

DOCUMENT NO.

October Fields
Village of Lisbon
Declaration of Restrictions and Covenants
DOCUMENT TITLE

LEGAL DESCRIPTION OF OCTOBER FIELDS SUBDIVISION

All that part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 28, Town 8 North, Range 19 East, in the Village of Lisbon, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 28, said point being the place of beginning of lands hereinafter described;

Thence North 89°01'36" East and along the North line of said Southwest 1/4 Section, 1124.78 feet to a point; Thence South 00°58'24" East and along the West line of Unplatted Lands, 208.95 feet to a point; Thence North 89°01'36" East and along the South line of said Unplatted Lands and parallel to the said North line, 201.32 feet to a point on the East line of the West 1/2 of said Southwest 1/4 Section; Thence South 00°21'47" East and along the said East line of the said West 1/2, 1775.34 feet to a point; Thence South 89°13'39" West and along the North line of Unplatted Lands and parallel to the South line of said Southwest 1/4 Section, 1324.51 feet to a point on the West line of said Southwest 1/4 Section; Thence North 00°28'20" West and along the said West line, 1979.63 feet to the point of beginning of this description.

Said Parcel contains 2,586,532 Square Feet (or 59.3786 Acres) of land, more or less.

THIS SPACE FOR RECORDING DATA

RETURN TO: **MK/JC, LLC**
11600 W. Lincoln Avenue
West Allis, WI 53227

PARCEL IDENTIFICATION NUMBER

October Fields

Village of Lisbon, Waukesha County, Wisconsin

August 15, 2024

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, MK/JC, LLC with offices located at 11600 W. Lincoln Avenue, West Allis, Wisconsin 53227, owns all of the Lots in October Fields, Village of Lisbon, Waukesha County, Wisconsin.

WHEREAS, MK/JC, LLC intending to establish a general plan for the use, occupancy and enjoyment of October Fields, consisting of forty (40) single family residential Lots and four (4) Outlots, as shown on the final subdivision plat recorded in the office of the Waukesha County Register of Deeds, hereinafter referred to as "Subdivision", desires to subject all the Lots and Outlots within the Subdivision, each Lot and Outlot of the same hereinafter referred to as a "Lot" and "Outlot" respectively, to certain restrictions and covenants contained in this document, hereinafter referred to as "Declaration";

NOW THEREFORE, LET IT BE KNOWN that each and every person, party or entity hereafter purchasing, owning or in any way taking possession of any Lot in the Subdivision, shall do so subject to the following restrictions and covenants, to wit:

1. PURPOSE. To adequately provide for high-quality improvement of the Subdivision in order to preserve and enhance the value of investments made by purchasers of Lots. These restrictions and covenants achieve this purpose by:

- ensuring the best use and most appropriate development and improvement of each building site;
- protecting Lot Owners from the use of adjacent building sites in a way that detracts from the residential value of their property;
- guarding against the erection of poorly designed or proportioned structures;
- achieving harmonious use of material and color schemes;
- encouraging attractive homes with appropriate locations on each Lot;
- maintaining proper setbacks from streets and adequate free spaces between structures;
- ensuring that the Subdivision public streets remain free of debris and refuse during initial home construction.

ZONING LAWS, etc. In addition to the provisions outlined in this document, all Lots shall be subject to all Village of Lisbon, Waukesha County and the State of Wisconsin ordinances, zoning laws, building codes and other regulations as if they were fully set forth herein, as applicable. The provisions of the Developer's Agreement for October Fields Subdivision, as applicable, shall also be incorporated herein. Lot Owners shall conform to all applicable laws concerning Lot improvements and usage. If any of the restrictions and covenants contained herein are more restrictive than applicable State, County or Village of Lisbon Code requirements, this Declaration shall govern and control.

2. GENERAL LOT USE AND BUILDING TYPE.

a. Lot Use.

- Each Lot may only contain a single-family residence, an accessory buildings/structure, such as a detached garage or shed, an in-ground swimming pool and other similar improvements. Such accessory building/structure shall meet the Village of Lisbon Building Code requirements. No structures and accessory buildings/structures shall be constructed on a Lot without the advance approval of the **October Fields** Architectural Control Committee ("ACC") (see section 5). Swimming pools, pool heaters, filters, etc. must comply with the Village of Lisbon Building Code and Swimming Pool Ordinance requirements.
- No primary structure shall be constructed, altered, placed, maintained or permitted upon any Lot except one (1) newly constructed, private, permanent, single-family dwelling ("Home") designed for (and limited to) occupancy of only a single family group, not exceeding two (2) stories in height from the determined final Lot grade at highest point of building's foundation. Nor may the dwelling be more than three (3) stories in height, where one (1) floor elevation is set below the determined final Lot grade at the building foundation. Detached structures are permitted pursuant to Section 2(c) below.

- Grading of Lots in the Subdivision must be completed in substantial compliance with the master grading plan on file with the Village of Lisbon Building Inspection Department. Deviations from the master grading plan must be approved by the ACC and by the Village Board, subject to Village of Lisbon Engineering review.
 - Any Home previously approved for construction on any Lot may be altered and/or the exterior remodeled, only upon prior approval of such change(s) by the ACC and the Village of Lisbon Building Inspector. In the event of catastrophic loss, permission is hereby granted to rebuild the Home in accordance with the original approved plans, without the need for obtaining approval of the ACC.
- b. Attached Garage Required.** Each Home shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of six hundred (600) square feet. The exterior surfaces of the garage shall be consistent and harmonious with the exterior materials placed upon the main body of the Home.
- c. Detached Building Permitted.** One detached accessory building is permitted with the prior approval of the ACC and the Village of Lisbon Building Inspector. A detached garage or shed must substantially conform in appearance to the style of the home with regard to siding, colors, roof pitch, windows and doors. Detached garages shall be no larger than one thousand (1,000) square feet, sheds shall be no larger than 120 square feet, they must conform to all Village of Lisbon Building and Zoning ordinances and have a maximum height of 16'. Sheds must be placed on concrete slabs and be attached to the slabs with bolts.
- d. Fencing.** Fences shall be permitted in the rear and side yards of the Lot with prior approval of the ACC. Fences located in the side yard shall not to extend beyond the plane of the rear elevation of the Home. Fences shall be no more than five (5) feet in height and shall be black aluminum fencing with a wrought iron appearance. On a case-by-case basis the ACC may approve a different color other than black, but the ACC has no obligation to do so. Approval may also be granted for privacy or retaining walls made of stone or other masonry constructed as part of a landscaping plan at the sole discretion of the ACC. All fences must be approved and permitted by the Village of Lisbon Building Inspector. For Lots that have frontage on two (2) public streets, fencing may be erected such that the fence is set even with or behind the side elevation of the Home facing the street. Any exception to the fence setback requirements will require approval from the ACC and a permit from the Village Building Inspector.
- e. Signs.** Signs of any size or type are not permitted, except signs placed upon the Lot promoting the sale of the Lot or contractor signs posted during the term of Home construction. Permitted signs shall not exceed eight (8) square feet in size. **MK/JC, LLC** may, however, erect and maintain up to four (4) temporary signs promoting the Subdivision that do not exceed thirty-two (32) square feet in area until **MK/JC, LLC** no longer owns any Lots in the subdivision or December 31st, 2028, whichever is later.
- f. Swimming Pools.** Only in-ground swimming pools will be considered on a case by case basis by the ACC and all pools must comply with the Village of Lisbon Swimming Pool Ordinance.

g. Home Design. Each Home shall be designed by a professional home designer or architect experienced in home design and the exterior design of the Home shall be subject to ACC approval. Approved exterior elevation designs shall consist of Traditional, Early American, Provincial, Williamsburg, Victorian or Colonial styles. Roof pitches shall have a minimum of 8/12 pitch or greater unless architecturally not feasible. The roofs on all dwelling units must match the overall pitch of the home. The roof pitch of a garage or shed must conform to that of the Home.

h. Minimum Building Living Area. The minimum floor area of each Home shall be measured along the exterior walls of the Home, not including the garage, and shall be no less than the following schedule:

One Story Dwelling	2,200 square feet
One and One-Half Story Dwelling	2,600 square feet total
Two Story Dwelling	2,600 square feet total

Note: Other Village of Lisbon Building and Zoning Code restrictions may apply that may be more restrictive.

i. Bathrooms. Each dwelling shall contain a minimum of two (2) full baths.

j. Exterior Building Materials. The exterior materials on each Home shall consist of LP Smart Side or Hardi-Plank siding. Masonry material shall be required on each Home in an amount that is architecturally appropriate for the design of the Home. The ACC may waive this requirement if the masonry material is not appropriate for the style of the Home. Fiber cement or composite corner boards and window trim, a minimum of six (6) inches in width, shall be placed on all outside building corners and around all windows, doors and vents. Roof shingles shall be dimensional design asphalt. Use of other materials is subject to approval of the ACC. Soffit and fascia material may be aluminum, wood, fiber cement, composite or other ACC approved materials.

k. Minimum Building Setback. The minimum front setback of any dwelling or structure shall be fifty (50) feet. The minimum side yard setback shall be twenty (20) feet on each side except for those Lots that have frontage on two (2) public streets, in which case the fifty (50) foot setback is required from each street. Each dwelling shall have a minimum rear yard of twenty (20) feet. Exceptions to setbacks will require approval from the Village of Lisbon and the ACC.

l. Utilities. Electric, gas, telephone and cable television services shall be provided to each home by the installation of underground lines.

m. Outside Storage/Antennae/Window Air Conditioners.

- No outside storage or parking of boats or trailers, recreational vehicles, lawn equipment, non-working vehicles, commercial vehicles, miscellaneous equipment or similar vehicles or equipment shall be permitted.
- The intent of this Declaration is to require all passenger vehicles be parked within the garage. No more than two (2) passenger vehicles owned by residents of a Home shall be parked in the driveway. This requirement does not apply to vehicles operated by daily visitors.

- No exterior antennae are permitted except satellite dishes no greater than eighteen inches (18") in diameter. Satellite dishes must be located on the house in an area approved by the ACC, but not on the front facade of the house or in the front yard.
 - No window air conditioning units of any type are permitted.
- n. **Nuisances.** No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done on or to a Lot which is or may become a nuisance or annoyance to the neighborhood. Trash, recycling and other waste shall be kept in sanitary containers and stored in the attached garage. All Lot owners shall comply with the provisions of Chapter 5 "Nuisances" of the Village of Lisbon Zoning Code.
- o. **Occupancy.** No dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the Village of Lisbon Building Inspector.

3. ANIMALS, LIVESTOCK, POULTRY. No livestock, poultry or other type animals shall be raised, bred or kept in a residence or outside on any Lot. No more than a total of three (3) dogs and/or cats are allowed to be kept inside or outside any Home under these this Declaration. The ACC shall enforce this restriction. Any outdoor animal kennel must be approved, in advance, by the ACC as to location, size and design.

4. OWNERS ASSOCIATION.

- a. **Owners Association to be Created.** **MK/JC, LLC** shall create a non-profit corporation to be known as the **OCTOBER FIELDS OWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association".
- b. **Purpose.**
- To maintain commonly owned lands including but not limited to all drainage easements, stormwater ponds, Outlots, and entrance landscaping together with any other commonly owned amenity that may be provided by **MK/JC, LLC** or the Association, and that may exist from time to time;
 - To assess the pro rata share of the cost of maintenance and other expenses incurred from operation of the Association, upon the individual Lot Owners, and to collect such assessments, and;
 - To establish an Architectural Control Committee (ACC) to review and approve plans and specifications of all improvements on a Lot and govern the land use, development and construction of the Homes and other improvements in the Subdivision upon termination of **MK/JC, LLC's** involvement in the Subdivision in controlling and managing the ACC as described below.
- c. **Membership.** Each Lot Owner, whether one (1) or more, shall be a member of the Association, however, each Lot shall only represent one (1) vote in the affairs of the Association, regardless of the number of Owners of a Lot. Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.
- d. **Directors and Officers of the Association.** An initial Board of Directors of three (3) members will be appointed by **MK/JC, LLC** ("Board"). The Board shall name the Association officers and the ACC members. **MK/JC, LLC** shall establish the initial Board prior to the sale of twelve (12) Lots in the Subdivision. Prior to the sale of the

final Lot, the term of the initial Members of the Board will be at the discretion of **MK/JC, LLC**, its successors or assigns. At the first annual meeting after the sale of the final **MK/JC, LLC** owned Lot, the Association members shall elect a new Board of Directors from the members of the Association.

- e. Annual and Special Meetings.** A meeting of the Association members must be held annually at a date, time and location to be determined by the Board of Directors. The purpose of the meeting will be to cover various issues affecting the members including, but not limited to, the annual budget, Subdivision improvements, election of new Directors and other business deemed necessary by the Board. The initial annual meeting shall be held within sixty (60) days after **MK/JC, LLC** has sold the last Lot in the Subdivision, or at such earlier time as determined by **MK/JC, LLC**. A special meeting may be called by a majority of the Board or be called upon petition of twenty percent (20%) of the Lot Owners following provision of a notice thereof at least forty-eight (48) hours prior to convention.
- f. Operating Budget and General Annual Assessment.**
- Commencing with calendar year 2025 and for each subsequent year thereafter, the Board shall prepare an operating budget covering the period January 1st through December 31st of each year. The adopted budget shall be posted in a conspicuous area within the Subdivision or delivered to each Lot Owner, at the sole discretion of the Board.
 - In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, determined solely by the Board, for the purpose of paying the costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of Outlot real estate taxes, maintenance, repair, replacement and additions to the commonly owned improvements and property, and the cost of labor, equipment, materials, management and supervision thereof.
 - The amount of the annual general annual assessment shall be determined in the month of December in the prior calendar year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at the Association's annual membership meeting, may be required for the ensuing calendar year. Such assessments shall be paid by each Lot Owner to the Association in a lump sum, on or before the first day of March of each year.
- g. Special Assessments.** A special assessment may be levied upon each Lot by the Board for the purpose of paying for any unexpected repair or replacement of commonly owned improvements or property, if consented to by a majority of the Association members present at the annual meeting or a special membership meeting called for that purpose.
- h. Delinquent Assessments.** If any assessment, general or special, is not paid on the date when due, then the assessment shall become delinquent, and shall, together with such interest thereon and costs of collection, reasonable attorney's fees and any lien recording fees thereof as hereinafter provided, shall become a continuing lien on the assessed Lot which shall bind such Lot in the hands of the then Owner, his or her heirs, representatives, successors and assigns. Such assessment shall also be a personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law, file a mechanic's lien or lien in equity against the Owner personally obligated to pay

the same and foreclose the lien against the Lot, and there shall be added to the amount of such assessment the entire cost of collection, including reasonable attorney's fees and cost of recording and releasing any lien.

- i. **Certificates.** The Board shall, upon request, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The Board may impose a reasonable charge for each such certificate requested and issued.
- j. **Duties and Authority.** The administration of these this Declaration, subject to the provisions of Paragraph 5, as well as the authority to run the day-to-day operations of the Association, is vested in the Board of Directors.
- k. **No Fees or Assessments in Event of Tax Forfeiture.** Neither Waukesha County nor the Village of Lisbon shall be liable for any fees or special charges in the event that Waukesha County or the Village of Lisbon become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- l. **Maintenance of Common Areas, Drainage Facilities and Signage.** The Association is responsible to landscape and maintain all commonly owned improvements and property, drainage facilities, easements and entrance signage. In the event the Association does not properly landscape or maintain any commonly owned improvement or property, drainage facility, easement or entrance signage, the Village of Lisbon may send written notice to the Association indicating that the Village has determined that the commonly owned improvements and property, drainage areas, easement or entrance signage are not being properly landscaped and/or maintained, and further indicating that the Village of Lisbon will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the commonly owned improvements and property, drainage facility, easement and/or entrance sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Lisbon shall then have the authority, but not the obligation, to landscape and/or maintain any such commonly owned improvement and property, drainage facility, easement and/or entrance sign referred to in said notice and shall have the right to charge the Lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Lot owner within the period fixed by the Village of Lisbon, charges shall become a lien upon the Lot owner's Lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot owner's Lot as provided in Section 66.0627, Wis. Stats.

5. ARCHITECTURAL CONTROL COMMITTEE (ACC). MK/JC, LLC will initially form an Architectural Control Committee consisting of three (3) persons appointed by MK/JC, LLC hereinafter referred to as "ACC".

- a. **Procedures.** The ACC's consent, approval or disapproval of plans and specifications for any improvement on a Lot, as provided herein, shall be in writing. In the event the ACC fails to act on any matter presented to it within sixty (60) days after application (application meaning the submittal of a written request plus copies of building plans,

specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Paragraph 2 only. No other provisions of this Declaration requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC.

- b. Responsibility and Purpose.** In order to achieve the purposes set forth in Paragraph 1 above, certain site improvements are subject to written approval by the ACC. These include, but are not limited to, Homes, other buildings or structures of any type, fencing, swimming pools, landscaping and modification or other change to approved drainage patterns (NOTE: changes which will alter drainage patterns will be in violation of the approved site grading plan and/or recorded drainage easements and will require the approval of the Village of Lisbon Engineering Department). The ACC shall have the right to reject any such proposed improvement on or alteration to any Lot, which in its conclusive judgment, is not in conformity with this Declaration or is not desirable for aesthetic or other detrimental reasons. In approving or disapproving plans and specifications for such improvements, the ACC may take into consideration, among other things, the suitability of the proposed improvements, the exterior color schemes to be used for any building or structure, the general design and materials to be used and the compatibility of the improvement with surroundings Lots.
- c. Right To Waive Non-Compliance.** The ACC shall have the right to waive minor infractions or deviations from this Declaration in cases of hardship, provided the Village of Lisbon Building and Zoning Codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.
- d. MK/JC, LLC Control of ACC.** So long as **MK/JC, LLC**, its successors or assigns, shall own any Lot in OCTOBER FIELDS, the authority, responsibility and functions of the ACC shall be vested in and exercised solely by **MK/JC, LLC**, its successors or assigns, acting through its Board of Directors. When **MK/JC, LLC**, its successors or assigns has transferred ownership in all the Lots, the ACC shall then be transferred to the members of the Association elected under the provisions of Paragraph 4.d. above.
- e. Landscaping and Grading Requirements.**
- **Landscaping and Erosion Control.** Final grading shall be in conformance with Subdivision's master grading plan and establishment of a finished lawn must be completed within ninety (90) days of Completion of the Home occurring between April 1st and August 1st OR by June 1st for completion between August 2nd and March 30th. During the period of time between gaining occupancy of a Home ("Completion") and establishment of the finish lawn, the Homeowner is responsible for installing and/or maintaining erosion controls for their Lot in accordance with all Village, County and DNR requirements. All other landscaping must be completed within one (1) year of Completion. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting three (3) trees in the front yard along the road right-of-way of at least two and one half inch (2 ½") caliper upon each Lot, species to be designated by Developer in accordance with the Village's approved street tree list; (c) grass cover established over the balance of the Lot and within the Village's right-of-way abutting a Lot; thereafter, each Lot Owner is responsible for the upkeep and continuous maintenance of all landscaping under the Owners control.
 - **Uniform Mailbox Required.** Developer will furnish and install group mailboxes in a location determined by the U.S. Postal Service and the Village of Lisbon. The

initial buyer of each Lot shall purchase a mailbox for \$500, which includes the cost of installation, from **MK/JC, LLC** at the time of the Lot closing.

- **Grading.** Each Lot owner must strictly adhere to, and finish grade its Lot in accordance with the grading plan, or any amendment thereto, approved by the Village Board and Village Engineer, on file in the office of the Village Clerk for the Village of Lisbon. **MK/JC, LLC** and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the Lot owner is responsible for cost of the same.
- **No filling of stormwater facilities allowed.** During the grading and landscaping of each Lot in the Subdivision, no part of an Outlot, drainage easement or stormwater management facility that is delineated on the recorded subdivision plat or grading plan shall be filled or altered in any way without the approval of all necessary governing bodies including the Village of Lisbon.
- **Improvements may require permits.** Site improvements of any type that are placed upon or maintained within the public street right-of-way (walks, driveways, etc.) or drainage easements require a permit from the Village of Lisbon and/or the State of Wisconsin, as may be applicable, which shall be obtained before construction of the improvement is commenced.

6. STREET MAINTENANCE AND EROSION CONTROL BOND.

- a. **Deposit.** Upon approval of Home plans and specifications by the ACC, each Lot Owner will be required to deposit in escrow with **MK/JC, LLC** the sum of five hundred dollars (\$500.00) to guarantee Lot Owner completion of the finish landscaping, driveway, planting three (3) trees within one (1) year of Completion and road cleaning. It is the responsibility of the Lot Owner to ensure that its agents or contractors maintain, at all times, streets within the Subdivision clear of any type of mud, dirt, material or other debris, especially during landscaping of a Lot. Also, it is the responsibility of the Lot Owner to ensure that its agents or contractors maintain, at all times, the erosion controls in place on the Lot and/or install new erosion controls to meet the intent of the erosion control plan. Failure of the Lot Owner to regulate its agents or contractors in this regard will cause **MK/JC, LLC** to perform the work to clear and clean the street and/or install appropriate erosion controls as required and to charge the cost of the work to the Street Maintenance and Erosion Control Bond account deposited by each Lot Owner in accordance with this paragraph. Once Lot Owner completes the finish landscape and driveway requirements, the Street Maintenance and Erosion Control Bond will be refunded in full unless a portion of the bond was retained to pay for the cost erosion control installation or roadway clean-up by **MK/JC, LLC**.
- b. **Excess Costs.** In the event **MK/JC, LLC** is required to perform street cleaning operations or install additional erosion controls in which the costs exceed the Lot Owner's deposited amount under this Section 6, **MK/JC, LLC** will assess the respective Lot for the additional costs. Failure of the Lot Owner to reimburse **MK/JC, LLC** for any such additional costs within ten (10) days of being billed, will give **MK/JC, LLC** the right to file and foreclose a mechanic's lien upon the Owner's Lot. **MK/JC, LLC** shall be reimbursed the actual cost of performing the work under this section plus a management fee equal to twenty-five percent (25%) of the actual cost.
- c. **Use of Deposited Funds.** Each individual Lot Owner's deposit under this Paragraph 6 is for the sole and exclusive use of each respective Lot Owner and each Lot Owner's

deposited funds shall not be used to offset the costs created by acts of other Lot Owners, except in the instance where the violator of these requirements cannot be readily determined; then all Lot Owners having funds on deposit shall be charged equally.

7. SUBDIVISION UTILITY, DRAINAGE EASEMENTS. Upon its creation, the Association has the right to record utility and/or drainage easements under and across all Lots and Outlots and to implement improvements in these easements as necessary to provide additional services to all Lots in the Subdivision. These improvements may include, but are not limited to, drainage improvements to alleviate drainage problems, addition of pipes for drainage and addition of private utilities.

8. OWNERSHIP OF OUTLOTS. Each Lot owner within the Property shall have an equal undivided interest in the Outlots depicted on the final subdivision plat, and all deeds and other conveyances of any Lot within the Subdivision shall be deemed to include such interest in the Outlots, whether or not so specifically stated in any such deed or other conveyance.

9. POSSIBLE FUTURE EASEMENTS. MK/JC, LLC reserves the right for a period of three (3) years after closing all Lots in the Subdivision to grant easements to WE Energies, AT&T, Charter, or other communications company for utility purposes over, upon, under or across all Lots in this Subdivision, whether owned or not by **MK/JC, LLC**. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all Lot lines and be granted on standard utility forms. **MK/JC, LLC** reserves the right for a period of three (3) years after closing all Lots in the Subdivision to grant easements to the Village of Lisbon for the purpose of creating swales along side or rear Lot lines for drainage purposes across all Lots in the Subdivision, whether owned or not by **MK/JC, LLC**. Such swales shall, so far as reasonably possible, be confined to an area within twenty (20) feet of all Lot lines and may involve tree removal and grading within such areas.

10. AMENDMENT.

- a. **MK/JC, LLC Amendment Rights.** Any of the restrictions, covenants or other provisions contained in this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, as executed solely by **MK/JC, LLC** or its successors or assigns, until such time as **MK/JC, LLC** or its successors or assigns, no longer own any Lot in the Subdivision. These rights are subordinate to the provisions of the Developer's Agreement with the Village of Lisbon.
- b. **Homeowner Amendment Rights.** When **MK/JC, LLC** or its successors or assigns no longer retain interest in the Subdivision, the Owners of at least seventy-five percent (75%) of the Lots may amend this Declaration as described in this Paragraph 10.
- c. **Village Amendment Rights.** No amendment to this Declaration shall be effective unless it is approved by the Village of Lisbon, demonstrated by the signature of authorized Village of Lisbon officials on the recorded document.
- d. **Effective Date.** The effective date of any such annulment, waiver, change or amendment shall be as of the date of recording of such document at the offices of the

11. GENERAL PROVISIONS.

- a. **Initial Term and Extensions.** This Declaration shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby, or claiming such rights for a period of twenty-five (25) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in the Subdivision has been duly recorded terminating or amending this Declaration in whole or in part. This section does not terminate, and shall not be interpreted to authorize termination of, any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Village of Lisbon, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by recorded document.
- b. **Period For Protesting Violations.** Any violation of this Declaration which shall exist for a period of one (1) year or more and known to the Association without protest thereof being received by the Owner of the Lot containing such violation and the Association, shall not be considered a violation thereafter. The Association must take enforcement action within one (1) year of notice of the violation or the violation shall be deemed waived by the Association and its members; and they, and any other party, shall be forever barred from proceeding to enforce the provisions of this Declaration as to the violation. Collection of past due dues or past due assessments shall be expressly excluded from this provision and may not be waived by the Association without the vote of 75% of its members.
- c. **Enforcement of Declaration: No Reversion of Title.**
 - The Association or, until formation of the Association, **MK/JC, LLC** shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the Association fails to take such action within sixty (60) days following a written request by such Lot Owner for the Association to do so. Any Lot Owner proved to be in violation of any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the Board, Association or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the Board, Association or ACC to take any action requested by a Lot Owner.
 - Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Board, Association or ACC to

exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the Board, Association or ACC.

- Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any revert or reversion of title to any Lot.
- d. **Invalidation.** Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.
- e. **Governing Law.** The Laws of the State of Wisconsin shall be interpreted as to any dispute arising under this document.

MK/JC, LLC, its successors and assigns and all parties hereafter having an interest in the Subdivision are subject to all rules, codes, regulations and ordinances of the Village of Lisbon, Waukesha County, the State of Wisconsin and the United States government, and the same may be more restrictive than this Declaration (or, in some cases, less restrictive). In the event that there is a conflict between the requirements of this Declaration and any applicable provision of a Village, County, State or Federal law or regulation, the more restrictive provision shall govern and apply.

- f. **ACC Approval.** Prior to any permit submittal to the Village of Lisbon, said applicant shall first obtain approval of the ACC as outlined elsewhere in this Declaration.

This Declaration shall be binding upon and inure to the benefit of **MK/JC, LLC**, its successors and assigns, and all persons, parties or entities who may hereafter become Owners of any Lot, and their legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, MK/JC, LLC has caused these presents to be signed by Michael J. Kaerek, its Member, at West Allis, Milwaukee County, Wisconsin this _____ day of _____, 2024

MK/JC, LLC

Michael J. Kaerek
Member

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2024 Michael J. Kaerek, Member of **MK/JC, LLC**, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of **MK/JC, LLC** and it is acknowledged that he executed the foregoing instrument as such member of said **MK/JC, LLC** by its authority.

Notary Public
Milwaukee County, Wisconsin
My Commission Expires:

Return to:
MK/JC, LLC
11600 W. Lincoln Avenue
West Allis, Wisconsin 53227

This instrument was drafted by: Michael J. Kaerek
MK/JC, LLC
11600 W. Lincoln Avenue
West Allis, WI 53227
414-321-5300