliant item.
7. This document shall be recorded with the Ozaukee County Register of Deeds and shall be a covenant running with the land and binding upon all parties to this Agreement. Amendment to this Agreement may be made by a written document, signed by all parties and recorded with the Ozaukee County Register of Deeds. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

SANDHILL TRAILS HOMEOWNER'S ASSOCIATION, INC.

By: *[Signature]*, President

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

PERSONALLY came before me on this 22nd day of November 2016, William A. Wiggers President of the Sandhill Trails Homeowner's Association, Inc. to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public-State of Wisconsin
My Commission Expires 6-17-17



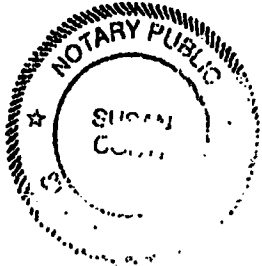
KEUP TRAILS HOMEOWNER'S ASSOCIATION, INC.

By: *[Signature]*, President

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

PERSONALLY came before me on this 22nd day of November 2016, Robert Tillman President of the Keup Trails Homeowner's Association, Inc. to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public-State of Wisconsin
My Commission Expires 9-11-18



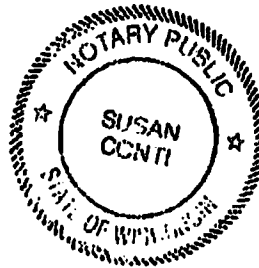
PINE RIDGE HOMEOWNER'S ASSOCIATION, INC.

By: Robert Tillmann
President

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

PERSONALLY came before me on this 22nd day of November 2016, Robert Tillmann,
President of Pine Ridge Homeowner's Association, Inc. to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Susan Conti
Notary Public-State of Wisconsin
My Commission Expires 9-11-16



Storm Water Pond Mgmt Agreement with Exhibits Final 11-16-16.doc

EXHIBIT C

EXHIBIT A

**Pond Parcel
Legal Description and Tax Key Number**

Pond Parcel (Certified Survey Map Parcel):

- **Legal Description:**

A division of Outlot 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 26, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, bounded and described as follows:

COMMENCING at the Northeast corner of said 1/4 Section 26: thence South 87°08'45" West along the North line of said 1/4 Section 1333.355 feet to a point in the East line of the West 1/2 of the Northeast 1/4 of said Section 26; Thence South 01°36'09" East along said East line 1224.08 feet to the Southeast corner of Lot 10 in Pine Ridge Subdivision, said point also the point of beginning of lands to be described; thence continuing South 01°36'09" East along said West line 414.53 feet to a point; thence South 87°08'28" West 537.71 feet to a point; thence North 47°24'59" East 180.27 feet to a point; thence North 52°53'37" East 202.72 feet to a point; thence North 58°08'42" East 30.80 feet to a point; thence North 53°33'59" East 56.78 feet to a point; thence North 01°35'29" West 138.69 feet to the Southwest corner of said Lot 10; thence North 87°05'29" East along the South line of said Lot 163.26 feet to the point of beginning. Containing 122,350 square feet or 2.8088 acres.

- **Tax Parcel No.:**

13-253-0000.101

EXHIBIT C

EXHIBIT A - CONTINUED



0162880
Tx:4124198

CSM3983

Document Number

Document Title

1042783

RUNALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
11/30/2016 9:13 AM
REC FEE: 30.00
PAGES: 7
EXEMPT #:

Recording Area

Name and Return Address

RUNALD A. VOIGT
P.O. Box 127
Cedarburg, WI 53012
630

Parcel Identification Number (PIN)

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.
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.43(2m) WRDA 2/99

318-98 (7/00)

7

EXHIBIT C

EXHIBIT A - CONTINUED

CERTIFIED SURVEY MAP NO. 3983

A division of Outlot 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 26, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County

SURVEYORS CERTIFICATE

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

I, JOHN P. CASUCCI, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of Outlot 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 26, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, bounded and described as follows:

COMMENCING at the Northeast corner of said 1/4 Section 26; thence South 0°06'45" West along the North line of said 1/4 Section 1334.265 feet to a point in the East line of the West 1/2 of the Northeast 1/4 of said Section 26; thence South 0°36'00" East along said East line 1274.68 feet to the Southwest corner of Lot 10 in Pine Ridge Subdivision, said point also the point of beginning of lands to be described; thence continue South 0°36'00" East along said West line of 1/4 Section to a point; thence South 47°00'20" West 537.71 feet to a point; thence North 47°24'50" East 110.27 feet to a point; thence North 52°53'37" East 282.72 feet to a point; thence North 60°10'52" East 30.80 feet to a point; thence North 52°13'50" East 56.73 feet to a point; thence North 61°55'39" West 130.09 feet to the Southwest corner of said Lot 10; thence North 07°46'25" East along the South line of said Lot 103.26 feet to the point of beginning.

Containing 122,350 square feet or 2.8088 acres.

THAT I have made such survey, land division and map by the direction of PINE RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, KEMP HILL SUBDIVISION HOMEOWNERS ASSOCIATION and KEMP HILL TRAILS HOMEOWNERS ASSOCIATION, INC., owners.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereon made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Ordinances of the City of Cedarburg, in surveying, dividing and mapping the same.


October 19, 2016
DATE:  *John P. Casucci* (SEAL)
JOHN P. CASUCCI
S-2005
REGISTERED LAND SURVEYOR S-2005

EXHIBIT C

EXHIBIT A - CONTINUED

CERTIFIED SURVEY MAP NO. 3983

A Division of Outlet 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 26, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County.

CORPORATE OWNERS CERTIFICATE

SANDHILL TRAILS HOMEOWNERS ASSOCIATION, INC duly organized and existing under and by virtue of the laws of the State of Wisconsin, do hereby certify that said association caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the Ordinances of the City of Cedarburg.

SANDHILL TRAILS SUBDIVISION HOMEOWNERS ASSOCIATION, INC, does further certify that this map is required by S.230.10 or 230.12 to be submitted to the following for approval or objection: City of Cedarburg

WITNESS the hand and seal of SANDHILL TRAILS SUBDIVISION HOMEOWNERS ASSOCIATION, INC, has caused these provisions to be signed by William A. Wieggers.

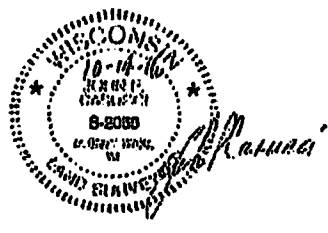
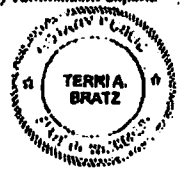
its President, this 15th day of November, 2016

SANDHILL TRAILS SUBDIVISION HOMEOWNERS ASSOCIATION, INC
William A. Wieggers
William A. Wieggers

STATE OF WISCONSIN)
) SS
Ozaukee COUNTY)

PERSONALLY came before me this 15th day of November, 2016. The above named William A. Wieggers, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said association and acknowledged that he executed the foregoing instrument as such officer, by its authority.

Terra A. Bratz (S) (S) (S)
Notary Public, State of Wisconsin
My commission expires 6-17-17



Sheet 4 of 6 Sheets

EXHIBIT A - CONTINUED

CERTIFIED SURVEY MAP NO. 3983

A division of Outlot 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 26, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County.

CORPORATE OWNER'S CERTIFICATE

KEUP TRAIL SUBDIVISION HOMEOWNERS ASSOCIATION, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said association caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the Ordinances of the City of Cedarburg.

KEUP TRAIL SUBDIVISION HOMEOWNERS ASSOCIATION, does further certify that this map is required by S.238.10 or 238.12 to be submitted to the following for approval or objection: City of Cedarburg

WITNESS the hand and seal of KEUP TRAIL SUBDIVISION HOMEOWNERS ASSOCIATION, has caused these presents to be signed by Robert Tillmann,

its President, this 22nd day of January, 2016.

KEUP TRAIL SUBDIVISION HOMEOWNERS ASSOCIATION

Robert Tillmann
Robert Tillmann

STATE OF WISCONSIN)
)SS
Ozaukee COUNTY)

PERSONALLY came before me this 22nd day of January, 2016, the above named Robert Tillmann, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said association and acknowledged that he executed the foregoing instrument as such officer, by its authority.

John G. ... (REAL)
Notary Public, State of Wisconsin
My commission expires 9-11-18



Sheet 5 of 8 Sheets

EXHIBIT C

EXHIBIT A - CONTINUED

CERTIFIED SURVEY MAP NO. 3983

A division of Outlot 1 to 1440 Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 28, Township 10 North, Range 21 East, in the City of Cedarburg, Oauidne County;

COMMON COUNCIL APPROVAL

Resolved, that this Certified Survey Map is hereby approved by the Common Council of the City of Cedarburg on this

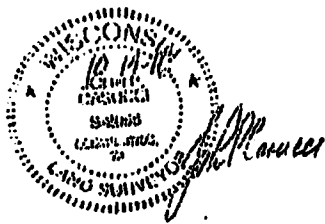
31st day of October, 2016

dated this 17th day of November, 2016.

[Signature]
Ray Kuehn, Mayor

I, Connie McHugh, City Clerk for the City of Cedarburg, hereby certify that the Certified Survey Map described herein was approved by the City Common Council at its meeting on 10/31/2016.

[Signature]
Connie McHugh, City Clerk



108886.CSM

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI,
PROFESSIONAL LAND SURVEYOR 8-2055

Sheet 6 of 6 Sheets

EXHIBIT C

EXHIBIT B

Subdivision Legal Descriptions and Tax Key Numbers

1. Keup Trails Subdivision:

• Legal Description:

Lots 1 thru 15 and Outlot 1 of Keup Trail Subdivision, located in the Southwest 1/4 of the Southeast 1/4 of Section 23 and the Northwest 1/4 of the Northeast 1/4 of Section 26, Town 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin.

• Tax Parcel No.:

Lot 1	13-226-0001.000
Lot 2	13-226-0002.000
Lot 3	13-226-0003.000
Lot 4	13-226-0004.000
Lot 5	13-226-0005.000
Lot 6	13-226-0006.000
Lot 7	13-226-0007.000
Lot 8	13-226-0008.000
Lot 9	13-226-0009.000
Lot 10	13-226-0010.000
Lot 11	13-226-0011.000
Lot 12	13-226-0012.000
Lot 13	13-226-0013.000
Lot 14	13-226-0014.000
Lot 15	13-226-0015.000
Outlot 1	13-226-0000.001

2. Pine Ridge Subdivision:

• Legal Description:

Lots 1 thru 10 of Pine Ridge, a redivision of Certified Survey Map No. 2546, Recorded in Volume 18 of Certified Survey Maps, Pages 286-288, as Document No: 490506 and located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 26, Town 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin.

• Tax Parcel No.:

Lot 1	13-253-0001.000
Lot 2	13-253-0002.000
Lot 3	13-253-0003.000
Lot 4	13-253-0004.000
Lot 5	13-253-0005.000

EXHIBIT C

Exhibit B - Continued

Lot 6	13-253-0006.000
Lot 7	13-253-0007.000
Lot 8	13-253-0008.000
Lot 9	13-253-0009.000
Lot 10	13-253-0010.000

3. To Be - Sandhill Trails Subdivision:

- Legal Description:

A Parcel of land being a part of the Northwest 1/4 of the Northeast 1/4, and a part of the Southwest 1/4 of the Northeast 1/4, all in Section 26, Township 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin, being more particularly described as:

Commencing at the North 1/4 corner of said Section 26; thence South 01° 51' 59" East, along the West line of the Northeast 1/4 of said Section 26 a distance of 1148.71 feet to a point on the Southeasterly right-of-way line of the Wisconsin Electric Power Company, said point being the point of beginning of this description; thence North 45° 47' 16" East along said Southeasterly right-of-way line 785.54 feet to a point; thence Northeasterly 753.02 feet on the arc of a curve whose center lies to the Southeast, whose radius is 5,656.21 feet and whose chord bears North 49° 36' 56" East 752.46 feet to the Northwest corner of Ozaukee County Certified Survey Map No. 2546; thence South 01° 35' 29" East along the West line of said Map and its Southerly extension 1191.01 feet to a point; thence South 53°33'59" West 56.78 feet to a point; thence South 58°08'42" West 30.80 feet to a point; thence South 52°53'37" West 202.72 feet to a point; thence South 47°24'59" West 180.27 feet to a point; thence South 87°06'28" West 335.71 feet to a point; thence North 01° 51' 59" West 185.43 feet to a point; thence South 87° 01' 45" West 452.40 feet to the West line of the Northeast 1/4 of said Section 26; thence North 01° 51' 59" West, along said West line 304.54 feet to the point of beginning, subject to an Easement for Keup Road over the West 33 feet. Containing 23.55 Acres, more or less.

To be known as Lots 1 thru 43, Sandhill Trails

- Tax Parcel No :

13-026-02-011.00
13-026-03-041.00



8 3 1 1 5 1 8
Tx: 4272598

Document Number

1043458
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
12/13/2016 10:10 AM
REC FEE: 30.00
PAGES: 16
EXEMPT #:

**FIRST AMENDMENT TO STORM WATER
MANAGEMENT PRACTICE MAINTENANCE
AGREEMENT**

Prepared by and return to:

Name and Return Address
Sandra J. DeLisle
Zilber Ltd.
710 N. Plankinton Avenue, Suite 1200
Milwaukee, WI 53203

\$30/wA

PIN# - See Exhibit A

This First Amendment to Storm Water Management Practice Maintenance Agreement ("First Amendment"), is made and entered into this 15th day of November 2016 ("Effective Date") by and between Keup Estates LLC ("Keup"), KL Pine LLC ("KL Pine"), HBT of Sandhill Trails LLC ("HBT") (collectively, "Developer"), Keup Trails Homeowner's Association ("KT-HOA"), Pine Ridge Homeowner's Association ("PR-HOA"), Sandhill Trails Homeowner's Association, Inc. ("ST-HOA") (collectively, "Association") and the City of Cedarburg, a Municipal Corporation located in the County of Ozaukee and the State of Wisconsin, ("City").

RECITALS:

A. Keup, KL Pine and City entered into a Storm Water Management Practice Maintenance Agreement dated April 28, 2015 and recorded on June 17, 2015 as document number 1019224 ("Agreement"), in regard to the maintenance and management of those certain storm water facilities ("Storm Water Facilities") serving the residential lots located within the Keup Trails Subdivision Final Plat and the Pine Ridge Subdivision Plat (the "Original Subdivisions", with real estate legal descriptions as set forth on Exhibit A).

B. HBT has acquired vacant real estate adjacent to the Original Subdivisions from Keup, which HBT is in the process of developing into single-family residential lots (hereinafter "Sandhill" with real estate legal description as set forth on Exhibit A). It is the intent of all parties hereto that Sandhill will share in and utilize the Storm Water Facilities along with the Original Subdivisions.

16

EXHIBIT C CONT.

C. The Original Subdivisions and Sandhill, as approved by the City, show the designated Outlot 1 of Certified Survey Map number 3983, with the legal description set forth on Exhibit A and as further depicted on Exhibit B ("Outlot"), as being the location of the Storm Water Facilities serving the Original Subdivisions and Sandhill. The ownership of the Outlot is as follows: 14.49% by the PR-HOA; 23.19% by the KT-HOA; and 62.32% by the ST-HOA.

D. The parties now desire to amend the Agreement to reflect the addition of ST-HOA as a responsible party under the Agreement, and to reflect that PR-HOA, KT-HOA and ST-HOA, shall be proportionately responsible for the maintenance and cost thereof, of the Storm Water Facilities located on the Outlot, in the manner required under the Agreement and as further specifically set forth in a separate recorded access and maintenance agreement between PR-HOA, KT-HOA and ST-HOA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree to amend the Agreement as follows:

1. **Recital Sections as Terms.** The terms and provisions contained in the recital sections A through D set forth above shall be incorporated herein and made a part hereof as binding terms and conditions of this First Amendment.
2. **Responsible Party.** Pursuant to the terms of the Agreement, the Developer as defined therein is the responsible party until such time as the Developer conveys its respective ownership interest in the Outlot to the respective Association entity. As of the Effective Date of this Amendment, Keup, KL Pine and HBT have conveyed their respective ownership interests in the Outlot to KT-HOA, PR-HOA and ST-HOA respectively. Therefore, commencing with the Effective Date, the Association as defined in this First Amendment as being KT-HOA, PR-HOA and ST-HOA collectively, is the Responsible Party for all purposes under the Agreement.
3. **Corrective Action Special Charge.** Section 3 of the Agreement provides that in the event the City is required to undertake any corrective action in relation to the Storm Water Facilities, the City may, in addition to any other remedies available in the Agreement, place a special charge against the individual lots of the Original Subdivisions for any unpaid corrective actions. Section 3 is hereby revised to include the individual lots of Sandhill as being subject to the special charge, in addition to the individual lots of the Original Subdivisions, pursuant to the terms set forth therein.
4. **Requirement to Record.** This First Amendment shall be recorded at the Ozaukee County Register of Deeds Office.
5. **Notices.** In addition to the Developer/Association contact information already set forth in Section 10 of the Agreement, the following contact information shall be added:

For Developer: HBT of Sandhill Trails LLC
 c/o Towne Realty, Inc. managing member
 Attention: James W. Doering
 710 North Plankinton Avenue
 Milwaukee, WI 53203

EXHIBIT C CONT.

CITY OF CEDARBURG

By: *Kip Kinzel*
Kip Kinzel, Mayor

By: *Constance K. McHugh*
Constance K. McHugh, City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

Personally came before me on this 17th day of November 2016, the above named Kip Kinzel, Mayor and Constance K. McHugh, City Clerk, of the above-named municipal corporation City of Cedarburg, to me known to be the persons executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Common Council from their meeting on the 31st day of October 2016.

Amy D. Kletzien
Notary Public, State of Wisconsin
My commission expires 4/26/19

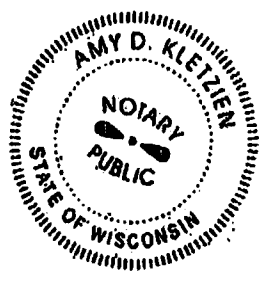


EXHIBIT C CONT.

CERTIFICATION

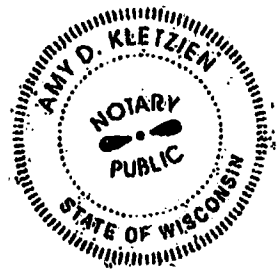
This is to certify that the foregoing is a true and correct copy of the First Amendment to the Storm Water Management Practice Maintenance Agreement for the collect Keup Trails Subdivision, Pine Ridge Subdivision and Sandhill Trails Subdivision all located within the City of Cedarburg, Wisconsin, as entered into on 15th day of November 2016 by and between Keup Estates LLC, KL Pine LLC, HBT of Sandhill Trails LLC, the Keup Trails Homeowners Association, the Pine Ridge Homeowners Association and the Sandhill Trails Homeowner's Association, Inc. and the City of Cedarburg, pursuant to the authorization by the Common Council from their meeting on the 31st day of October 2016.

BY THE COMMON COUNCIL

Constance K. McHugh
Constance K. McHugh, City Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
this 17th day of November, 2016.

Amy D. Kletzien
Notary Public, Ozaukee County, Wisconsin
My commission expires 4/26/19



This document was drafted by:
Sandra J. DeLisle, Esq.
Zilber Ltd.
710 N. Plankinton Avenue, Suite 1200
Milwaukee, WI 53203

EXHIBIT C CONT.

Exhibit A**Legal Descriptions and Tax Key Numbers****1. Keup Trails Subdivision:**• **Legal Description:**

Lots 1 thru 15 and Outlot 1 of Keup Trail Subdivision, located in the Southwest 1/4 of the Southeast 1/4 of Section 23 and the Northwest 1/4 of the Northeast 1/4 of Section 26, Town 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin.

• **Tax Parcel No.:**

Lot 1	13-226-0001.000
Lot 2	13-226-0002.000
Lot 3	13-226-0003.000
Lot 4	13-226-0004.000
Lot 5	13-226-0005.000
Lot 6	13-226-0006.000
Lot 7	13-226-0007.000
Lot 8	13-226-0008.000
Lot 9	13-226-0009.000
Lot 10	13-226-0010.000
Lot 11	13-226-0011.000
Lot 12	13-226-0012.000
Lot 13	13-226-0013.000
Lot 14	13-226-0014.000
Lot 15	13-226-0015.000
Outlot 1	13-226-0000.001

2. Pine Ridge Subdivision:• **Legal Description:**

Lots 1 thru 10 of Pine Ridge, a redivision of Certified Survey Map No. 2546, Recorded in Volume 18 of Certified Survey Maps, Pages 286-288, as Document No. 490506 and located in the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 26, Town 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin.

• **Tax Parcel No.:**

Lot 1	13-253-0001.000
Lot 2	13-253-0002.000
Lot 3	13-253-0003.000
Lot 4	13-253-0004.000
Lot 5	13-253-0005.000

EXHIBIT C CONT.

Exhibit A - Continued

Lot 6	13-253-0006.000
Lot 7	13-253-0007.000
Lot 8	13-253-0008.000
Lot 9	13-253-0009.000
Lot 10	13-253-0010.000

3. To Be - Sandhill Trails Subdivision:

• Legal Description:

A Parcel of land being a part of the Northwest 1/4 of the Northeast 1/4, and a part of the Southwest 1/4 of the Northeast 1/4, all in Section 26, Township 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin, being more particularly described as:

Commencing at the North 1/4 corner of said Section 26; thence South 01° 51' 59" East, along the West line of the Northeast 1/4 of said Section 26 a distance of 1148.71 feet to a point on the Southeasterly right-of-way line of the Wisconsin Electric Power Company, said point being the point of beginning of this description; thence North 45° 47' 16" East along said Southeasterly right-of-way line 785.54 feet to a point; thence Northeasterly 753.02 feet on the arc of a curve whose center lies to the Southeast, whose radius is 5,656.21 feet and whose chord bears North 49° 36' 56" East 752.46 feet to the Northwest corner of Ozaukee County Certified Survey Map No. 2548; thence South 01° 35' 29" East along the West line of said Map and its Southerly extension 1191.01 feet to a point, thence South 53°33'59" West 56.78 feet to a point; thence South 58°08'42" West 30.80 feet to a point; thence South 52°53'37" West 202.72 feet to a point; thence South 47°24'59" West 180.27 feet to a point; thence South 87°08'28" West 335.71 feet to a point; thence North 01° 51' 59" West 185.43 feet to a point; thence South 87° 01' 45" West 452.40 feet to the West line of the Northeast 1/4 of said Section 26; thence North 01° 51' 59" West, along said West line 304.54 feet to the point of beginning, subject to an Easement for Keup Road over the West 33 feet. Containing 23.55 Acres, more or less.

To be known as Lots 1 thru 43, Sandhill Trails

• Tax Parcel No.:

13-026-02-011.00
13-026-03-041.00

EXHIBIT C CONT.

Exhibit A - Continued

4. Outlot (Certified Survey Map Parcel):

• Legal Description:

A division of Outlot 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 26, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, bounded and described as follows:

COMMENCING at the Northeast corner of said 1/4 Section 26; thence South 87°06'45" West along the North line of said 1/4 Section 1333.355 feet to a point in the East line of the West 1/2 of the Northeast 1/4 of said Section 26; Thence South 01°36'09" East along said East line 1224.08 feet to the Southeast corner of Lot 10 in Pine Ridge Subdivision, said point also the point of beginning of lands to be described; thence continuing South 01°36'09" East along said West line 414.53 feet to a point; thence South 87°08'28" West 537.71 feet to a point; thence North 47°24'59" East 180.27 feet to a point; thence North 52°53'37" East 202.72 feet to a point; thence North 58°08'42" East 30.80 feet to a point; thence North 53°33'59" East 56.78 feet to a point; thence North 01°35'29" West 138.69 feet to the Southwest corner of said Lot 10; thence North 87°05'29" East along the South line of said Lot 163.26 feet to the point of beginning. Containing 122,350 square feet or 2.8088 acres.

• Tax Parcel No.:

13-253-0000.101

EXHIBIT C CONT.

EXHIBIT B

CSM3983

Document Number

Document Title



8 1 8 2 8 8 0
Tx:4124198

1042783

RUNALD A. VOIGT
OZAUKE COUNTY
REGISTER OF DEEDS
RECORDED ON
11/30/2016 9:15 AM
REC FEE: 30.00
PAGES: 7
EXEMPT #:

Recording Area

Name and Return Address

W1 AOT
P.O. Box 127
Cedarburg, WI 53012
630

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and \$7.00 to the recording fee. Wisconsin Statutes, \$9.43(2m) WRDA 2/99

315-52 (2/03)

EXHIBIT C CONT.

EXHIBIT B - CONTINUED

CERTIFIED SURVEY MAP NO. 3983

A division of Outlot 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 26, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

I, JOHN P. CASUCCI, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of Outlot 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 26, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, bounded and described as follows:

COMMENCING at the Northeast corner of said 1/4 Section 26; thence South 87°06'45" West along the North line of said 1/4 Section 1333.355 feet to a point in the East line of the West 1/2 of the Northeast 1/4 of said Section 26; thence South 01°36'00" East along said East line 1224.08 feet to the Southwest corner of Lot 10 in Pine Ridge Subdivision, said point also the point of beginning of lands to be described; thence continuing South 01°36'00" East along said West line 414.33 feet to a point; thence South 07°00'28" West 537.71 feet to a point; thence North 47°24'30" East 100.27 feet to a point; thence North 52°33'37" East 202.72 feet to a point; thence North 50°08'42" East 30.80 feet to a point; thence North 53°33'50" East 56.78 feet to a point; thence North 01°35'20" West 138.00 feet to the Southwest corner of said Lot 10; thence North 87°06'20" East along the South line of said Lot 103.26 feet to the point of beginning.

Containing 122,330 square feet or 2.8088 acres.

THAT I have made such survey, land division and map by the direction of PINE RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, KEUP TRAIL SUBDIVISION HOMEOWNERS ASSOCIATION and SANDHILL TRAILS HOMEOWNERS ASSOCIATION INC. owners

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Ordinances of the City of Cedarburg, in surveying, dividing and mapping the same.

October 19, 2016
DATE



John P. Casucci
JOHN P. CASUCCI, (SEAL)
REGISTERED LAND SURVEYOR 8-2055

EXHIBIT C CONT.

EXHIBIT B - CONTINUED

CERTIFIED SURVEY MAP NO. 3983

A division of Outlot 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 26, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County.

CORPORATE OWNER'S CERTIFICATE

PINE RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, duly organized and existing under and by virtue of the laws of the State of Wisconsin, its owner, certifies that said association caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the Ordinances of the City of Cedarburg.

PINE RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Cedarburg

WITNESS the hand and seal of PINE RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, has caused these presents to be signed by Robert Tillman,

its President, this 22nd day of November, 2011

PINE RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION

Robert Tillman
Robert Tillman

STATE OF WISCONSIN)
) SS
Ozaukee COUNTY)

PERSONALLY came before me this 22nd day of November, 2011, the above named Robert Tillman, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ of said association and acknowledged that he executed the foregoing instrument as such officer, by his authority.

James C. ... (SEAL)
Notary Public, State of Wisconsin
My commission expires 9-11-11

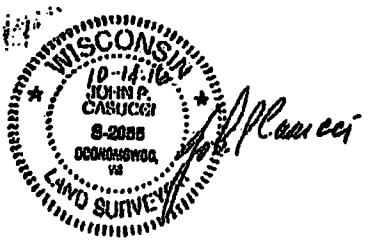


EXHIBIT C CONT.

EXHIBIT B - CONTINUED

CERTIFIED SURVEY MAP NO. 3983

A division of Outlot 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 28, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County.

CORPORATE OWNER'S CERTIFICATE

SANDHILL TRAILS HOME OWNERS ASSOCIATION, INC duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certify that said association caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the Ordinances of the City of Cedarburg.

SANDHILL TRAILS SUBDIVISION HOMEOWNERS ASSOCIATION, INC, does further certify that this map is required by S.238.10 or 238.12 to be submitted to the following for approval or objection: City of Cedarburg

WITNESS the hand and seal of SANDHILL TRAILS SUBDIVISION HOMEOWNERS ASSOCIATION, INC, has caused these presents to be signed by William A. Wigchers,

its President, the 15th day of November, 2016.

SANDHILL TRAILS SUBDIVISION HOMEOWNERS ASSOCIATION, INC

[Signature]
William A. Wigchers

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

PERSONALLY came before me this 15th day of November, 2016, the above named William A. Wigchers, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said association and acknowledged that he executed the foregoing instrument as such officer, by its authority.

[Signature] (SEAL)
Notary Public, State of Wisconsin
My commission expires 6.1.2.17



EXHIBIT C CONT.

EXHIBIT B - CONTINUED

CERTIFIED SURVEY MAP NO. 3983

A division of Outlot 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 26, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County.

CORPORATE OWNER'S CERTIFICATE

KEUP TRAIL SUBDIVISION HOMEOWNERS' ASSOCIATION, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certify that said association caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the Ordinances of the City of Cedarburg.

KEUP TRAIL SUBDIVISION HOMEOWNERS' ASSOCIATION, does further certify that this map is required by S.238.10 or 238.12 to be submitted to the following for approval or objection: City of Cedarburg

WITNESS the hand and seal of KEUP TRAIL SUBDIVISION HOMEOWNERS ASSOCIATION, has caused these presents to be signed by Robert Tillman,

its President this 22nd day of November, 2011

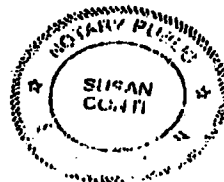
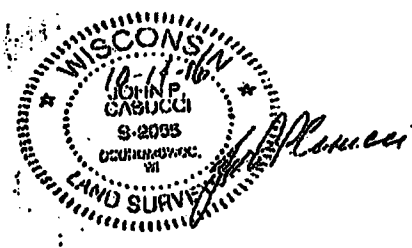
KEUP TRAIL SUBDIVISION HOMEOWNERS' ASSOCIATION

Robert Tillman
Robert Tillman

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

PERSONALLY came before me this 22nd day of November, 2011, the above named Robert Tillman, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ of said association and acknowledged that he executed the foregoing instrument as such officer, by its authority.

Dustin Coats (SEAL)
Notary Public, State of Wisconsin
My commission expires 9-11-12



Sheet 5 of 6 Sheets

EXHIBIT C CONT.

EXHIBIT B - CONTINUED

CERTIFIED SURVEY MAP NO. 3983

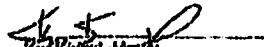
A division of Quarter 1 in Pine Ridge Subdivision and lands, being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 28, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County.

COMMON COUNCIL APPROVAL

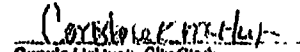
Resolved, that this Certified Survey Map is hereby approved by the Common Council of the City of Cedarburg on this

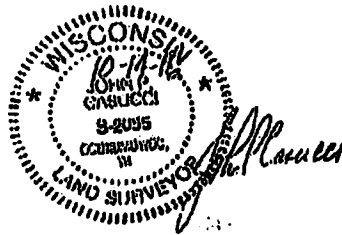
31st day of October, 2016

dated this 17th day of November, 2016.


Rip Rittner, Mayor

I, Corinne McHugh, City Clerk for the City of Cedarburg, hereby certify that the Certified Survey Map described herein was approved by the City Common Council at its meeting on 10/31/2016.


Corinne McHugh, City Clerk



168888.CSM

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI,
PROFESSIONAL LAND SURVEYOR 8-2055

Sheet 6 of 6 Sheets

EXHIBIT C CONT.

109224 - 1



Document Number

Storm Water Management Practice Maintenance Agreement

1019224

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
06/17/2015 10:19 AM
REC FEE: 30.00
PAGES: 3
EXEMPT #:

Keup Estates LLC and Kl Pine LLC (hereinafter "Developer"), as Owner of the Property described below, in accordance with the City of Cedarburg requirements and Chapter NR 216 of the Wisconsin Statutes, agrees to install and maintain storm water management practices on the subject Property in accordance with approved plans and permit(s) conditions.

WHEREAS, the Developer is the owner of certain lands located within Keup Trail Subdivision Final Plat and Pine Ridge Subdivision Plat (hereinafter referred to as "Subdivision") and described as:

All of outlot 1 of Pine Ridge Subdivision and an area within the future outlot of Keup Trails Subdivision phase 2 described as:

Commencing at the Southeast corner of lot 2 of CSM #2546 a recorded CSM in the office of the register of deeds for Ozaukee County and the point of beginning; thence South 01° 36' 19" East, 295.00 feet; thence South 87° 08' 28" West, 537.28 feet; thence North 47° 25' 00" East, 184.66 feet; thence North 53° 00' 45" East, 198.43 feet; thence North 58° 08' 42" East, 30.80 feet; thence North 53° 32' 41" East, 57.23 feet; thence North 01° 35' 57" West, 18.94; thence North 87° 06' 11" East, 162.43 feet. (hereinafter "Property")

WHEREAS, the Developer wishes to set forth the obligations for maintenance of the storm water management practices on the Property;

Name and Return Address

Wis Abstract & Title
N61 W6088 Columbia Rd.
Cedarburg, WI 53012

#30

Outlot 1

13-253-00-000.01

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties to this Agreement agree as follows:

1. Responsible Party. The Developer, on behalf of itself, and its successors and assigns, including the Associations, as current or future title holder(s) to the Property located and identified above, shall be deemed the Responsible Parties to maintain the storm water management practices and drainage easements in perpetuity.

2. Property Legal Description. The Property subject to this agreement is legally described as follows:

All of outlot 1 of Pine Ridge Subdivision and an area within the future outlot of Keup Trails Subdivision phase 2 described as:

Commencing at the Southeast corner of lot 2 of CSM #2546 a recorded CSM in the office of the register of deeds for Ozaukee County and the point of beginning; thence South 01° 36' 19" East, 295.00 feet; thence South 87° 08' 28" West, 537.28 feet; thence North 47° 25' 00" East, 184.66 feet; thence North 53° 00' 45" East, 198.43 feet; thence North 58° 08' 42" East, 30.80 feet; thence North 53° 32' 41" East, 57.23 feet; thence North 01° 35' 57" West, 18.94; thence North 87° 06' 11" East, 162.43 feet. (hereinafter "Property")

3. Default by Responsible Party; Access and Maintenance Grant to City. The City of Cedarburg, or its designee, is authorized to access the Property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the minimum storm water practice maintenance requirements of the City Code of Ordinances.

EXHIBIT C CONT.

05224-2

as a special charge pursuant to Wis. Stats. § 66.0627, or if) place the cost of the corrective action, prorated by the number of residential lots in the Pine Ridge Subdivision, on the tax roll of each residential lot within the Subdivision as a special charge pursuant to Wis. Stats. § 66.0627. In the event that lots are created by approved Final Plat in Keup Trails Subdivision, Phase II, at the time of the corrective action, the City may include the lot owners of Keup Trails Subdivision, Phase II in the prorated special charge described above. Nothing herein shall be deemed or interpreted to limit the authority or available remedies of the City, including, but not limited to, the authority to special assess pursuant to Wisconsin Statutes.

- 4. Severability. All provisions of this Agreement are severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- 5. Binding Agreement. All provisions of this Agreement, including the benefits and burdens hereunder, run with the property and are binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- 6. Amendment; Termination. This Agreement may be amended or terminated by a document signed by the Developer, Association and the City.
- 7. Requirement to Record. This Agreement and any subsequent amendments thereto shall be recorded at the Ozaukee County Register of Deeds.
- 8. Governing Law. This Agreement at all times shall be enforced in accordance with the laws of the State of Wisconsin.
- 9. Assignment. A Responsible Party's obligations may not be assigned to another party without the prior written consent of City except that such consent is not required when a Responsible Party as property owner transfers fee simple title to a buyer who will assume the maintenance responsibilities of the owner-responsible party.
- 10. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:
 City of Cedarburg

 c/o City Administrator
 W63 N645 Washington Avenue
 Cedarburg, WI 53012

FOR THE DEVELOPER:

 KL Pine, LLC and Keup Estates, LLC
 c/o Robert Tillmann
 1055 Spring Street
 Grafton, WI 53024

FOR THE ASSOCIATION

 c/o Robert Tillmann
 1055 Spring Street
 Grafton, WI 53024

11. This Agreement shall run with the Property and be binding upon the successors and assigns. The Developer warrants and represents that the representative executing this Agreement is duly authorized to do so.

INTENTIONALLY BLANK

EXHIBIT C CONT.

019224-3

Dated this 28 day of April, 2015

Developer:
Keup Estates, LLC and KL Pine, LLC

Robert Tillman
(Owners Signature)

Robert Tillman, Manager
(Owners Typed Name)

Acknowledgements

Florida
(State of Wisconsin)
Lee) ss
(County of Ozaukee)

Personally came before me this 28 day of April, 2015, the above named Robert Tillman, Manager of Keup Estates, LLC and KL Pine, LLC to me know to be the person who executed the foregoing instrument and acknowledged the same.



Darin Grotrian
Notary Public, Darin Grotrian Lee County, FL
My commission expires: 01/30/2018

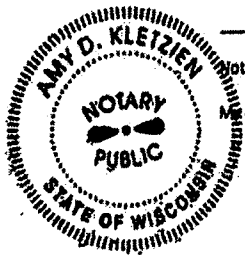
City:

Kip Kinzel
Kip Kinzel, Mayor
Connie McHugh
Connie McHugh, Clerk

Acknowledgements

(State of Wisconsin)
) ss
(County of Ozaukee)

Personally came before me this 4th day of May, 2015, the above named Kip Kinzel, Mayor of the City of Cedarburg and Connie McHugh, Clerk of the City of Cedarburg, to me know to be the person who executed the foregoing instrument and acknowledged the same.



Amy D. Kletzien
Notary Public, Ozaukee County, WI
My commission expires: 4/26/19

This document was drafted by:
Attorney Michael P. Herbrand
1650 9th Avenue
Grafton, Wisconsin, 53024