

DECLARATION OF RESTRICTIONS
FOR
WHITE OAK CONSERVANCY

KNOW ALL PERSONS BY THESE PRESENTS; that Iron Pipe Development, LLC a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein referred to as the “Developer”, which term shall also include the duly authorized agent of the Developer). Developer is the owner of WHITE OAK CONSERVANCY subdivision, being a part of the W 1/2 of Section 31, Town 7 North, Range 18 East, Town of Delafield, Waukesha County Wisconsin, (herein referred to as “White Oak Conservancy”). Developer intends to establish a general plan for the use, occupancy and enjoyment of White Oak Conservancy, and in furtherance of the general purpose set forth in Section A, below, does hereby declare for the mutual benefit of present and future owners of lands in White Oak Conservancy (herein referred to individually as “owner” and collectively as “Owners”), that White Oak Conservancy shall be subject to the following restrictions and covenants.

A. GENERAL PURPOSE

1. The general purpose of this Declaration of Restrictions and Covenants for White Oak Conservancy Subdivision (herein referred to as the “Declaration”) is (1) to promote the harmonious development of White Oak Conservancy into a residential community of high quality while protecting the natural beauty and quality of the environment; (2) to help insure that White Oak Conservancy will become and remain an attractive community; (3) to preserve the open space within White Oak Conservancy; (4) to guard against the erection of poorly designed or proportioned structures; (5) to require harmonious use of materials; (6) to promote the highest and best residential development of White Oak Conservancy; (7) to require the erection of attractive homes in appropriate locations on building sites;(8) to require proper setbacks from streets and adequate free spaces between structures; and (9) in general, by such actions to maintain and enhance the value of investments made by purchasers of properties in White Oak Conservancy.

B. BUILDING RESTRICTIONS

1. All lots in White Oak Conservancy are restricted to the erection of a one story, story and one-half, or Two story single family residence building with a minimum square footage of living space (without regard for basement level areas) as specified in Paragraphs B.2 through B.5, below, and with an attached garage which will accommodate at least two cars.
2. The minimum size of a one story residence shall be 2400 square feet on the first floor.
3. A story and one-half residence shall have a minimum of 2900 square feet in total on both floors and the first floor must have a minimum of 1500 square feet
4. A two story residence shall have a minimum of 2900 square feet in total on both floors and a minimum of 1500 square feet on the first floor.
5. A tri-level residence shall have a minimum of 2900 square feet in total on all three floors with a minimum of 1500 square feet on the main floor.
6. The garage must be attached to the residence directly or by breezeway, or built into the basement of the residence and must be constructed with the residence. The maximum size of the garage shall conform to Town of Delafield (hereinafter referred to as the “Town”)

ordinances. Garage entrances must be on the side of the building. Canted garages at an angle to the dwelling of not more than 135 degrees shall be permitted.

7. The exterior walls of the residences and attached garage must be constructed of brick, stone, stucco, solid wood siding, Hardiplank/ L.P. Smartside siding, or its equivalents. Certain artificial stone products may be allowed if specifically approved by Developer. Siding materials such as aluminum, vinyl, steel, pressed board, masonite or plywood will not be permitted. Fascia may only be made of the siding materials permitted above for exterior walls (not aluminum or vinyl). Any exposed basement or foundation wall must be covered with masonry veneer, Stucco or its equivalent or the siding materials used on the exterior walls above such exposed wall. The exterior portion of all chimneys shall be of masonry construction or shall have masonry of brick or stone like that used on the house veneer. All roof areas having an appropriate pitch shall be covered with wood shakes or 30 year textured shingles. Textured shingles must be in a "weathered wood" color. All exterior material exchanges must be on an inside corner of the building.
8. All two story and story and one-half residence roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for porch roof or rear dormers on a story and one-half residence. All one story residence roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by Developer.
9. The residence with attached garage, a sodded or seeded lawn and a paved driveway must be completed within one year of the completion of construction.
10. Only one residence may be erected on a lot.
11. The minimum setback from any abutting street right-of-way is 50 feet. The minimum side yard setback is 20 feet. The minimum rear yard setback is 30 feet unless otherwise stated on the final plat.
12. Driveways: The owner of each Lot shall within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. The driveway shall have a minimum of a three (3) foot side yard setback in accordance with Town ordinances. If curb cuts are required, it is the responsibility of the Lot owner to determine the location and size of the drive cut in the curb. Both the location and size must meet the requirements and application process of the Town of Delafield. The Lot owner is responsible for the cost of the curb cut.
13. There shall be no outside storage of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles or items deemed to be unsightly by the Developer or the White Oak Conservancy Homeowners Association, created pursuant to Section C, below.
14. All building plans and the exterior design of each building to be constructed, and all yard grades and stakeout surveys must be approved by Developer in writing prior to application for a building permit. In addition, landscape plans and basic site features such as fences (which shall be of a decorative style for decks and pools; in no event will chain link or privacy fences be allowed), swimming pools (which must be in-ground), retaining walls (which shall be constructed of natural stone or wood timbers only), additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect of White Oak Conservancy are subject to the prior written approval of Developer. Developer's approval shall be based upon the building and use restrictions contained in this Section B for White Oak Conservancy Subdivision which Owner shall obtain from Developer prior to submitting plans to Developer for approval. Developer may withhold exterior design approval if the design is too similar in appearance to others in close proximity. Following such time that a

principal residence has been constructed upon each lot in White Oak Conservancy, Developer may, but shall not be obligated to, delegate to the White Oak Conservancy Homeowners Association Committee the approval authority contained in this Paragraph 14, to be effective, notice of such delegation shall be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. Owners are to submit 2 scale able copies of the building plans and survey including landscaping as well as 1 digital copy in the form of a Adobe PDF. All landscape plans can be submitted at a later date must be submitted prior to the start of any landscaping.

15. At the time of construction of a residence the Owner shall install at a location designated by Developer, one electric post lamp with a unswitched photo-electric control. The design of the post lamp shall be uniform throughout White Oak Conservancy. The post lamp shall be maintained by the Owner in a proper operating manner. If the post lamp is not so maintained, maintenance shall be performed by the White Oak Conservancy Homeowner's Association, and the cost of such maintenance shall be an assessment against the Owner, payable within 10 days after the date of the assessment.
16. The design of each mailbox/newspaper box shall be uniform throughout White Oak Conservancy and placement shall be subject to approval of the Developer.
17. There shall be no satellite dish antennas having a diameter in excess of 30 inches and no above ground swimming pools. No antenna or satellite dish shall be mounted or installed on any roof or visible from the street side of the residence. Any antenna or satellite dish shall be placed and screened so as to minimize its visibility from roadways and neighboring lots. All swimming pools related pump, heater and filter equipment must be concealed in an enclosure to minimize noise and visibility.
18. Accessory buildings are allowed and cannot be larger than 1% of the lot area. Accessory buildings must be constructed of materials and architecture similar to what is used on the residence. Buildings cannot be located any more than 40 feet from the rear of the residence, must be located no closer to the road than the main residence and a minimum of 20 feet from the side lot line.
19. The Developer, the Town of Delafield and no other, shall have the right and authority to modify the Building Restrictions or to permit variances from application thereof, if in its opinion, the modification or variance is consistent and compatible with the overall scheme of development of White Oak Conservancy, provided that no such modification shall be in violation of local ordinances, or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of the Developer, and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as preventing the Developer from requiring at any time, and from time to time, strict compliance with the Building Restrictions, or (ii) as entitling any person to a modification or variance not approved and granted in writing by the Developer and Town. Any changes to the Building Restrictions must also be approved in writing by the Town Plan Commission and Town Board. The restrictions contained herein which benefit the Town Of Delafield shall have an unlimited and perpetual duration, unless terminated by the Town Of Delafield in writing that is duly recorded in the office of the Waukesha County Register of Deeds.
20. Building Pad and Grading on Lots. No owner of any lot, nor any person or persons claiming under the owner, shall or will at any time alter the grade of any Lot or out lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by Town of Delafield on file in the office of the Town of Delafield Clerk, unless and until the

property owner shall first obtain the written approval of the Architectural Control Committee and the Town of Delafield's Engineer for such grade alterations.

In order to obtain this approval it shall first be necessary for the Lot owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent Lot owner with regards to drainage or their viewing of unreasonable slope treatment.

Each Lot owner must strictly adhere to and finish grade their Lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Town of Delafield Engineer on file in the office of the Town of Delafield Clerk. The Developer or Owner's Association and/or the Town of Delafield 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, or correction of any drainage condition, and the Lot owner is responsible for cost of the same.

Subdivision grading has been performed with the intention that home construction on each lot takes place within a building pad area consisting of a strip of land extending from the minimum front yard setback line to a line parallel to and 60 feet back from said front yard setback line, with a width of 80 feet. Construction of the home and/or other improvements beyond the limits of such building pad area may result in an increased risk of encountering adverse subsoil conditions.

21. Trees. The Town of Delafield has required the Developer to plant certain shade trees as indicated in the landscape planting plan approved with the final plat of the subdivision (or a type approved by the Town of Delafield). Tree planting on each individual lot is allowed and will be reviewed when the developer is presented a landscape plan for said lot and no tree shall be allowed to be planted closer than and parallel to and approximately five (5) feet from the side yard lot line and 20 feet from the front lot line. The minimum size of such trees at planting shall be approximately two and one-half to three inch (2 1/2-3) calipers or larger. Each Lot owner shall be responsible for protecting and maintaining, including watering and fertilizing as necessary, any shade trees located on their Lot. The Lot owner shall replace any shade trees that die for any reason at Lot owner's expense and shall continue to maintain and protect said trees. No trees can be removed in the INRA or other areas designated on the plat unless they are dead, diseased or dying as determined by a qualified professional such as an arborist or landscape architect.

No existing live tree with a diameter of eight (8) inches or more at a height four (4) feet above ground shall, without approval of the Architectural Control Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the Developer. Existing live trees with a diameter of eight (8) inches or more at a height four (4) feet above the ground shall be considered by the Architectural Control Committee in granting approval for the location of the house, driveway and any and all other structures on any Lot.

22. Out lots. The subdivision plat contains areas designated as Out lots. Said Out lots are common areas for the Lots in the subdivision. Each Lot in the subdivision shall be deemed to include an equal undivided ownership interest in the Out lots, and each conveyance of a Lot in subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. Developer further expressly retains the right to grant additional easements for the use of said Out lots in accordance with the provisions of Sections 23 below.
23. Maintenance of drainage easements, ponds, common areas, entrance signage, islands and public walking paths. The Owner's Association has the responsibility of properly

landscaping and maintaining all common areas, street islands and subdivision entrance signage within the subdivision. Subject to the provisions of paragraph 24 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration of Restrictions and the ponds and all drainage easement areas within common areas. Maintenance of the ponds shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream there from; and dredging if and when necessary. In the event the Owner's Association does not properly landscape and/or maintain said items, the Town of Delafield may send written notice to the Association setting forth which of said items the Town of Delafield has determined are not properly landscaped and/or maintained, and stating that the Town of Delafield may perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the Town determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the Town determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the Town of Delafield shall then have the authority, but not the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot owners on a pro rata basis for any costs incurred by the Town 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 Town of Delafield, such charges shall become a lien upon the Lot owner's Lot as provided in Section 66.0627(4), 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.

24. Day-To-Day maintenance of drainage easement areas. The day-to-day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Town's authority of enforcement against the Association, as described in Section 23, above.

C. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the Owners of land in White Oak Conservancy (herein referred to individually as "Owner" and collectively as "Owners"), is hereby created for purposes of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "White Oak Conservancy Homeowners Association".
2. The term "Common Area" shall include the following areas
 - (a) Outlots 1, 2, 3 and 4 of White Oak Conservancy. No improvements shall be allowed on the Common Area except for landscaping, entrance monuments, walking trails, storm-water management facilities, gas, electric, telephone and other utility lines and facilities. Except as provided herein there shall be no construction or placing of storage areas, signs, billboards or other advertising material or other structures, whether temporary or permanent, or materials on the Common Area. There shall be no commercial or industrial activity undertaken or allowed within the common Area, nor shall any rite of passage across or upon the Common Area be allowed or granted in conjunction with commercial or industrial activity. There shall be no filling, excavating, mining or drilling, removal of top soil, sand, gravel, rock, minerals or other materials nor any building of roads or change in the topography of the Common Area in any manner. Except as may be

necessary for proper maintenance and management, there shall be no removal, destruction or cutting of trees or plants within the Common Area. There shall be no dumping of trash, garbage or other unsightly or hazardous material upon or within the Common Area. There shall be no hunting or trapping within the Common Areas, with the exception of the developers Bill Zach And Matt Zach who will retain rights to hunt this property with one guest each for 20 years after acceptances of these Restrictions. Except as may be necessary in conjunction with landscape maintenance, there shall be no operation of any type of motorized vehicle within the Common Area. Anything to the contrary contained herein notwithstanding, Developer and its duly authorized agents may erect and maintain a marketing sign or signs within the Common Area until Developer is no longer an Owner of any lots in White Oak Conservancy.

- (b) The grass area, Development Signs, any fencing and landscaping contained within the public right-of-way of Cushing Park Road and Abitz road.
 - (c) All landscaped courts contained within the dedicated streets in White Oak Conservancy Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the Town and other appropriate public authorities. Consent to any such improvement shall not be considered or construed as an assumption of liability or responsibility for maintenance, nor shall such consent relieve the Association and/or the Owners of duties to maintain such improvements.
3. Each lot shall have an appurtenant undivided fractional interest in the Common Area outlots the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration. All deeds and any other conveyances of any lot in White Oak Conservancy shall be deemed to include such undivided interest in the common Area outlots, whether or not so specifically stated in any such deed or other conveyance.
 4. The Association shall be governed by a three 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 William A. Zach and Matthew L. Zach.
 5. To qualify as a member of the Committee, a person must be either be an Owner or a duly designated officer or representative of an Owner.
 6. So long as fifty percent (50%) or more of the lots in White Oak Conservancy are owned by Developer, all three members of the Committee shall be appointed by Developer. So long as twenty percent (20%) or more but less than fifty percent (50%) of the lots in White Oak Conservancy are owned by Developer, two members of the Committee shall be appointed by Developer and one member shall be elected as provided herein. So long as five percent (5%) or more but less than twenty percent (20%) of the lots of the White Oak Conservancy are owned by Developer, one member of the committee shall be appointed by Developer and two members shall be elected as provided herein. If less than five percent (5%) of the lot in White Oak Conservancy White Oak Conservancy are owned by Developer, all of the members of the committee shall be elected as provided herein.
 7. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners shall have one vote for each lot owned.
 8. The term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until three years from signing. Thereafter, the term

of office of members of the Committee shall be for not more than three calendar years. If necessary to ensure continuity of the Committee, term lengths shall be staggered so that at least one, but not more than two, Committee members are elected each year. If any member of the committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election, (or appointment by Developer, if applicable, pursuant to the terms of Paragraph C. 6, above

9. All meetings of the Committee shall be open to Owners. The annual meeting shall be held not less than three days after a written notice of said meeting is given to all Owners. Meetings of the Committee for the purpose of carrying out its duties and powers as set forth herein may be held from time to time without notice. Two members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

10. The Committee shall have the following duties:
 - (a) To provide for the maintenance of improvements in Common Areas, including the storm water management and drainage facilities located therein; Common Area maintenance shall be performed in accordance with written guidelines and standards established by Developer for maintenance of common areas, as well as generally accepted sound maintenance practices.
 - (b) To establish dates and procedures for the election of members of the Committee.
 - (c) To enforce the provisions of Paragraphs B13, B14, B15 and B17, above.

11. The Committee shall have the following powers:
 - (a) To take such action as may be necessary to cause the Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition.
 - (b) To take such actions as may be necessary to cause the storm water management and drainage facilities in White oak Conservancy to be maintained, repaired and kept in a good, clean, functional and attractive condition and in compliance with the requirements of the Town, including an adequate capital reserve fund therefore assessed and collected in accordance with Paragraph C12, below.
 - (c) To take such action as may be necessary to enforce the provision of Paragraphs B13, B14, B15 and B17, above.
 - (d) To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder; and
 - (e) To levy and collect assessments in accordance with the provisions of Paragraph C12, below.

12. The Committee shall levy and collect assessments in accordance with the following:
 - (a) The Owner of each lot shall be subject to a general annual charge or assessment equal to his pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to the Declaration (including added future stages) at the time of the assessment. Said costs shall include, but not be limited to: taxes, insurance, repair, replacement and additional to

the improvements made to the Common Area, equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its affairs and enforcing the provision of the Section C. Waukesha County shall not be liable for any fees or special assessments in the event that it should become the owner of any lots in the subdivision by reason of tax delinquency.

- (b) Assessments shall be approved at the duly convened annual meeting of the Committee.
 - (c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of Owner.
 - (d) Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice, as the case may be.
 - (e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made.
 - (f) The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.
 - (g) Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee 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 assessment 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.
13. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the members or agents or employees of the Committee. 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.
14. Failure of the Association or the Committee to enforce any provisions contained in the Section C, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or acquiescence in any subsequent violation.
15. During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Areas in addition to those then in existence (herein referred to as "Additional Improvements") without the written approval of Developer. After the initial term the Committee shall not have the power to make Additional

Improvements having a cost in excess of Five Thousand dollars (\$5,000.00) without the consent of eighty percent (80%) of the ten current Owners.

16. Anything to the contrary contained herein notwithstanding, the Association may not and shall not be dissolved. In the event that the Association is dissolved the duties of the committee and the Association shall become the direct joint responsibilities of the Owners.

D. STORMWATER MANAGEMENT

1. The Owners of Lots in White Oak Conservancy and the Association shall be collectively responsible for maintenance of the stormwater management measures.
2. The responsible parties shall maintain the stormwater management measures installed on all Outlots in accordance with the approved stormwater design prepared by SEH Inc. dated September 25, 2017 and on file in the offices of the Town. Each Owner shall be individually responsible for the maintenance of any portion of a drainage swale that lies within or upon the lot of such Owner.
3. The Town is authorized to access the property to conduct inspections of stormwater practices as necessary to ascertain that the practices are being maintained and operated in accordance with the approved stormwater management plan.
4. The responsible parties, on an annual basis, shall provide maintenance of each stormwater management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management measures, aeration equipment and sediment removal.
5. The stormwater retention ponds that have been constructed in White Oak Conservancy are required to assist in the removal of sediment from and detention of storm water. The storm water retention ponds are not intended to be used for swimming or as recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Anyone entering or using the storm water retention ponds for uses which are prohibited does so at their own risk. By acceptance of a deed or other conveyance of a Lot in White Oak Conservancy, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the Developer and the Association, and their respective agents, contractors, employees, officers and directors, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention ponds. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Developer and the Association, and their respective agents, contractors, employees, officers and directors from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention ponds.

E. AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least seventy-five percent (75%) of the votes in the Association; provided, however, that any such action must also be approved in writing by the Developer so long as it shall be an Owner of any lands in White Oak

Conservancy. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

F. RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS

Developer hereby reserves the right to grant and convey easements to the Town and/or to any public or private utility company, upon, over, through or across those portions of any Lot within 10 feet of any lot line and upon, over through or across any portion of any Outlot for purposes of allowing the Town or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s); or through any portions of White Oak Conservancy for purposes of facilitating drainage of storm or surface water within or through White Oak Conservancy. Developer may grant such easements in its own name and without the consent or approval of any lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in White Oak Conservancy to persons other than a Successor-Developer.

G. DURATION OF RESTRICTIONS

These restrictions and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded, and upon the expiration of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for successive terms of 10 years each, unless prior to the end of the then-current term a notice of termination is executed by the Owners of at least ninety percent (90%) of all lots subject to this Declaration (and their mortgagees) and is recorded in the office of the Register of Deeds of Waukesha County. These Restrictions shall be deemed to run with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner. The Town of Delafield shall have an unlimited and perpetual duration, unless terminated by the Town of Delafield in writing that is duly recorded in the office of the Waukesha County Register of Deeds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal

This ____ day of _____, 2017.

Iron Pipe Development LLC, (Developer)

By: _____
William A. Zach, Managing Member

