

Document Number	<p style="text-align: center;">SIXTH AMENDMENT TO SILVER SPRING ESTATES DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WI</p>	<p style="text-align: center;">4486547</p> <p style="text-align: center;">REGISTER OF DEEDS WAUKESHA COUNTY, WI RECORDED ON</p> <p>June 24, 2020 10:01 AM James R Behrend Register of Deeds</p> <p>12 PGS TOTAL FEE: \$30.00 TRANS FEE: \$0.00</p> <p>Book Page -</p> 
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This is the Sixth Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Silver Spring Estates, dated April 30, 2015, recorded May 4, 2015 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4139546 (the "**Original Declaration**"). The Original Declaration was subsequently amended by Amendments One through Five, each of which amendments is further described in Exhibit "B" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "B" shall be herein collectively referred to as the "**Declaration**". This Amendment is made by MFallsSSE, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the "**Declarant**").

Record this document with the Register of Deeds

Name and Return Address:
Atty. Gregory J. Paradise
Mohs Widder Paradise LLC
20 N. Carroll Street
Madison, WI 53703

See Exhibit "A"
(Parcel Identification Number)



WITNESSETH:

WHEREAS, Declarant is the developer of the subdivision known as Silver Spring Estates, referred to in the Declaration as the "**Development**"; and

WHEREAS, Declarant intends to develop the Development in phases, and to make each such phase subject to the terms of the Declaration; and

WHEREAS, Declarant wishes to make Phase 7 of the Development subject to the Declaration by means of this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, is collectively referred to herein as the "**Property**", the "**Subdivision**" or "**Silver Spring Estates**" and includes the following Phases. As used herein, the term "**Phase 1**" shall refer to Lots 1-16 of the Subdivision. As used herein, the term "**Phase 2**" shall refer to Lots 17-46 of the Subdivision. As used herein, the term "**Phase 3**" shall refer to Lots 47-72 of the Subdivision. As used herein, the term "**Phase 4**" shall refer to Lots 73-78 of the Subdivision. As used herein, the term "**Phase 5**" shall refer to Lots 79-84 of the Subdivision. As used herein, the term "**Phase 6**" shall refer to Lots 85-108 of the Subdivision. As used herein, the term "**Phase 7**" shall refer to Lots 109-129 of the Subdivision. Phase 7 is composed of twenty-one (21) individual residential lots and is the seventh phase of the Subdivision, which Subdivision consists of a proposed total of 129 individual Lots. Exhibit "A" attached hereto amends and supersedes Exhibit "A" attached to the original Declaration of Protective Covenants, Conditions and

Restrictions for Silver Spring Estates recorded as Document No. 4139546, and any amendments thereto.

2) Phase 7 Subject to Declaration. Section A-1(A) of the Declaration is modified to provide that the entirety of Phase 7 is made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

3) Association Management. The Association is required to retain a professional property management company with the experience necessary to perform the duties of the Association (the "**Management Company**"). The Association shall enter into a management contract (the "**Management Contract**") with the Management Company on such terms and conditions as the Association and the Management Company shall agree. The initial Management Company is DSI Real Estate Group, Inc., a Wisconsin Corporation, which is affiliated with the Declarant by reason of common ownership. The Management Contract between DSI Real Estate Group, Inc. and the Association has not been negotiated on an arm's length basis.

4) General Fund. As used herein, the term "**Surplus**" shall mean the amount by which assessments collected by the Management Company on behalf of the Association to pay for common expenses relating to the Property exceed the common expenses for the fiscal year in question. The Management Company shall deposit and hold any Surplus in the Association's operating account maintained by the Management Company. The Surplus, in the discretion of the Association working in conjunction with the Management Company, may be applied to future Association expenses as they become due, but there shall be no obligation on either the Association's or the Management Company's part to return the Surplus to lot owners.

5) Section B-2)M is hereby added and shall read as follows:

"1) *Lease Requirements.* The following provisions are not applicable to Lots 16 and 17 of the Subdivision. An Owner may rent its dwelling by written Lease (a "Lease"), provided that

- a) The term of any such Lease shall not be less than six (6) months;
- b) The Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed Lease, and the written approval for any proposed extension of the Lease; and
- c) The Lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the Lease is subject and subordinate to those instruments; and

- d) The Lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the Owner and the tenant specifying the violation.

2) *Standard for Approval of Lease and Tenant.* The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the Lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the Owner, the tenant or tenant's guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by Owner, the tenant or its invitees or guests of any part of the Lot in a manner offensive or objectionable to the Association or other occupants of the Property by reason of noise, odors, vibrations, or nuisance.

3) *Violations / Remedies.*

a) During the term of any Lease of all or any part of a Lot, each Owner of such Lot shall remain liable for the compliance of the Lot, such Owner and all tenants of the Lot with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Lot. The Association may require that a copy of each Lease of all or any part of a Lot be filed with the Association.

b) In the event that an Owner leases out its dwelling or any portion of its Lot in violation of this provision, the Association may impose a daily fine up to the greater of (i) an amount equal to the daily rental amount being charged by Owner to its tenant and (ii) \$100 (this daily fine shall be adjusted up every five years by 5%).

In addition to any fines imposed under this Section, the Owner shall reimburse the Association for all costs incurred by the Association, including attorneys' fees, incurred to enforce this Section, any action the Association takes under this Section B-2)M) against Owner or Owner's tenant, and to collect any outstanding amounts owed by Owner to the Association."

6) Section D-2) C is hereby deleted in its entirety.

7) **Addresses; Effect of Amendment.** Certain Lot addresses have been changed since the recording of the Declaration. Current Lot addresses are contained in Exhibit "A" attached hereto, and shall replace and supersede any addresses contained

in the Declaration or any prior amendment. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

[Signature pages follow.]

CONSENT TO SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, **First Business Bank**, hereby consents to the foregoing Sixth Amendment to Declaration of Covenants and Restrictions for the plat Silver Spring Estates.

Dated at Madison, Wisconsin this 20 day of May, 2020.

FIRST BUSINESS BANK

By: _____

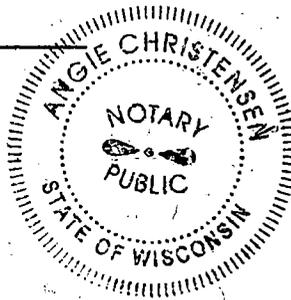
Print Name: Brian E. Hagen

Print Title: Senior Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 20 day of May, 2020 the above-named Brian E. Hagen, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Angie Christensen
Notary Public, Dane County, WI
My Commission Expires: 5-24



Drafted by:
Attorney Gregory J. Paradise

EXHIBIT "A"

**DESCRIPTION OF LOTS IN SILVER SPRING ESTATES,
PHASES 1, 2, 3, 4, 5, 6 AND 7
AND PARCEL IDENTIFICATION NUMBERS**

Lots 1-129 and Outlots 1-13, Silver Spring Estates, Village of Menomonee Falls,
Waukesha County, Wisconsin

Lot #	Tax ID Number	Address	Phase
1	MNFV0118001	W220N6034 Town Line Road	1
2	MNFV0118002	N60W21669 Legacy Trail	1
3	MNFV0118003	N60W21643 Legacy Trail	1
4	MNFV0118004	N60W21619 Legacy Trail	1
5	MNFV0118005	N60W21591 Legacy Trail	1
6	MNFV0118006	N60W21555 Legacy Trail	1
7	MNFV0118007	N60W21552 Legacy Trail	1
8	MNFV0118008	N60W21588 Legacy Trail	1
9	MNFV0118009	N60W21616 Legacy Trail	1
10	MNFV0118010	N60W21630 Legacy Trail	1
11	MNFV0118011	N60W21654 Legacy Trail	1
12	MNFV0118012	N60W21678 Legacy Trail	1
13	MNFV0118013	N60W21710 Legacy Trail	1
14	MNFV0118014	N60W21736 Legacy Trail	1
15	MNFV0118015	N60W21762 Legacy Trail	1
16	MNFV0118016	N60W21790 Legacy Trail	1
17	MNFV0118024	N60W21501 Legacy Trail	2
18	MNFV0118025	N60W21477 Legacy Trail	2
19	MNFV0118026	N60W21445 Legacy Trail	2
20	MNFV0118027	N60W21423 Legacy Trail	2
21	MNFV0118028	N60W21393 Legacy Trail	2
22	MNFV0118029	W213N6030 Legacy Trail	2
23	MNFV0118030	W213N6044 Legacy Trail	2
24	MNFV0118031	W213N6058 Legacy Trail	2
25	MNFV0118032	W212N6064 Legacy Trail	2
26	MNFV0118033	W212N6082 Legacy Trail	2
27	MNFV0118034	W212N6091 Legacy Trail	2
28	MNFV0118035	W212N6085 Legacy Trail	2
29	MNFV0118036	W213N6073 Legacy Trail	2
30	MNFV0118037	W213N6061 Legacy Trail	2
31	MNFV0118038	N60W21454 Legacy Trail	2
32	MNFV0118039	N60W21480 Legacy Trail	2

Lot #	Tax ID Number	Address	Phase
33	MNFV0118040	N60W21506 Legacy Trail	2
34	MNFV0118041	W215N6060 Arbor Lane	2
35	MNFV0118042	W215N6078 Arbor Lane	2
36	MNFV0118043	N61W21509 Masters Drive	2
37	MNFV0118044	N61W21481 Masters Drive	2
38	MNFV0118045	N61W21449 Masters Drive	2
39	MNFV0118046	N61W21442 Masters Drive	2
40	MNFV0118047	N61W21476 Masters Drive	2
41	MNFV0118048	N61W21498 Masters Drive	2
42	MNFV0118049	N61W21522 Masters Drive	2
43	MNFV0118050	N61W21550 Masters Drive	2
44	MNFV0118051	N61W21587 Masters Drive	2
45	MNFV0118052	W215N6075 Arbor Lane	2
46	MNFV0118053	W215N6051 Arbor Lane	2
47	MNFV0118056	N61W21417 Masters Drive	3
48	MNFV0118057	W213N6108 Masters Drive	3
49	MNFV0118058	W213N6114 Masters Drive	3
50	MNFV0118059	W213N6126 Masters Drive	3
51	MNFV0118060	W213N6132 Masters Drive	3
52	MNFV0118061	W213N6148 Masters Drive	3
53	MNFV0118062	W213N6170 Legacy Trail	3
54	MNFV0118063	W212N6157 Legacy Trail	3
55	MNFV0118064	W212N6145 Legacy Trail	3
56	MNFV0118065	W212N6133 Legacy Trail	3
57	MNFV0118066	W212N6123 Legacy Trail	3
58	MNFV0118067	W212N6105 Legacy Trail	3
59	MNFV0118068	W212N6094 Legacy Trail	3
60	MNFV0118069	W212N6106 Legacy Trail	3
61	MNFV0118070	W212N6122 Legacy Trail	3
62	MNFV0118071	W212N6144 Legacy Trail	3
63	MNFV0118072	W212N6150 Legacy Trail	3
64	MNFV0118073	W212N6172 Legacy Trail	3
65	MNFV0118074	N61W21242 Legacy Trail	3
66	MNFV0118075	N61W21312 Legacy Trail	3
67	MNFV0118076	N61W21340 Legacy Trail	3
68	MNFV0118077	N61W21378 Legacy Trail	3
69	MNFV0118078	N61W21404 Legacy Trail	3
70	MNFV0118079	W213N6159 Masters Drive	3
71	MNFV0118080	W213N6147 Masters Drive	3
72	MNFV0118081	W213N6125 Masters Drive	3

Lot #	Tax ID Number	Address	Phase
73	MNFV0118082	N61W21415 Legacy Trail	4
74	MNFV0118083	N61W21461 Legacy Trail	4
75	MNFV0118084	N61W21499 Legacy Trail	4
76	MNFV0118085	N61W21496 Legacy Trail	4
77	MNFV0118086	N61W21452 Legacy Trail	4
78	MNFV0118087	N61W21414 Legacy Trail	4
79	MNFV0118088	N61W21595 Masters Drive	5
80	MNFV0118089	N61W21623 Masters Drive	5
81	MNFV0118090	N61W21641 Masters Drive	5
82	MNFV0118091	N61W21628 Masters Drive	5
83	MNFV0118092	N61W21600 Masters Drive	5
84	MNFV0118093	N61W21592 Masters Drive	5
85	MNFV0118094	N61W21545 Legacy Trail	6
86	MNFV0118095	N61W21567 Legacy Trail	6
87	MNFV0118096	N61W21595 Legacy Trail	6
88	MNFV0118097	N61W21633 Legacy Trail	6
89	MNFV0118098	W216N6165 Legacy Trail	6
90	MNFV0118099	W216N6179 Legacy Trail	6
91	MNFV0118100	W216N6193 Legacy Trail	6
92	MNFV0118101	W216N6209 Legacy Trail	6
93	MNFV0118102	W216N6221 Legacy Trail	6
94	MNFV0118103	W217N6210 Masters Drive	6
95	MNFV0118104	W217N6223 Masters Drive	6
96	MNFV0118105	N62W21770 Masters Drive	6
97	MNFV0118106	N62W21744 Masters Drive	6
98	MNFV0118107	N62W21726 Masters Drive	6
99	MNFV0118108	N62W21680 Masters Drive	6
100	MNFV0118109001 MNFV0118109001 MNFV0118109001 MNFV0118109001 MNFV0118109001 MNFV0118109001 MNFV0118109001 MNFV0118109001 MNFV0118109001 MNFV0118109001	N62W21715 Augusta Parkway N62W21717 Augusta Parkway N62W21743 Augusta Parkway N62W21745 Augusta Parkway N62W21775 Augusta Parkway N62W21777 Augusta Parkway N62W21801 Augusta Parkway N62W21803 Augusta Parkway N62W21837 Augusta Parkway N62W21839 Augusta Parkway	6

Lot #	Tax ID Number	Address	Phase
101	MNFV0118109002	N62W21656 Augusta Parkway	6
	MNFV0118109003	N62W21658 Augusta Parkway	
	MNFV0118109001	N62W21694 Augusta Parkway	
	MNFV0118109001	N62W21696 Augusta Parkway	
	MNFV0118109001	N62W21722 Augusta Parkway	
	MNFV0118109001	N62W21724 Augusta Parkway	
	MNFV0118109001	N62W21750 Augusta Parkway	
	MNFV0118109001	N62W21752 Augusta Parkway	
	MNFV0118109001	N62W21770 Augusta Parkway	
	MNFV0118109001	N62W21772 Augusta Parkway	
	MNFV0118109001	N62W21806 Augusta Parkway	
	MNFV0118109001	N62W21808 Augusta Parkway	
102	MNFV0118111	Augusta Pkwy/Pebble Beach Way	6
103	MNFV0118112	W216N6240 Augusta Pkwy	6
104	MNFV0118113	W216N6224 Legacy Trail	6
105	MNFV0118114	W216N6202 Legacy Trail	6
106	MNFV0118115	W216N6180 Legacy Trail	6
107	MNFV0118116	N61W21572 Legacy Trail	6
108	MNFV0118117	N61W21545 Legacy Trail	6
109		Masters Drive	7
110		Masters Drive	7
111		Masters Drive	7
112		Masters Drive	7
113		Masters Drive	7
114		Masters Drive	7
115		Masters Drive	7
116		Masters Drive	7
117		Masters Drive	7
118		Masters Drive	7
119		Masters Drive	7
120		Masters Drive	7
121		Masters Drive	7
122		Masters Drive	7
123		Masters Drive	7
124		Cypress Point Court/Masters Drive	7
125		Cypress Point Court	7
126		Cypress Point Court	7
127		Cypress Point Court	7
128		Cypress Point Court	7
129		Cypress Point Court/Masters Drive	7

Outlot #	Tax ID Number	Address	Phase
1	MNFV0118017		1
2	MNFV0118018		1
3	MNFV0118019	Dedicated to the Public	1
4	MNFV0118020		1
5	MNFV0118021		1
6	MNFV0118022		1
7	MNFV0118023	Dedicated to the Public	1
8	MNFV0118054		2
9	MNFV0118055		2
10	MNFV0118118		6
11	MNFV0118119	Dedicated to the Village	6
12	MNFV0118120		6
13	MNFV0118121	Dedicated to the Village	6
14		Dedicated to the Village	7
15		Dedicated to the Village	7
16			7

EXHIBIT "B"

Description of Original Declaration and Amendments

<u>DOCUMENT</u>	<u>DATE</u>	<u>DATE RECORDED</u>	<u>DOCUMENT NUMBER</u>
Original Declaration	4/30/15	5/4/15	4139546
First Amendment	1/14/16	2/2/16	4189748
Second Amendment	1/4/17	1/24/17	4259488
Third Amendment	1/2/18	1/9/18	4319450
Fourth Amendment	8/14/18	8/22/18	4356890
Fifth Amendment	12/26/18	1/9/19	4259488

Document Number

FIFTH AMENDMENT TO SILVER SPRING ESTATES
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
VILLAGE OF MENOMONEE FALLS,
WAUKESHA COUNTY, WI

Electronically Recorded
4378735

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 01/09/2019 1:23:16 PM

Total Fee: \$30.00 Page(s): 8
Transfer Tax: \$0.00

The above recording information verifies that
this document has been electronically
recorded and returned to the submitter.

Record this document with the Register of Deeds

Name and Return Address:

Atty. Gregory J. Paradise
Mohs Widder Paradise LLC
20 N. Carroll Street
Madison, WI 53703

This is a Fifth Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Silver Spring Estates, which Declaration was dated April 30, 2015, recorded May 4, 2015 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4139546, amended by a First Amendment dated January 14, 2016, recorded February 2, 2016 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4189748, by a Second Amendment dated January 4, 2017, recorded January 24, 2017 in the Office of Waukesha County, Wisconsin Register of Deeds as Document No. 4259488, by a Third Amendment dated January 2, 2018, recorded January 9, 2018 in the Office of the Waukesha County, Wisconsin Register of Deeds

as Document No. 4319450 and a Fourth Amendment dated August 14, 2018, recorded August 22, 2018 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4356890. (collectively the "**Declaration**"). This Amendment is made by MFallsSSE, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the "**Declarant**").

See Exhibit "A"
(Parcel Identification Number)

WITNESSETH:

WHEREAS, Declarant is the developer of the subdivision known as Silver Spring Estates, referred to in the Declaration as the "**Development**"; and

WHEREAS, Declarant intends to develop the Development in phases, and to make each such phase subject to the terms of the Declaration; and

WHEREAS, Declarant wishes to make Phase 6 of the Development subject to the Declaration by means of this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1) **Legal Description**. The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the "**Property**", the "**Subdivision**" or "**Silver Spring Estates**". As used herein, the term "**Phase 1**" shall refer to Lots 1-16 of the Subdivision. As used herein, the term "**Phase 2**" shall refer to Lots 17-46 of the Subdivision. As used herein, the term "**Phase 3**" shall refer to Lots 47-72 of the Subdivision. As used herein, the term "**Phase 4**" shall refer to Lots 73-78 of the Subdivision. As used herein, the term "**Phase 5**" shall refer to Lots 79-84. As used herein, the term "**Phase 6**" shall refer to Lots 85-108. Phase 6 is composed of twenty-

two (22) individual residential lots and two (2) condominium lots containing up to twenty-two (22) condominium homes and is the sixth phase of the Subdivision, which Subdivision consists of a proposed total of 138 individual Lots. Exhibit "A" attached hereto amends and supersedes Exhibit "A" attached to the original Declaration of Protective Covenants, Conditions and Restrictions for Silver Spring Estates recorded as Document No. 4139546, and any amendments thereto.

2) Phase 6 Subject to Declaration. Section A-1(A) of the Declaration is modified to provide that the entirety of Phase 6 is made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

3) Membership and Voting Rights. Section A-3(A) of the Declaration is modified to insert the following language after the first sentence: "In the event a Lot shall be divided by means of a condominium, then each individual owner of a unit in the condominium shall be deemed an Owner hereunder, and each such Unit shall be deemed a Lot hereunder." All other terms of Section A-3(A) shall be unchanged.

4) Responsibility of Assessments. Section A-4(A) of the Declaration is modified to insert the following language after the last sentence: "Each condominium unit shall be deemed a single family residence for the purpose of determining responsibility for assessments." All other terms of Section A-3(A) shall be unchanged.

5) Land Use and Building Type. Section B-2 of the Declaration shall be modified in part to add the following provision.

L) Lots 100 and 101 may be used and developed as condominium homes.

6) Dwellings and Landscaping. Section B-4 of the Declaration shall be modified to insert the following language after the last sentence: "For condominium units, the landscaping point requirements shall apply to each condominium building. Maintenance of landscaping (as described above) shall be the responsibility of the association established for the condominium units." All other terms of Section B-4 shall be unchanged.

7) Architectural Character. Section D-1(A) of the Declaration shall be modified to insert the following language after the last sentence: "Condominium homes shall not be subject to the Design Guidelines of Section D but shall require the approval of the Architectural Control Committee." All other terms of Section D-1(A) shall be unchanged.

8) Addresses; Effect of Amendment. Certain Lot addresses have been changed since the recording of the Declaration. Current Lot addresses are contained in Exhibit "A" attached hereto, and shall replace and supersede any addresses contained in the Declaration or any prior amendment. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

[Signature pages follow.]

CONSENT TO FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, **First Business Bank**, hereby consents to the foregoing Fifth Amendment to Declaration of Covenants and Restrictions for the plat Silver Spring Estates.

Dated at Madison, Wisconsin this 2nd day of January, 2019.

FIRST BUSINESS BANK

By: _____

Print Name: Brian E. Hagen

Print Title: Senior Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 2nd day of January, 2019, the above-named Brian E. Hagen, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Lisa Allen

Notary Public, Dane County, WI
My Commission Expires: Oct. 29, 2022



Drafted by:
Attorney Gregory J. Paradise

EXHIBIT "A"

**DESCRIPTION OF LOTS IN SILVER SPRING ESTATES, PHASES 1, 2, 3, 4, 5 AND 6
AND PARCEL IDENTIFICATION NUMBERS**

Lots 1-108 and Outlots 1-13, Silver Spring Estates, Village of Menomonee Falls,
Waukesha County, Wisconsin

Lot #	Tax ID Number	Address	Phase
1	MNFV0118001	W220N6034 Town Line Road	1
2	MNFV0118002	N60W21669 Legacy Trail	1
3	MNFV0118003	N60W21643 Legacy Trail	1
4	MNFV0118004	N60W21619 Legacy Trail	1
5	MNFV0118005	N60W21591 Legacy Trail	1
6	MNFV0118006	N60W21555 Legacy Trail	1
7	MNFV0118007	N60W21552 Legacy Trail	1
8	MNFV0118008	N60W21588 Legacy Trail	1
9	MNFV0118009	N60W21616 Legacy Trail	1
10	MNFV0118010	N60W21630 Legacy Trail	1
11	MNFV0118011	N60W21654 Legacy Trail	1
12	MNFV0118012	N60W21678 Legacy Trail	1
13	MNFV0118013	N60W21710 Legacy Trail	1
14	MNFV0118014	N60W21736 Legacy Trail	1
15	MNFV0118015	N60W21762 Legacy Trail	1
16	MNFV0118016	N60W21790 Legacy Trail	1
17	MNFV0118024	N60W21501 Legacy Trail	2
18	MNFV0118025	N60W21477 Legacy Trail	2
19	MNFV0118026	N60W21445 Legacy Trail	2
20	MNFV0118027	N60W21423 Legacy Trail	2
21	MNFV0118028	N60W21393 Legacy Trail	2
22	MNFV0118029	W213N6030 Legacy Trail	2
23	MNFV0118030	W213N6044 Legacy Trail	2
24	MNFV0118031	W213N6058 Legacy Trail	2
25	MNFV0118032	W212N6064 Legacy Trail	2
26	MNFV0118033	W212N6082 Legacy Trail	2
27	MNFV0118034	W212N6091 Legacy Trail	2
28	MNFV0118035	W212N6085 Legacy Trail	2
29	MNFV0118036	W213N6073 Legacy Trail	2
30	MNFV0118037	W213N6061 Legacy Trail	2
31	MNFV0118038	N60W21454 Legacy Trail	2
32	MNFV0118039	N60W21480 Legacy Trail	2
33	MNFV0118040	N60W21506 Legacy Trail	2

34	MNFV0118041	W215N6060 Arbor Lane	2
35	MNFV0118042	W215N6078 Arbor Lane	2
36	MNFV0118043	N61W21509 Masters Drive	2
37	MNFV0118044	N61W21481 Masters Drive	2
38	MNFV0118045	N61W21449 Masters Drive	2
39	MNFV0118046	N61W21442 Masters Drive	2
40	MNFV0118047	N61W21476 Masters Drive	2
41	MNFV0118048	N61W21498 Masters Drive	2
42	MNFV0118049	N61W21522 Masters Drive	2
43	MNFV0118050	N61W21550 Masters Drive	2
44	MNFV0118051	N61W21587 Masters Drive	2
45	MNFV0118052	W215N6075 Arbor Lane	2
46	MNFV0118053	W215N6051 Arbor Lane	2
47	MNFV0118056	N61W21417 Masters Drive	3
48	MNFV0118057	W213N6108 Masters Drive	3
49	MNFV0118058	W213N6114 Masters Drive	3
50	MNFV0118059	W213N6126 Masters Drive	3
51	MNFV0118060	W213N6132 Masters Drive	3
52	MNFV0118061	W213N6148 Masters Drive	3
53	MNFV0118062	W213N6170 Legacy Trail	3
54	MNFV0118063	W212N6157 Legacy Trail	3
55	MNFV0118064	W212N6145 Legacy Trail	3
56	MNFV0118065	W212N6133 Legacy Trail	3
57	MNFV0118066	W212N6123 Legacy Trail	3
58	MNFV0118067	W212N6105 Legacy Trail	3
59	MNFV0118068	W212N6094 Legacy Trail	3
60	MNFV0118069	W212N6106 Legacy Trail	3
61	MNFV0118070	W212N6122 Legacy Trail	3
62	MNFV0118071	W212N6144 Legacy Trail	3
63	MNFV0118072	W212N6150 Legacy Trail	3
64	MNFV0118073	W212N6172 Legacy Trail	3
65	MNFV0118074	N61W21242 Legacy Trail	3
66	MNFV0118075	N61W21312 Legacy Trail	3
67	MNFV0118076	N61W21340 Legacy Trail	3
68	MNFV0118077	N61W21378 Legacy Trail	3
69	MNFV0118078	N61W21404 Legacy Trail	3
70	MNFV0118079	W213N6159 Legacy Trail	3
71	MNFV0118080	W213N6147 Masters Drive	3
72	MNFV0118081	W213N6125 Masters Drive	3
73	MNFV0118082	N61W21415 Legacy Trail	4
74	MNFV0118083	N61W21461 Legacy Trail	4

75	MNFV0118084	N61W21499 Legacy Trail	4
76	MNFV0118085	N61W21496 Legacy Trail	4
77	MNFV0118086	N61W21452 Legacy Trail	4
78	MNFV0118087	N61W21414 Legacy Trail	4
79		N61W21595 Masters Drive	5
80		N61W21623 Masters Drive	5
81		N61W21641 Masters Drive	5
82		N61W21628 Masters Drive	5
83		N61W21600 Masters Drive	5
84		N61W21592 Masters Drive	5
85		N61W21545 Legacy Trail	6
86		N61W21567 Legacy Trail	6
87		N61W21595 Legacy Trail	6
88		N61W21633 Legacy Trail	6
89		W216N6165 Legacy Trail	6
90		W216N6179 Legacy Trail	6
91		W216N6193 Legacy Trail	6
92		W216N6209 Legacy Trail	6
93			6
94			6
95		W217N6223 Masters Drive	6
96		N62W21770 Masters Drive	6
97		N62W21744 Masters Drive	6
98		N62W21726 Masters Drive	6
99			6
100		N62W21715 Augusta Parkway N62W21717 Augusta Parkway N62W21743 Augusta Parkway N62W21745 Augusta Parkway N62W21775 Augusta Parkway N62W21777 Augusta Parkway N62W21801 Augusta Parkway N62W21803 Augusta Parkway N62W21837 Augusta Parkway N62W21839 Augusta Parkway	6
101		N62W21656 Augusta Parkway N62W21658 Augusta Parkway N62W21694 Augusta Parkway N62W21696 Augusta Parkway N62W21722 Augusta Parkway N62W21724 Augusta Parkway N62W21750 Augusta Parkway N62W21752 Augusta Parkway N62W21770 Augusta Parkway	6

		N62W21772 Augusta Parkway N62W21806 Augusta Parkway N62W21808 Augusta Parkway	
102			6
103		W216N6240 Legacy Trail	6
104		W216N6224 Legacy Trail	6
105		W216N6202 Legacy Trail	6
106		W216N6180 Legacy Trail	6
107		N61W21572 Legacy Trail	6
108		N61W21545 Legacy Trail	6

Outlot #	Tax ID Number	Address	Phase
1	MNFV0118017		1
2	MNFV0118018		1
3	MNFV0118019		1
4	MNFV0118020		1
5	MNFV0118021		1
6	MNFV0118022		1
7	MNFV0118023		1
8	MNFV0118054		2
9	MNFV0118055		2
10			6
11			6
12			6
13			6

Document Number

FOURTH AMENDMENT TO SILVER SPRING ESTATES
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
VILLAGE OF MENOMONEE FALLS,
WAUKESHA COUNTY, WI

Electronically Recorded
4356890

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 08/22/2018 10:11:32 AM

Total Fee: \$30.00 Page(s): 7
Transfer Tax: \$0.00

This is a Fourth Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Silver Spring Estates, which Declaration was dated April 30, 2015, recorded May 4, 2015 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4139546, amended by a First Amendment dated January 14, 2016, recorded February 2, 2016 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4189748, by a Second Amendment dated January 4, 2017, recorded January 24, 2017 in the Office of Waukesha County, Wisconsin Register of Deeds as Document No. 4259488 and by a Third Amendment dated January 2, 2018, recorded January 9, 2018 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4319450 (collectively the "**Declaration**"). This Amendment is made by MFallsSSE, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the "**Declarant**").

The above recording information verifies that this document has been electronically recorded and returned to the submitter.

Record this document with the Register of Deeds

Name and Return Address:
Atty. Gregory J. Paradise
Mohs Widder Paradise LLC
20 N. Carroll Street
Madison, WI 53703

See Exhibit "A"
(Parcel Identification Number)

WITNESSETH:

WHEREAS, Declarant is the developer of the subdivision known as Silver Spring Estates, referred to in the Declaration as the "**Development**"; and

WHEREAS, Declarant intends to develop the Development in phases, and to make each such phase subject to the terms of the Declaration; and

WHEREAS, Declarant wishes to make Phase 5 of the Development subject to the Declaration by means of this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1) **Defined Terms.** i) Terms not otherwise defined herein shall be as defined in the Declaration.

ii) As used in the Declaration, this Fourth Amendment and in any future amendments to the Declaration, the term "**Owner**" shall be defined as the record owner, whether one or more persons or entities, of the fee simple title to any of the lots (the "**Lots**") comprising the Property, as that term is defined herein, as such term may be amended from time to time hereafter. It is acknowledged that the Lots described in Exhibit "A" constitute all of the Property which is intended to be made subject to the Declaration, this Amendment and any future amendments to the Declaration whether or not specifically noted in said amendments.

2) Legal Description. The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the "**Property**", the "**Subdivision**" or "**Silver Spring Estates**". As used herein, the term "**Phase 1**" shall refer to Lots 1–16 of the Subdivision. As used herein, the term "**Phase 2**" shall refer to Lots 17-46 of the Subdivision. As used herein, the term "**Phase 3**" shall refer to Lots 47-72 of the Subdivision. As used herein, the term "**Phase 4**" shall refer to Lots 73-78 of the Subdivision. As used herein, the term "**Phase 5**" shall refer to Lots 79-84. Phase 5 is composed of six (6) individual residential lots and is the fifth phase of the Subdivision, which Subdivision consists of a proposed total of 138 individual Lots. Exhibit "A" attached hereto amends and supersedes Exhibit "A" attached to the original Declaration of Protective Covenants, Conditions and Restrictions for Silver Spring Estates recorded as Document No. 4139546, and any amendments thereto.

3) Phase 5 Subject to Declaration. Section A-1(A) of the Declaration is modified to provide that the entirety of Phase 5 is made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

4) Notices to Owners. Section B-16(B) is amended in its entirety to read as follows:

"B) The Development will be subject to a Post-Construction Runoff Permit issued by the Village of Menomonee Falls which requires the Owners to maintain swales, detention basins and other stormwater management facilities. The Post-Construction Runoff Permit may be revised as additional phases are added. If the Association does not maintain the facilities, the Village will hold the individual Owners responsible. Notwithstanding the provisions of Section E-1 (Term) of Part E (General Provisions), below, obligations set forth in this paragraph shall survive the termination of this Declaration, and may not be amended without the advance written consent of the Village."

5) Addresses; Effect of Amendment. Certain Lot addresses have been changed since the recording of the Declaration. Current Lot addresses are contained in Exhibit "A" attached hereto, and shall replace and supersede any addresses contained in the Declaration or any prior amendment. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

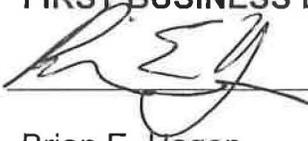
[Signature pages follow.]

CONSENT TO FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, **First Business Bank**, hereby consents to the foregoing Fourth Amendment to Declaration of Covenants and Restrictions for the plat Silver Spring Estates.

Dated at Madison, Wisconsin this 14 day of August, 2018.

FIRST BUSINESS BANK

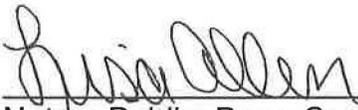
By: 

Print Name: Brian E. Hagen

Print Title: Senior Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 14th day of AUGUST, 2018 the above-named Brian E. Hagen, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.


Notary Public, Dane County, WI
My Commission Expires: 8/24/18



Drafted by:
Attorney Gregory J. Paradise

EXHIBIT "A"

**DESCRIPTION OF LOTS IN SILVER SPRING ESTATES, PHASES 1, 2, 3, 4 AND 5
AND PARCEL IDENTIFICATION NUMBERS**

Lots 1-84 and Outlots 1-9, Silver Spring Estates, Village of Menomonee Falls,
Waukesha County, Wisconsin

Lot #	Tax ID Number	Address	Phase
1	MNFV0118001	W220N6034 Town Line Road	1
2	MNFV0118002	N60W21669 Legacy Trail	1
3	MNFV0118003	N60W21643 Legacy Trail	1
4	MNFV0118004	N60W21619 Legacy Trail	1
5	MNFV0118005	N60W21591 Legacy Trail	1
6	MNFV0118006	N60W21555 Legacy Trail	1
7	MNFV0118007	N60W21552 Legacy Trail	1
8	MNFV0118008	N60W21588 Legacy Trail	1
9	MNFV0118009	N60W21616 Legacy Trail	1
10	MNFV0118010	N60W21630 Legacy Trail	1
11	MNFV0118011	N60W21654 Legacy Trail	1
12	MNFV0118012	N60W21678 Legacy Trail	1
13	MNFV0118013	N60W21710 Legacy Trail	1
14	MNFV0118014	N60W21736 Legacy Trail	1
15	MNFV0118015	N60W21762 Legacy Trail	1
16	MNFV0118016	N60W21790 Legacy Trail	1
17	MNFV0118024	N60W21501 Legacy Trail	2
18	MNFV0118025	N60W21477 Legacy Trail	2
19	MNFV0118026	N60W21445 Legacy Trail	2
20	MNFV0118027	N60W21423 Legacy Trail	2
21	MNFV0118028	N60W21393 Legacy Trail	2
22	MNFV0118029	W213N6030 Legacy Trail	2
23	MNFV0118030	W213N6044 Legacy Trail	2
24	MNFV0118031	W213N6058 Legacy Trail	2
25	MNFV0118032	W212N6064 Legacy Trail	2
26	MNFV0118033	W212N6082 Legacy Trail	2
27	MNFV0118034	W212N6091 Legacy Trail	2
28	MNFV0118035	W212N6085 Legacy Trail	2
29	MNFV0118036	W213N6073 Legacy Trail	2
30	MNFV0118037	W213N6061 Legacy Trail	2
31	MNFV0118038	N60W21454 Legacy Trail	2
32	MNFV0118039	N60W21480 Legacy Trail	2
33	MNFV0118040	N60W21506 Legacy Trail	2

34	MNFV0118041	W215N6060 Arbor Lane	2
35	MNFV0118042	W215N6078 Arbor Lane	2
36	MNFV0118043	N61W21509 Masters Drive	2
37	MNFV0118044	N61W21481 Masters Drive	2
38	MNFV0118045	N61W21449 Masters Drive	2
39	MNFV0118046	N61W21442 Masters Drive	2
40	MNFV0118047	N61W21476 Masters Drive	2
41	MNFV0118048	N61W21498 Masters Drive	2
42	MNFV0118049	N61W21522 Masters Drive	2
43	MNFV0118050	N61W21550 Masters Drive	2
44	MNFV0118051	N61W21587 Masters Drive	2
45	MNFV0118052	W215N6075 Arbor Lane	2
46	MNFV0118053	W215N6051 Arbor Lane	2
47	MNFV0118056	N61W21417 Masters Drive	3
48	MNFV0118057	W213N6108 Masters Drive	3
49	MNFV0118058	W213N6114 Masters Drive	3
50	MNFV0118059	W213N6126 Masters Drive	3
51	MNFV0118060	W213N6132 Masters Drive	3
52	MNFV0118061	W213N6148 Masters Drive	3
53	MNFV0118062	W213N6170 Legacy Trail	3
54	MNFV0118063	W212N6157 Legacy Trail	3
55	MNFV0118064	W212N6145 Legacy Trail	3
56	MNFV0118065	W212N6133 Legacy Trail	3
57	MNFV0118066	W212N6123 Legacy Trail	3
58	MNFV0118067	W212N6105 Legacy Trail	3
59	MNFV0118068	W212N6094 Legacy Trail	3
60	MNFV0118069	W212N6106 Legacy Trail	3
61	MNFV0118070	W212N6122 Legacy Trail	3
62	MNFV0118071	W212N6144 Legacy Trail	3
63	MNFV0118072	W212N6150 Legacy Trail	3
64	MNFV0118073	W212N6172 Legacy Trail	3
65	MNFV0118074	N61W21242 Legacy Trail	3
66	MNFV0118075	N61W21312 Legacy Trail	3
67	MNFV0118076	N61W21340 Legacy Trail	3
68	MNFV0118077	N61W21378 Legacy Trail	3
69	MNFV0118078	N61W21404 Legacy Trail	3
70	MNFV0118079	W213N6159 Legacy Trail	3
71	MNFV0118080	W213N6147 Masters Drive	3
72	MNFV0118081	W213N6125 Masters Drive	3
73	MNFV0118082	N61W21415 Legacy Trail	4
74	MNFV0118083	N61W21461 Legacy Trail	4

75	MNFV0118084	N61W21499 Legacy Trail	4
76	MNFV0118085	N61W21496 Legacy Trail	4
77	MNFV0118086	N61W21452 Legacy Trail	4
78	MNFV0118087	N61W21414 Legacy Trail	4
79		N61W21595 Masters Drive	5
80		N61W21623 Masters Drive	5
81		N61W21641 Masters Drive	5
82		N61W21628 Masters Drive	5
83		N61W21600 Masters Drive	5
84		N61W21592 Masters Drive	5

Outlot #	Tax ID Number	Address	Phase
1	MNFV0118017		1
2	MNFV0118018		1
3	MNFV0118019		1
4	MNFV0118020		1
5	MNFV0118021		1
6	MNFV0118022		1
7	MNFV0118023		1
8	MNFV0118054		2
9	MNFV0118055		2

Document Number

THIRD AMENDMENT TO SILVER SPRING ESTATES
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
VILLAGE OF MENOMONEE FALLS,
WAUKESHA COUNTY, WI

Electronically Recorded
4319450

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 01/09/2018 11:04:28 AM
Total Fee: \$30.00 Page(s): 8
Transfer Tax: \$0.00

The above recording information verifies that
this document has been electronically
recorded and returned to the submitter.

This is a Third Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Silver Spring Estates, which Declaration was dated April 30, 2015, recorded May 4, 2015 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4139546, amended by a First Amendment dated January 14, 2016, recorded February 2, 2016 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4189748 and by a Second Amendment dated January 4, 2017, recorded January 24, 2017 in the Office of Waukesha County, Wisconsin Register of Deeds as Document No. 4259488 (collectively the "**Declaration**"). This Amendment is made by MFallsSSE, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the "**Declarant**").

Record this document with the Register of Deeds

Name and Return Address:
Atty. Gregory J. Paradise
Mohs, MacDonald, Widder, Paradise
& Van Note, LLC
20 N. Carroll Street
Madison, WI 53703

See Exhibit "A"
(Parcel Identification Number)

WITNESSETH:

WHEREAS, Declarant is the developer of the subdivision known as Silver Spring Estates, referred to in the Declaration as the "**Development**"; and

WHEREAS, Declarant intends to develop the Development in phases, and to make each such phase subject to the terms of the Declaration; and

WHEREAS, Declarant wishes to make Phase 4 of the Development subject to the Declaration by means of this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the "**Property**", the "**Subdivision**" or "**Silver Spring Estates**". As used herein, the term "**Phase 1**" shall refer to Lots 1-16 of the Subdivision. As used herein, the term "**Phase 2**" shall refer to Lots 17-46 of the Subdivision. As used herein, the term "**Phase 3**" shall refer to Lots 47-72 of the Subdivision. As used herein, the term "**Phase 4**" shall refer to lots 73-78 of the Subdivision. Phase 4 is composed of six (6) individual residential lots and is the fourth phase of the Subdivision, which Subdivision consists of a proposed total of 138 individual Lots.

3) Phase 4 Subject to Declaration. Section A-1(A) of the Declaration is modified to provide that the entirety of Phase 4 is made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

4) Easements. Section B-6 is hereby modified in part to add the following provision. Reference is made to the Plat of the Development for additional information and description of the following:

O) Lots 7-16, 27-33, 53-58, 70, and 73-75 are subject to a public sidewalk in the front of each such Lot. Snow removal on the sidewalk will be the responsibility of the individual homeowner whose Lot fronts a portion of the sidewalk; however, the Association will be responsible for maintenance, repairs and replacement of any sidewalk adjacent to Outlots. This paragraph replaces and supersedes Section B-6(M), which shall be deemed deleted from the Declaration in its entirety.

5) Fences. Section D-2 (A) (1) is hereby deleted in its entirety and replaced with the following: "1) Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, depicted in Exhibit "E" to the Declaration." Exhibit "E" consists of the Exhibit "E" attached hereto. Said Exhibit "E" is made a part of the Declaration by this reference.

6) Kennels/Runs. Section D-2(C) (1) is hereby deleted in its entirety and replaced with the following: "1) Fencing surrounding kennel or run must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl depicted in Exhibit "E" to the Declaration." Exhibit "E" consists of the Exhibit "E" attached hereto. Said Exhibit "E" is made a part of the Declaration by this reference.

7) Addresses; Effect of Amendment. Certain Lot addresses have been changed since the recording of the Declaration. Current Lot addresses are contained in Exhibit "A" attached hereto, and shall replace and supersede any addresses contained in the Declaration or any prior amendment. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

[Signature pages follow.]

**CONSENT TO THIRD AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS**

The undersigned, **First Business Bank**, hereby consents to the foregoing Third Amendment to Declaration of Covenants and Restrictions for the plat Silver Spring Estates.

Dated at Madison, Wisconsin this 28th day of December, 2017.

FIRST BUSINESS BANK

By: _____

Print Name: Brian E. Hagen

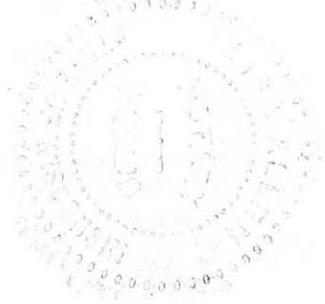
Print Title: Senior Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 28th day of DECEMBER, 2017, the above-named BRIAN E. HAGEN, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

[Signature]

Notary Public, Dane County, WI
My Commission Expires: AUG. 24, 2018



Drafted by:
Attorney Gregory J. Paradise

EXHIBIT "A"

**DESCRIPTION OF LOTS IN SILVER SPRING ESTATES, PHASES 1, 2, 3, AND 4
AND PARCEL IDENTIFICATION NUMBERS**

Lots 1-78 and Outlots 1-9, Silver Spring Estates, Village of Menomonee Falls,
Waukesha County, Wisconsin

Lot #	Tax ID Number	Address	Phase
1	MNFV0118001	W220N6034 Town Line Road	1
2	MNFV0118002	N60W21669 Legacy Trail	1
3	MNFV0118003	N60W21643 Legacy Trail	1
4	MNFV0118004	N60W21619 Legacy Trail	1
5	MNFV0118005	N60W21591 Legacy Trail	1
6	MNFV0118006	N60W21555 Legacy Trail	1
7	MNFV0118007	N60W21552 Legacy Trail	1
8	MNFV0118008	N60W21588 Legacy Trail	1
9	MNFV0118009	N60W21616 Legacy Trail	1
10	MNFV0118010	N60W21630 Legacy Trail	1
11	MNFV0118011	N60W21654 Legacy Trail	1
12	MNFV0118012	N60W21678 Legacy Trail	1
13	MNFV0118013	N60W21710 Legacy Trail	1
14	MNFV0118014	N60W21736 Legacy Trail	1
15	MNFV0118015	N60W21762 Legacy Trail	1
16	MNFV0118016	N60W21790 Legacy Trail	1
17	MNFV0118024	N60W21501 Legacy Trail	2
18	MNFV0118025	N60W21477 Legacy Trail	2
19	MNFV0118026	N60W21445 Legacy Trail	2
20	MNFV0118027	N60W21423 Legacy Trail	2
21	MNFV0118028	N60W21393 Legacy Trail	2
22	MNFV0118029	W213N6030 Legacy Trail	2
23	MNFV0118030	W213N6044 Legacy Trail	2
24	MNFV0118031	W213N6058 Legacy Trail	2
25	MNFV0118032	W212N6064 Legacy Trail	2
26	MNFV0118033	W212N6082 Legacy Trail	2
27	MNFV0118034	W212N6091 Legacy Trail	2
28	MNFV0118035	W212N6085 Legacy Trail	2
29	MNFV0118036	W213N6073 Legacy Trail	2
30	MNFV0118037	W213N6061 Legacy Trail	2
31	MNFV0118038	N60W21454 Legacy Trail	2
32	MNFV0118039	N60W21480 Legacy Trail	2
33	MNFV0118040	N60W21506 Legacy Trail	2

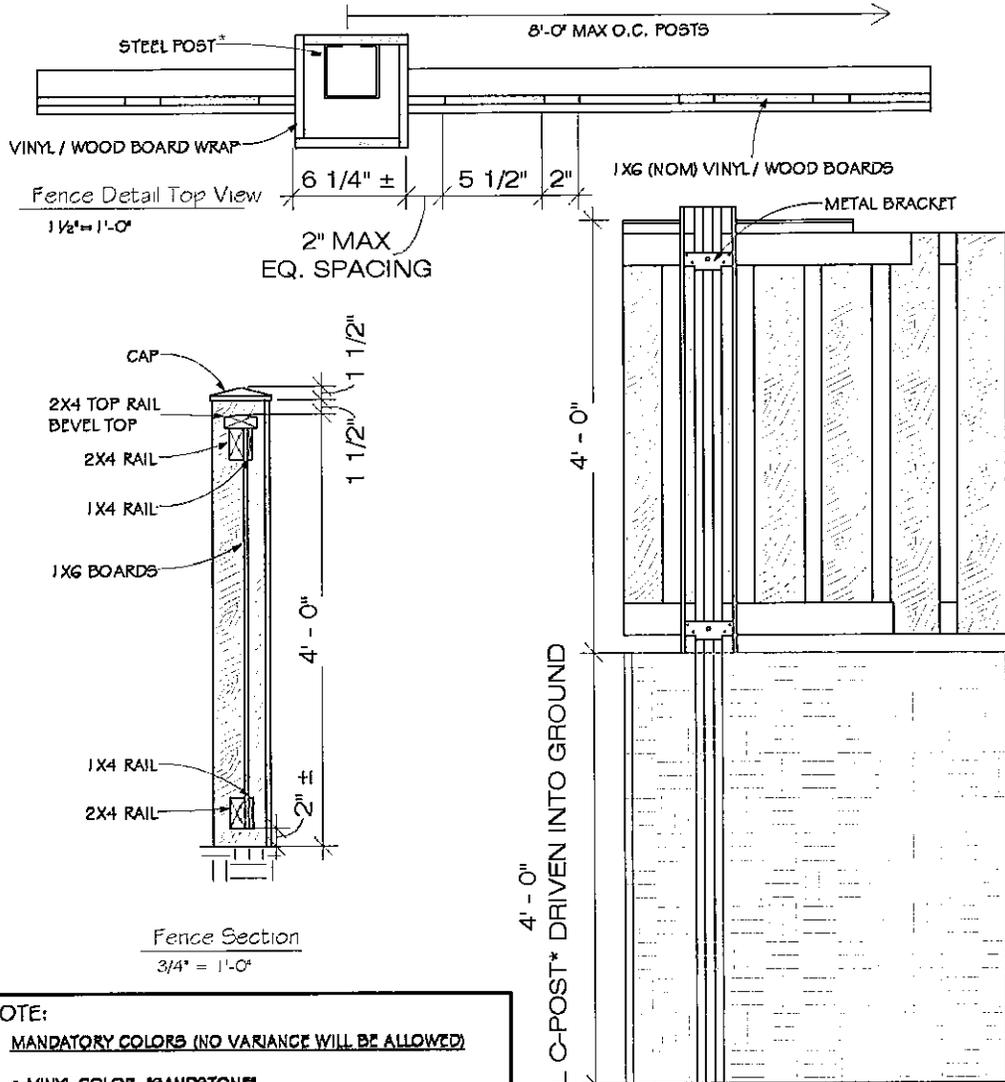
34	MNFV0118041	W215N6060 Arbor Lane	2
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36	MNFV0118043	N61W21509 Masters Drive	2
37	MNFV0118044	N61W21481 Masters Drive	2
38	MNFV0118045	N61W21449 Masters Drive	2
39	MNFV0118046	N61W21442 Masters Drive	2
40	MNFV0118047	N61W21476 Masters Drive	2
41	MNFV0118048	N61W21498 Masters Drive	2
42	MNFV0118049	N61W21522 Masters Drive	2
43	MNFV0118050	N61W21550 Masters Drive	2
44	MNFV0118051	N61W21587 Masters Drive	2
45	MNFV0118052	W215N6075 Arbor Lane	2
46	MNFV0118053	W215N6051 Arbor Lane	2
47	MNFV0118056	N61W21417 Masters Drive	3
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50	MNFV0118059	W213N6126 Masters Drive	3
51	MNFV0118060	W213N6132 Masters Drive	3
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55	MNFV0118064	W212N6145 Legacy Trail	3
56	MNFV0118065	W212N6133 Legacy Trail	3
57	MNFV0118066	W212N6123 Legacy Trail	3
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62	MNFV0118071	W212N6144 Legacy Trail	3
63	MNFV0118072	W212N6150 Legacy Trail	3
64	MNFV0118073	W212N6172 Legacy Trail	3
65	MNFV0118074	N61W21242 Legacy Trail	3
66	MNFV0118075	N61W21312 Legacy Trail	3
67	MNFV0118076	N61W21340 Legacy Trail	3
68	MNFV0118077	N61W21378 Legacy Trail	3
69	MNFV0118078	N61W21404 Legacy Trail	3
70	MNFV0118079	W213N6159 Legacy Trail	3
71	MNFV0118080	W213N6147 Masters Drive	3
72	MNFV0118081	W213N6125 Masters Drive	3
73		N61W21415 Legacy Trail	4
74		N61W21461 Legacy Trail	4

75		N61W21499 Legacy Trail	4
76		N61W21496 Legacy Trail	4
77		N61W21452 Legacy Trail	4
78		N61W21414 Legacy Trail	4

Outlot #	Tax ID Number	Address	Phase
1	MNFV0118017		1
2	MNFV0118018		1
3	MNFV0118019		1
4	MNFV0118020		1
5	MNFV0118021		1
6	MNFV0118022		1
7	MNFV0118023		1
8	MNFV0118054		2
9	MNFV0118055		2

Exhibit "E"

SILVER SPRING ESTATES 4' FENCE



Fence Section
3/4" = 1'-0"

NOTE:
MANDATORY COLORS (NO VARIANCE WILL BE ALLOWED)

- VINYL COLOR: "SANDSTONE"
- STAIN/PAINT COLOR: "JERSEY SPOT" by HALLMAN LINDSAY*

*not required to buy Hallman Lindsay, but color must match

STEEL C-POST* DRIVEN INTO GROUND
4'-0"

- CUSTOM BUILT ON THE JOBSITE
- INSTALLED WITH STEEL C-POSTS DRIVEN APPROX. 4' INTO GROUND*
- INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS
- MAX HEIGHT 4'-0"
- STYLE MUST BE IN WOOD OR VINYL OR COMPOSITE
- *4x4 treated wood post may be substituted for steel c-post



6801 South Towne Drive
 Madison, VA 53713
 Phone 608.226.3100
 Fax 608.226.0600

Document Number

SECOND AMENDMENT TO SILVER SPRING ESTATES
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

VILLAGE OF MENOMONEE FALLS,
WAUKESHA COUNTY, WI

Electronically Recorded
4259488

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On 01/24/2017 11 09 44 AM
Total Fee: \$30.00 Page(s): 7
Transfer Tax: \$0.00

The above recording information verifies that
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recorded and returned to the submitter.

Record this document with the Register of Deeds

This is a Second Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Silver Spring Estates, which Declaration was dated April 30, 2015, recorded May 4, 2015 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4139546 and amended by a First Amendment dated January 14, 2016, recorded February 2, 2016 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4189748 (collectively the "**Declaration**"). This Amendment is made by MFallsSSE, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the "**Declarant**").

Name and Return Address:
Atty. Gregory J. Paradise
Mohs, MacDonald, Widder, Paradise
& Van Note, LLC
20 N. Carroll Street
Madison, WI 53703

WITNESSETH:

See Exhibit "A"
(Parcel Identification Number)

WHEREAS, Declarant is the developer of the subdivision known as Silver Spring Estates, referred to in the Declaration as the "**Development**"; and

WHEREAS, Declarant intends to develop the Development in phases, and to make each such phase subject to the terms of the Declaration; and

WHEREAS, Declarant wishes to make Phase 3 of the Development subject to the Declaration by means of this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1) Defined Terms. Terms not otherwise defined herein shall be as defined in the Declaration.

2) Legal Description. The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the "**Property**", the "**Subdivision**" or "**Silver Spring Estates**". As used herein, the term "**Phase 1**" shall refer to Lots 1-16 of the Subdivision. As used herein, the term "**Phase 2**" shall refer to Lots 17-46 of the Subdivision. As used herein, the term "Phase 3" shall refer to Lots 47-72 of the Subdivision. Phase 3 is composed of twenty-six (26) individual residential lots and is the third phase of the Subdivision, which Subdivision consists of a proposed total of 138 individual Lots.

3) Phase 3 Subject to Declaration. Section A-1(A) of the Declaration is modified to provide that the entirety of Phase 3 is made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

4) Easements. Section B-6 is hereby modified in part to add the following provision. Reference is made to the Plat of the Development for additional information and description of the following:

O) Lots 7-16, 27-33, 53-58 and 70 are subject to a public sidewalk in the front of each such Lot. Snow removal on the sidewalk will be the responsibility of the individual homeowner whose Lot fronts a portion of the sidewalk; however, the Association will be responsible for maintenance, repairs and replacement of any sidewalk adjacent to Outlots. This paragraph replaces and supersedes Section B-6(M), which shall be deemed deleted from the Declaration in its entirety.

5) Addresses; Effect of Amendment. Certain Lot addresses have been changed since the recording of the Declaration. Current Lot addresses are contained in Exhibit "A" attached hereto, and shall replace and supersede any addresses contained in the Declaration or any prior amendment. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

[Signature pages follow.]

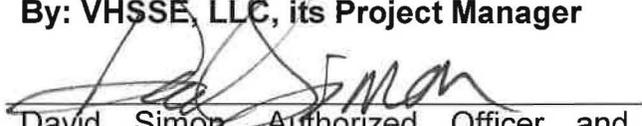
Dated this 4 day of January, 2017.

MFallsSSE LLC

**By: MREC VH Silver Spring Estates
LLC, its Sole Member**

By: VHSSE, LLC, its Project Manager

By:


David Simon, Authorized Officer and
Signatory

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 4 day of January, 2017, the above-named David Simon, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

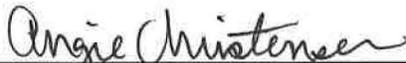

Notary Public, Dane County, WI
My Commission Expires: 5-1-20



EXHIBIT "A"

**DESCRIPTION OF LOTS IN SILVER SPRING ESTATES, PHASES 1, 2 AND 3
AND PARCEL IDENTIFICATION NUMBERS**

Lots 1-72 and Outlots 1-9, Silver Spring Estates, Village of Menomonee Falls,
Waukesha County, Wisconsin

Lot #	Tax ID Number	Address	Phase
1	MNFV0118001	W220N6034 Town Line Road	1
2	MNFV0118002	N60W21669 Legacy Trail	1
3	MNFV0118003	N60W21643 Legacy Trail	1
4	MNFV0118004	N60W21619 Legacy Trail	1
5	MNFV0118005	N60W21591 Legacy Trail	1
6	MNFV0118006	N60W21555 Legacy Trail	1
7	MNFV0118007	N60W21552 Legacy Trail	1
8	MNFV0118008	N60W21588 Legacy Trail	1
9	MNFV0118009	N60W21616 Legacy Trail	1
10	MNFV0118010	N60W21630 Legacy Trail	1
11	MNFV0118011	N60W21654 Legacy Trail	1
12	MNFV0118012	N60W21678 Legacy Trail	1
13	MNFV0118013	N60W21710 Legacy Trail	1
14	MNFV0118014	N60W21736 Legacy Trail	1
15	MNFV0118015	N60W21762 Legacy Trail	1
16	MNFV0118016	N60W21790 Legacy Trail	1
17	MNFV0118024	N60W21501 Legacy Trail	2
18	MNFV0118025	N60W21477 Legacy Trail	2
19	MNFV0118026	N60W21445 Legacy Trail	2
20	MNFV0118027	N60W21423 Legacy Trail	2
21	MNFV0118028	N60W21393 Legacy Trail	2
22	MNFV0118029	W213N6030 Legacy Trail	2
23	MNFV0118030	W213N6044 Legacy Trail	2
24	MNFV0118031	W213N6058 Legacy Trail	2
25	MNFV0118032	W212N6064 Legacy Trail	2
26	MNFV0118033	W212N6082 Legacy Trail	2
27	MNFV0118034	W212N6091 Legacy Trail	2
28	MNFV0118035	W213N6085 Legacy Trail	2
29	MNFV0118036	W213N6073 Legacy Trail	2
30	MNFV0118037	W213N6061 Legacy Trail	2
31	MNFV0118038	N60W21454 Legacy Trail	2
32	MNFV0118039	N60W21480 Legacy Trail	2
33	MNFV0118040	Legacy Trail/Arbor Lane	2

Lot #	Tax ID Number	Address	Phase
34	MNFV0118041	W215N6060 Arbor Lane	2
35	MNFV0118042	W215N6078 Arbor Lane	2
36	MNFV0118043	N61W21509 Masters Drive	2
37	MNFV0118044	N61W21481 Masters Drive	2
38	MNFV0118045	N61W21449 Masters Drive	2
39	MNFV0118046	N61W21442 Masters Drive	2
40	MNFV0118047	N61W21476 Masters Drive	2
41	MNFV0118048	N61W21498 Masters Drive	2
42	MNFV0118049	N61W21522 Masters Drive	2
43	MNFV0118050	N61W21550 Masters Drive	2
44	MNFV0118051	Masters Drive/Arbor Lane	2
45	MNFV0118052	W215N6075 Arbor Lane	2
46	MNFV0118053	W215N6051 Arbor Lane	2
47		N61W21417 Masters Drive	3
48		W213N6108 Masters Drive	3
49		W213N6114 Masters Drive	3
50		W213N6126 Masters Drive	3
51		W213N6132 Masters Drive	3
52		W213N6148 Masters Drive	3
53		Masters Drive	3
54		W212N6157 Legacy Trail	3
55		W212N6145 Legacy Trail	3
56		W212N6133 Legacy Trail	3
57		W212N6123 Legacy Trail	3
58		W212N6105 Legacy Trail	3
59		W212N6094 Legacy Trail	3
60		W212N6106 Legacy Trail	3
61		W212N6122 Legacy Trail	3
62		W212N6144 Legacy Trail	3
63		W212N6150 Legacy Trail	3
64		W212N6172 Legacy Trail	3
65		N61W21242 Legacy Trail	3
66		N61W21312 Legacy Trail	3
67		N61W21340 Legacy Trail	3
68		N61W21378 Legacy Trail	3
69		N61W21404 Legacy Trail	3
70		Masters Drive	3
71		W213N6147 Masters Drive	3
72		W213N6125 Masters Drive	3

Outlot #	Tax ID Number	Address	Phase
1	MNFV0118017		1
2	MNFV0118018		1
3	MNFV0118019		1
4	MNFV0118020		1
5	MNFV0118021		1
6	MNFV0118022		1
7	MNFV0118023		1
8	MNFV0118054		2
9	MNFV0118055		2

Document Number

FIRST AMENDMENT TO SILVER SPRING ESTATES
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
VILLAGE OF MENOMONEE FALLS,
WAUKESHA COUNTY, WI

Electronically Recorded
4189748

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 02/02/2016 3:30:25 PM
Total Fee: \$30.00 Page(s): 6
Transfer Tax: \$0.00

This is a First Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Silver Spring Estates, dated April 30, 2015, recorded May 4, 2015 in the Office of the Waukesha County, Wisconsin Register of Deeds as Document No. 4139546 (the "**Declaration**"). This Amendment is made by MFallsSSE, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the "**Declarant**").

Record this document with the Register of Deeds

WITNESSETH:

WHEREAS, Declarant is the developer of the subdivision known as Silver Spring Estates, referred to in the Declaration as the "**Development**"; and

Name and Return Address:
Atty. Gregory J. Paradise
Mohs, MacDonald, Widder, Paradise
& Van Note, LLC
20 N. Carroll Street
Madison, WI 53703

WHEREAS, Declarant intends to develop the Development in phases, and to make each such phase subject to the terms of the Declaration; and

See Exhibit "A"
(Parcel Identification Number)

WHEREAS, Declarant wishes to make Phase 2 of the Development subject to the Declaration by means of this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the "**Property**", the "**Subdivision**" or "**Silver Spring Estates**". As used herein, the term "**Phase 1**" shall refer to Lots 1-16 of the Subdivision. As used herein, the term "**Phase 2**" shall refer to Lots 17-46 of the Subdivision. Phase 2 is composed of thirty (30) individual residential lots and is the second phase of the Subdivision, which Subdivision consists of a proposed total of 138 individual Lots.

3) **Phase 2 Subject to Declaration.** Section A-1(A) of the Declaration is modified to provide that the entirety of Phase 2 is made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

4) **Assessments.** The date in Section A-5(B)(1) is changed from October 1, 2015, to January 1, 2016. All other terms of Section A-5(B)(1), shall remain unchanged.

5) Land Use and Building Type. The first sentence of Section B-2(B) is modified to read as follows: "With the exception of Lot 1, all Lots in Phase 1 and Phase 2 shall be used for single family residential purposes." All other terms of Section B-2(B), shall remain unchanged. Section B-2(F) is modified to read as follows: "Outlots 2, 5, 8 and 9 shall be used for private stormwater management purposes." This paragraph replaces and supersedes Section B-2(F), which shall be deemed deleted from the Declaration in its entirety.

6) Easements. Section B-6 is hereby modified in part to add the following provision. Reference is made to the Plat of the Development for additional information and description of the following:

N) Lot 21 is responsible for mowing Outlot 8.

O) Lots 7-16 and 27-33 are subject to a public sidewalk in the front of each such Lot. Snow removal on the sidewalk will be the responsibility of the individual homeowner whose Lot fronts a portion of the sidewalk; however, the Association will be responsible for maintenance, repairs and replacement of any sidewalk adjacent to Outlots. This paragraph replaces and supersedes Section B-6(M), which shall be deemed deleted from the Declaration in its entirety.

7) Effect of Amendment. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

EXHIBIT "A"

**DESCRIPTION OF LOTS IN SILVER SPRING ESTATES, PHASES 1 AND 2,
AND PARCEL IDENTIFICATION NUMBERS**

Lots 1-46 and Outlots 1-9, Silver Spring Estates, Village of Menomonee Falls,
Waukesha County, Wisconsin

Lot #	Tax ID Number	Address	Phase
1	MNFV0118001	W220N6034 Town Line Road	1
2	MNFV0118002	N60W21669 Legacy Trail	1
3	MNFV0118003	N60W21643 Legacy Trail	1
4	MNFV0118004	N60W21619 Legacy Trail	1
5	MNFV0118005	N60W21591 Legacy Trail	1
6	MNFV0118006	N60W21555 Legacy Trail	1
7	MNFV0118007	N60W21552 Legacy Trail	1
8	MNFV0118008	N60W21588 Legacy Trail	1
9	MNFV0118009	N60W21616 Legacy Trail	1
10	MNFV0118010	N60W21630 Legacy Trail	1
11	MNFV0118011	N60W21654 Legacy Trail	1
12	MNFV0118012	N60W21678 Legacy Trail	1
13	MNFV0118013	N60W21710 Legacy Trail	1
14	MNFV0118014	N60W21736 Legacy Trail	1
15	MNFV0118015	N60W21762 Legacy Trail	1
16	MNFV0118016	N60W21790 Legacy Trail	1
17		N60W21501 Legacy Trail	2
18		N60W21477 Legacy Trail	2
19		N60W21445 Legacy Trail	2
20		N60W21423 Legacy Trail	2
21		N60W21393 Legacy Trail	2
22		W213N6030 Legacy Trail	2
23		W213N6044 Legacy Trail	2
24		W213N6058 Legacy Trail	2
25		W212N6064 Legacy Trail	2
26		W212N6082 Legacy Trail	2
27		W212N6091 Legacy Trail	2
28		W213N6085 Legacy Trail	2
29		W213N6073 Legacy Trail	2
30		W213N6061 Legacy Trail	2
31		N60W21454 Legacy Trail	2
32		N60W21480 Legacy Trail	2
33		Legacy Trail/Arbor Lane	2

Lot #	Tax ID Number	Address	Phase
34		W215N6060 Arbor Lane	2
35		W215N6078 Arbor Lane	2
36		Arbor Lane/The Masters Loop	2
37		N61W21481 The Masters Loop	2
38		N61W21449 The Masters Loop	2
39		N61W21442 The Masters Loop	2
40		N61W21476 The Masters Loop	2
41		N61W21498 The Masters Loop	2
42		N61W21522 The Masters Loop	2
43		N61W21550 The Masters Loop	2
44		The Masters Loop/Arbor Lane	2
45		W215N6075 Arbor Lane	2
46		W215N6051 Arbor Lane	2

Outlot #	Tax ID Number	Address	Phase
1	MNFV0118017		1
2	MNFV0118018		1
3	MNFV0118019		1
4	MNFV0118020		1
5	MNFV0118021		1
6	MNFV0118022		1
7	MNFV0118023		1
8			2
9			2

Document No.

**SILVER SPRING ESTATES
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

**VILLAGE OF MENOMONEE FALLS,
WAUKESHA COUNTY, WI.**

Drafted by and return to:
Jeff Rosenberg
Veridian Homes
6801 South Towne Drive
Madison, WI 53713

PREAMBLE

See Exhibit "B"
(Parcel Identification Numbers)

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") made this 30 day of April, 2015, by MFallsSSE, LLC, a Wisconsin Limited Liability Company (collectively, hereinafter referred to as the "**Declarant**") and/or their successors and assigns.

WHEREAS, Declarant is the owner of real property Village of Menomonee Falls located in Waukesha County, Wisconsin, more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

WHEREAS, Declarant desires to provide for the maintenance and enhancement of property values and amenities in said Development, and for the preservation of the properties and improvements thereon, as well as, for the preservation of said Development's distinctive style, and to prevent the erection, or maintenance of poorly designed or constructed improvements; and

WHEREAS, to the above end, Declarant desires to subject said real property, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has thought it desirable for the efficient maintenance and preservation of the values of said Development to create an Association to which should be delegated and assigned the powers of

owning, maintaining and administering the Common Property and facilities, as set forth below, and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents. Declarant will incorporate The Silver Spring Estates Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "**Association**") for such purposes; and

WHEREAS, Developer intends to proceed with the Development in phases, as further set below, with phases subsequent to Phase 1, as that term is defined below, being made subject to this Declaration, as the same may be amended from time to time, by separate written instrument by the Declarant at a later date.

NOW, THEREFORE, the Declarant declares that the real property legally described and depicted in Exhibit "A", attached hereto and incorporated herein by reference, will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

PART A
ASSOCIATION MATTERS

A-1) Property Subject to Protective Covenants

A) Existing Property. The real property subject to the provisions of these Protective Covenants consists of that part of Silver Spring Estates lying west of an unnamed tributary to the Fox River and consisting of Lots 1-16 (referred to as "Phase 1" herein). The entire Phase 1 is described on Exhibit A attached hereto (hereinafter the "Subdivision" or "Silver Spring Estates"). The entire Phase 1 of the Subdivision is composed of sixteen (16) individual residential lots (hereinafter "Lots") and is the first phase of a subdivision consisting of a proposed total of one hundred thirty eight (138) individual residential lots.

B) Additional Property. Declarant reserves the right, at any time during the term of these Protective Covenants, to subject other real property (the "Additional Properties") to the provisions of these Protective Covenants and to add the Additional Properties to the Subdivision. The Additional Properties shall be located in Waukesha County, Wisconsin and, when added to the Subdivision, shall be adjacent to the Subdivision. Developer shall add Additional Properties to the Subdivision by recording with the Register of Deeds for Waukesha County one or more amendments to these Protective Covenants, with each amendment setting forth the legal description of the Additional Properties thereby added to the Subdivision.

A-2) Definitions.

A) "Association" shall mean and refer to as Silver Spring Estates Homeowners Association, Inc., and its successors and assigns.

B) "Common Property" includes all those areas located in the Development which are contained within an outlot and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration, and all improvements located on said property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include all, accessways, traffic calming measures, plantings, landscaping islands or boulevards, which the Village of Menomonee is not obligated to maintain. Declarant may, by subsequent amendment or easement, designate parts of certain

private lands within the Development as Common Property, rendering the Association responsible for maintenance thereof, without subjecting the same to the ownership provisions contained in Section A-3, below.

C) "Declarant" shall mean and refer to MFallsSSE, LLC; a Wisconsin Limited Liability Company and/or their successors and assigns.

D) "Lot" shall mean and refer to the lands named Silver Spring Estates as described and depicted in Exhibit "A", now owned by Declarant, but which Declarant in the future intends to convey to purchasers who shall thereupon become members of the Association. The term "Property" or "Properties" shall be synonymous with the term Lot.

E) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the Properties described in Exhibit "A". A purchaser of any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor.

F) "Occupant" shall mean and refer to the occupant of any of the Properties who shall either be an Owner or a lessee who holds a written lease having an initial term of twelve months or more.

G) "Subdivision" shall refer to the lands described in Exhibit "A" as may be amended with "Additional Property". The term "Subdivision" is synonymous with the term "Development".

A-3) **Membership and Voting Rights.**

A) **Members.** Declarant will incorporate the Association. Each Owner of a Lot shall automatically become a member of the Association. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Lot consent to such Owner's membership in the Association whether or not specified on the deed to the Owner. Membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. The Association shall have authority to manage the Common Property. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Association. Tenants of Properties who are not Owners shall not be members of the Association. To the extent that Declarant owns any Lot, Declarant shall be a member of the Association until such ownership terminates.

B) **Voting Rights.**

1) Each member shall be entitled to one vote for each Lot owned except as set forth in A-3(B) (2) below.

2) When there is more than one Owner of a Lot, said Owners shall only be entitled to one collective vote for each Lot. There shall be no fractional votes or voting. When there is more than one Owner of any Lot, the vote attributable to such ownership must be cast unanimously by all the Owners of that Lot, or it shall not be considered for any purpose.

C) **Proxies.** Any Member may vote by proxy. All proxies shall be in writing and signed by the Owner or in cases where there is more than one Owner, by all Owners of the Lot.

D) Articles of Incorporation and By-Laws. The purposes and powers of the Association and the rights and obligations with respect to the members thereof, shall be governed by the Articles of Incorporation and By-Laws of the Association; provided, however, that such Articles of Incorporation and By-Laws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

E) First Year's Operating Expenses. Commencing on the date established for the payment of assessments under Section A-5(B)(1), Declarant shall pay to the Association an amount equal to the estimated operating expenses of the Association for a period of one (1) year, less assessments on Lots owned by Declarant actually paid to the Association for the one (1) year period of time. Said payment may shall be made in a lump sum or in twelve (12) monthly installments, at Declarant's option. Prior to said date, Declarant shall be solely responsible for payment of all maintenance expenses.

A-4) Description.

A) Responsibility for Assessments. At the present time, the Declaration is applicable to all Lots located in the Development. Declarant shall turn over to the Association, at the time control is turned over to the Members, any surplus received by the Association of income over expenses. The following table describes the number of assessment units (an "**Assessment Unit**"), which are assigned to various Lots in the Development based upon their intended use at the present time. The number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share ("**Percentage Interest**") of assessments for common area maintenance and other expenses, which the Association is permitted to assess to members under the Declaration. The Declarant shall be responsible for payment of assessments attributable to all residential Lots owned by Declarant. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

	<u>Use</u>	<u>Number of Assessment Units</u>
1)	Single Family:	One (1) per Dwelling Unit.
2)	Duplexes:	One (1) per Dwelling Unit

B) Percentage Interest for Condemnation or Insurance Proceeds. For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner in the Common Property.

C) Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease for a period of time in excess of one (1) year (a "**Lease**") any Lot shall be deemed to include the Owner's Percentage Interest in the Common Property and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein. The conveyance, encumbrance or Lease of an Owner's Percentage Interest in the Common Property independent of the appurtenant Lot and the conveyance, encumbrance or Lease of an appurtenant Lot independent of the Owner's Percentage Interest in the Common Property shall be prohibited.

D) Ownership.

1) The Common Property shall be initially owned by the Declarant until conveyed as provided below.

2) At the time of purchase, legal title to a percentage interest in the Common Property shall be deemed conveyed with each lot to an Owner, whether or not specified on the deed to the Owner. Legal title to the percentage interest in the Common Property shall be deemed conveyed with any subsequent conveyance of a Lot whether or not specifically stated. Taxes, assessments or other charges on the Common Property may be divided according to each Owner's Percentage Interest by the taxing authority or may be an assessment by the Association against each of the Lots in an amount equal to the Percentage Interest attributable to such Lot.

3) The Common Property shall be conveyed to the Association by the Declarant. The Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Association. General property taxes, assessments and other charges shall be prorated between the Declarant and the Association based on the date of conveyance by the Declarant to the Association.

E) Damage or Destruction of Common Property by Owner. In the event any Common Property is damaged or destroyed by an Owner or any of his guests, lessees, tenants, licensees, agents or member(s) of his family, including pets, said Owner does hereby irrevocably authorize the Association to repair said damage. The Association shall repair and restore any damaged area to its former condition. The amount necessary for said repair shall become a special assessment upon the Property of said Owner.

A-5) Maintenance of Common Property

A) Maintenance Requirements.

1) Responsible Party. Declarant shall initially provide for the care, operation, management, maintenance and repair of the Common Property, until the Common Property is conveyed as provided herein. After such time, the Association shall provide for the care, operation, management, maintenance and repair of the Common Property and shall keep the Common Property maintained in good and safe condition.

2) General Responsibilities. Maintenance shall include, but not be limited to, responsibility for landscaping and lawn care, snow removal including shoveling with particular attention being paid to cross walk ramps and islands, improvements to common areas, upkeep of storm water management facilities which may include detention basins and drainage swales, common property lighting and/or other common property utility charges and any special street design features or traffic calming features.

3) In order to carry out its maintenance obligations, the Association may enter into a long-term contract (i.e., no less than ten (10) years) with a reputable property management company ("**Management Company**"), pursuant to which contract the Management Company shall assume the maintenance obligations of the Association as provided herein.

4) Any and all expenses incurred by the Management Company, on behalf of and pursuant to its contract with the Association, in connection with the management and maintenance of the Common Property and administration of the Association shall be deemed to be common expenses (“**Common Expenses**”), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing;; improvements to the Common Property; common grounds security lighting; municipal utility services for Common Property; enforcement of this Declaration (including attorneys’ fees); and maintenance and management salaries and wages.

B) Assessments.

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments (“**General Assessments**”) against each Lot beginning ~~October~~ 1, 2015 for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys’ fees, shall constitute a lien on the Lot on which it is assessed.

2) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments (“**Special Assessments**”) against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association and/or the Management Company may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. Special Assessments shall be paid at such time and in such manner as the Association or the Management Company may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

3) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of Ownership. The Association or the Management Company, on behalf of and pursuant to its contract with the Association, may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Association election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association/Management Company securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

C) **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Property shall not release the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment(s) as to payments which become due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or proceedings in lieu thereof shall relieve such Property from liability from any assessments thereafter becoming due or from the lien thereof.

D) Joint and Several Liabilities of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a Property shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Property conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Declaration in excess of the amount therein set forth.

PART B
CONDITIONS, COVENANTS AND RESTRICTIONS

B-1) Applicability. The following provisions in this Part B shall apply to all Lots and Outlots, as described in Exhibit "A" and such other Lots or Outlots as may, in the future, be subjected to this Declaration, as the same may be amended from time to time, by Declarant in the sole exercise of Declarant's discretion.

B-2) Land Use And Building Type. Only the following designated uses for Lots and Outlots shall be permitted:

A) Lot 1 shall be used for duplex residential purpose.

B) Lots 2-16 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached garage of a size to be approved by the Committee, as that term is defined below with the exception of Lot 1. Lot 1 shall have a detached garage. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

C) Outlot 3 shall be dedicated to the Village of Menomonee Falls for open space.

D) Outlot 7 shall be dedicated to the Village of Menomonee Falls for open space and recreational trail purposes.

E) Outlots 1, 4 and 6 shall be used as private open space.

F) Outlots 2 and 5 shall be used for private stormwater management purposes.

G) The well on Lot 1 shall be used for irrigation purposes.

H) No direct access to C.T.H. "V" from any homesite or outlot shall be permitted. No access to any roadway shall be permitted over the vision corner easements from the adjacent lots.

I) Notice is hereby given that as of the date hereof, there is an active railroad adjacent to the neighborhood.

J) At a future date, Builder to install stop lights at the intersection of Townline Road/C.T.H. V and Legacy Trail.

K) Notice is hereby given that in the future, the Village intends to build a water tower at the north property line, adjacent to the golf course and railroad tracks.

Uses, other than the uses set forth in this section B-2, shall not be permitted on the Lots or Outlots, as applicable, without the prior written approval of the Declarant and Committee (defined in Section B-3 below), as appropriate. After Declarant control of the Association has terminated, approval from the Association and the Committee shall be required.

Except as otherwise provided herein, no buildings, signs or other structures incidental to the use of any Outlot, which have been approved in advance by the Committee, may be constructed on any Outlot.

All rights-of-way noted on the Plat shall be dedicated as permanent public streets and rights-of-way and shall be improved in accordance with agreements entered into between the Declarant and the municipality in which the Development is located.

B-3) Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a majority of the Architectural Control Committee (the “**Committee**”) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. There shall be a variation in building elevations on adjacent Lots. Approval shall be as provided below.

B-4) Dwellings and Landscaping. The landscaping to be installed on all Lots must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points as set forth hereafter as described in Exhibit “C”, attached hereto and incorporated herein by reference and further described in the Design Guidelines. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit “D”, attached hereto and incorporated herein by reference and further referenced in the Design Guidelines. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. Landscape installed by the Declarant may or may not meet the minimum number of required points. All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the structure. No outbuilding or accessory building of any nature shall be erected on any Lot with the exception of detached garages for Lot 1 only.. No above-ground swimming pools shall be permitted. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every fourteen (14) days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed

against said Lot in accordance with the terms of Section A-5 (B)(2) above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

B-5) Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks, portable moving and storage containers, mini storage or on-site storage containers (collectively, without limitation by reason of enumeration “**Equipment**”), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers, trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage

B-6) Easements.

A) No structure, planting, or other materials shall be placed or permitted to remain within any easement of record (an “**Easement**”) if any, which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water or the direction of such flow through the Easement or through such other drainage channels or swales that may have been created by the Plat or otherwise. The Easements located on each Lot and all improvements therein shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

B) The Public Drainage and Storm Sewer Easements shall be graded with the construction of each principal structure in accordance with the approved Stormwater Drainage Plan on file with the Village Engineer, as amended in accordance with Village of Menomonee Falls General Ordinances.

C) Utility easements as herein set forth on the Plat are for the use of public and private utilities having the right-of-way to serve the area.

D) There is a ten foot (10’) wide private access easement through Outlot 1 for the benefit of Lot 1.

E) Lot 6 is a Furnished Model where the garage area will be used as an office for Sales purpose for the duration of the sales program.

F) Lot 7 is subject to a twenty foot (20’) wide public storm sewer easement.

G) Lots 7-16 are subject to a ten foot (10’) wide private stormwater drainage easement in addition to a twelve foot (12’) wide public utility easement both at the rear of the homesites.

H) Lots 7-8, 11-12 and 15-16 are each subject to a ten foot (10’) wide public storm sewer easement adjoining the paired homesites.

I) Lots 2-6 have a twelve foot (12’) wide public utility easement in front and a thirty foot (30’) wide public storm sewer easement in the rear of the homesites.

J) Lot 12 has a twelve foot (12') wide public utility easement along a portion of the west property line at the rear of the homesite.

K) No direct access to C.T.H. "V" from any Lot or Outlot shall be permitted. No access to any roadway shall be permitted over the vision corner easements from the adjacent lots.

L) All rights-of-way noted on the Plat of the Development shall be dedicated as permanent public easements of conveyance and shall be improved in accordance with applicable law.

M) Lots 7-16 are subject to a public sidewalk in the front. Snow removal on the sidewalk will be the responsibility of the individual homeowner that fronts their portion of their sidewalk, however, the Homeowners Association will be responsible for maintenance repairs and replacement as the sidewalk benefits the entire neighborhood.

B-7) Slope and Swale Areas.

A) The graded slopes and swales as established by Declarant shall remain as permanent. Within these slopes and swales, no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slopes and swales of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, at the Owner's sole expense, except for those improvements for which a public authority or utility company is responsible.

B) In order to control run off, all down spouts and down spout extenders are to drain into a permeable area such as grass or a planting bed.

C) Declarant and the Village of Menomonee Falls have agreed to a certain Storm Water Management Plan. In the event of conflict between any plans and such Storm Water Management Plan, the Storm Water Management Plan shall control. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition and the Lot Owner shall be responsible for the cost thereof.

D) Any disputes relating to drainage swales, drainage or other surface water issues, shall be resolved by the Board of Directors of the Association, which may seek the advice of the Village Engineer of the Village of Menomonee Falls. The Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by said Board.

B-8) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Lots and/or improvements.

B-9) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

B-10) Signs. No sign of any kind shall be displayed to the public view on any Lot except, one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent or signs without regard to size used by the Declarant, a builder or licensed real

estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant.

B-11) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

B-12) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot.

B-13) Sight Distance at Intersections. No fence, wall, hedge or shrub planting greater than 2.5 feet shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

B-14) Mailboxes and posts. Mailboxes and posts serving homes in the neighborhood, whether individual or multi-gang, will be provided by Declarant at Declarant's sole cost and expense. Damaged or missing mailboxes and posts shall be replaced with a mailbox and post identical in all respects with that originally provided, at the sole cost and expense of the Owner(s). The location and placement of the mailboxes shall be at the sole discretion of the United States Postal Service.

B-15) Improvements Within Easements. Any improvements (for example, fences, dog kennels, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

B-16) Notices to Owners. The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

A) Plantings, flower beds, and entry signs (including utility installations connected therewith) constructed and installed by Declarant, if any, shall be deemed a part of the Common Area. The Association is obligated to maintain any entry feature; maintenance shall include electrical charges (if any), sign repair and maintenance of the landscaping including mowing of all lawns and grass areas. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required adversely affects the natural flow of surface or underground waters within the area permitted.

B) The Development will be covered by a Post-Construction Runoff Permit issued by the Village of Menomonee Falls which requires Owner to maintain swales, detention basins and other stormwater management facilities. If the Association does not maintain the facilities, the Village will hold the individual Owners responsible.

C) Notice is hereby given that as of the date hereof, there is an active railroad adjacent to the neighborhood.

D) Stop Light. At a future date, Builder to install stop lights at the intersection of Townline Road/C.T.H. V and Legacy Trail.

E) No direct access to C.T.H. "V" from any Lot or Outlot shall be permitted. No access to any roadway shall be permitted over the vision corner easements from the adjacent lots.

PART C **ARCHITECTURAL CONTROL COMMITTEE**

C-1) Membership. Declarant shall establish an Architectural Control Committee (the "**Committee**") consisting of three (3) members. So long as Declarant has title to any Lot subject to this Declaration, the Committee shall be appointed by Declarant. After Declarant no longer has title to any Lot within the Development or at such earlier time as determined by the Declarant, the initial members of the Committee shall resign and the Association shall elect three (3) Owners to serve on the Committee. At any time, Declarant may elect to surrender the selection of the members of the Committee to the Association.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee appointed hereunder shall serve for the time period specified in paragraph C-10, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

C-2) Architectural Control. No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application ("**Application**"). Plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee. The Application can be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources (located on the top toolbar), select Architectural Control Committee and select the appropriate application for your request.

C-3) Plan Review. The Committee shall review said Application, plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. The Committee shall use the guidelines set forth in this Declaration as an aid in exercising its architectural control responsibilities

hereunder, but nothing contained herein or therein shall limit the Committee's discretion to grant variances from or make changes to, the guidelines, as they shall determine in the sole exercise of their discretion.

C-4) Procedure.

A) Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed Fifty and no/100 Dollars (\$50.00) for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to provide, in writing, approval or disapproval within thirty (30) days after application, plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied.

B) A submission will not be complete, and the thirty (30)-day approval time, as applicable, set forth above shall not commence until all documents required herein have been submitted. All such submissions shall be made to the Committee at the address set forth in this Declaration or to such other address that the Committee may designate.

C) The Committee shall have the sole right to reject any Application and plans which, in the judgment and sole opinion of a majority of its members are not in conformity with this Declaration; or are not desirable for aesthetic reasons; or are not in harmony with buildings located on the surrounding Lots; or are not in conformity with the general purposes of this Declaration.

D) The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

E) The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as Common Property expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

F) The owner of a Lot shall submit Plans and Specifications to the Committee at the earlier of (i) at least fifteen (15) days prior to the time that such Plans and Specifications are submitted to the Building Inspector at the Village of Menomonee Falls for approval, or (ii) thirty (30) days prior to commencement of construction of the dwelling unit or any improvement. Plans and Specifications must comply with the standards set forth in Section D herein and must be approved by the Committee in writing prior to any application for a building permit to the Village of Menomonee Falls, and before any construction or alteration of any improvement may be commenced on any Lot. Upon request of the Lot Owner, the Committee shall issue a written receipt for the Plans and Specifications submitted by or on behalf of the Lot Owner, showing the date of submission.

C-5) Separate City Approval. Matters which require approval of the Committee may also require approval of the Village of Menomonee Falls. Obtaining approval from the Committee and the Village of Menomonee Falls is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the Village of Menomonee Falls and approval by the Village of Menomonee Falls shall not be deemed approval by the Committee.

C-6) Records. Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address:

Silver Spring Estates Homeowners Association, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713

C-7) Committee Liability. Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any Owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. The Committee is not responsible for ensuring that the application and plans submitted by an Owner are in compliance with applicable laws, rules, regulations, ordinances or customary and typical building practices. The Committee does not review plans for structural design.

C-8) Indemnification. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Property expense. Nothing in this Section C-8 shall be deemed an indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

C-9) Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other houses in the development.

C-10) Successor to Committee. Declarant may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Declarant no longer has any ownership interest in the Property. At such time as Declarant turns over Committee control, the Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

PART D
DESIGN GUIDELINES

D-1) Single Family Dwelling Units.

A) Architectural Character. Architecture within the Development will be developed with a variety of American vernacular architectural styles in mind. These architectural styles, while not a comprehensive list, will offer a unique mixture of styles for the development, and will be applied with proportions and character in mind. The overall character of the development will be created so that the architectural styles are compatible and the overall cohesion of styles will help foster a unique setting without stifling the architectural creativity on the individual building level, creating a varied but integrated community. The following styles are permitted:

Cottage	Craftsman	Four Square	Farmhouse	Saltbox
Prairie	Shingle	Traditional	Victorian	Southern Traditional
Georgian	Greek Revival			

The requirements as itemized in the following section will be used as applicable to the context of the specific architectural style. Declarant reserves the right to grant variances in its sole discretion. Where Village zoning is more restrictive, such requirements will govern.

B) Unit Size and Setbacks.

1) Unit Size. For those dwelling units that are not adjacent to the golf course, the total minimum finished living area of a one (1) story dwelling unit shall be 1,800 square feet and for a two (2) story dwelling, the total minimum dwelling unit shall be 2,000 square feet. For those dwelling units adjacent to the golf course, the total minimum finished living area of a one (1) story dwelling unit shall be 2,300 square feet and for a two (2) story dwelling unit, the minimum dwelling unit shall be 2,600 square feet.

2) Setbacks. The required minimum building setbacks are shown on the plat.

C) Front Porch. Usable front porches are encouraged as both visual and functional design elements. A usable open front porch is defined as having a minimum depth of 6'-0", and a minimum width of 8'-0".

1) Porch post style should be consistent with the overall architectural style of the home. Minimum standard porch design details include the following; porch posts or alternate per plan, porch balustrades, when provided, of nominal 2" x 2" square wood at a maximum of six inches (6") on center; and newel posts that are compatible with the design of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

D) Attached Garage.

1) There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling unit.

2) The maximum garage width exposed on the front elevation containing front facing doors shall be no greater than fifty percent (50%) of the overall building width.

3) A front-entry garage cannot project beyond the face of the home or the open porch. For homes without porches adjacent to the garage, the garage face must be set back a minimum of 2'-0" from the front elevation or otherwise comply with the applicable zoning classification requirements.

4) Tandem, split or side entry garages are encouraged for three (3) or four (4) car garages. For three (3) car front entry garages, the third stall must have a minimum setback of the greater of 2' from the two-car garage line or as required by compatible roof design. Overall garage width must comply with zoning and design guideline standards.

5) The garage door shall be a raised panel design painted to match the siding on the home. The use of windows in the door, appropriate to the architectural style, is encouraged. The maximum single garage door size is 8' x 18".

E) Ornamental Design Elements.

1) Ornamental design elements, such as dormers, shutters, window wrap window grids, gable vents, pilasters, pediments, etc., shall be used in a manner consistent with the overall architectural style of the home and with emphasis on elevations exposed to public space.

2) Window wrap or shutters and window grids are required on front and other primary elevations facing a public space. Gable vents, minimum 5½" horizontal trim, and/or eyebrow roofs are required on front elevation gables greater than 10'-0" in width and are encouraged on other gables as deemed appropriate by the Architectural Control Committee.

3) The shutters shall be wood or polystyrene with colors as approved by the Architectural Control Committee or of other material or color as deemed acceptable by the Architectural Control Committee. Panel or louver design shutters shall be used as appropriate to home materials & style.

4) The window wrap shall be minimum 3½" vinyl, wood or composite as approved by the Architectural Control Committee and used with box outs or when part of the standard plan.

5) Gable vents shall be the NuWood triangle or peaked series or equivalent for the front elevation, and side elevations facing a public street, or other design approval by the Architectural Control Committee. Other gable ornamentation as appropriate to architectural style may be allowed or required by the Architectural Control Committee.

F) Roof/Facias/Soffits/Eaves.

1. Roof Standards:

a) Roof design must be consistent with the overall architectural style of the home. Roof forms and pitches as established on individual styles may not be altered without approval by the Architectural Control Committee.

b) Roof material shall be Owens Corning Oakridge 30 architectural shingle or equal and in colors as approved by the Architectural Control Committee. Rubber roofing is allowed on flat roof areas and metal roofing is allowed on feature elements.

- c) Use of an eyebrow roof or projecting gable is required at brick walls not extending into a gable are encouraged, as appropriate, at double gable returns and porch column caps.
 - d) Hip roof design, porches or other elements deemed appropriate by the Architectural Control Committee may be used in lieu of specific gable requirements.
2. Fascia, Soffit and Eave Standards:
- a) Facia shall be 8” minimum aluminum with colors as approved by the Architectural Control Committee, wood or composite material may be used when appropriate to the architectural style.
 - b) Aluminum soffit and eave color shall match fascia.
 - c) A minimum 12” overhang is required at typical eaves and gable ends. However, 6” is allowable with projections less than 6’-0” in width, such as the fireplace chase and a small bay window, and beyond structure line at open porches. Larger overhangs may be required as appropriate to the architectural style.

G) Exterior Wall Surfaces.

- 1) Siding material shall be composite material as approved by the Architectural Control Committee. Shingle or vertical board and batten siding is encouraged for accent areas appropriate to the style of the home. Colors shall be approved by the Architectural Control Committee.
- 2) Windows may be vinyl; vinyl clad, aluminum clad or wood with colors as approved by the Architectural Control Committee.
- 3) Variation of wall planes on primary elevations is encouraged.
- 4) Any elevations facing public streets or spaces shall have a minimum of two (2) windows with wrap trim or shutters and window grills as appropriate and one (1) gable vent.
- 5) The use of brick or stone is encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a soldier course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2’-4” when terminated at an outside corner.
- 6) Brick or stone material and color selections shall be as approved by the Committee and harmonious with overall neighborhood palette, as well as with the specific home design.

D-2) Other Improvements.

A) Fences All fencing must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. All fence material shall be constructed of wood or other material as approved by the Committee. A zoning approval or building permit from the Village of Menomonee Falls may be required to construct fencing. Committee approval does not supercede the need for any municipal approvals or permits.

1) Fencing may consist of vinyl or wood and shall be stained or painted. The fence style can be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources located on the top toolbar, select Architectural Control Committee, scroll down to the Silver Spring Estates neighborhood and select Acceptable Fence Style.

- a)** All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
 - b)** Posts shall be spaced a minimum of 72” and a maximum of 96” on center. Rails shall be discontinuous and abut into the posts.
 - c)** Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot.
 - d)** Fencing stain or paint color by Hallman Lindsay of ES 530 Jersey Spot (or matching color by other manufacturer) is the only color allowed for wood material and the color by PlyGem Fence/Railing of Sandstone (or matching color by other manufacturer) is the only color allowed for vinyl material.
- 2)** Appropriate uses of fencing:
- a)** Fencing shall be limited to rear and side yards only.
 - b)** Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.
 - c)** Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.
 - d)** Fencing at side yards of corner lots shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk), unless further restricted by Village ordinance.
- 3)** Inappropriate use of fencing:
- a)** Fencing in front yards shall not be permitted.

- b) Fencing shall not occur in freestanding segments or be placed arbitrarily.
- c) Fencing shall not meet porch or deck corners.
- d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

B) Decks. All decks must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the Village of Menomonee Falls may be required to construct a deck. Committee approval does not supersede the need for any municipal approvals or permits.

- 1) Appropriate deck design shall incorporate the following criteria:
 - a) Deck(s) shall be proportionate in size to the footprint of the dwelling
 - b) Deck(s) shall be proportionate in length and width
 - c) Deck(s) shall not project past the rear or side yard setbacks
 - d) Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.
 - e) Deck(s) must be stained or painted
- 2) Inappropriate deck design:
 - a) Deck(s) in front yards shall not be permitted.
 - b) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.
 - c) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

C) Kennels/Runs. All dog kennels or dog runs must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the Village of Menomonee Falls may be required to construct kennels/runs and fencing. Committee approval does not supercede the need for any municipal approvals or permits.

1) Fencing surrounding kennel or run may consist of vinyl or wood and shall be stained or painted. Fence style can be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources located on the top toolbar, select Architectural Control Committee, scroll down to the Silver Spring Estates neighborhood and select Acceptable Fence Style.

- a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.

- b) Posts shall be spaced a minimum of 72” and a maximum of 96” on center. Rails shall be discontinuous and abut into the posts.
 - c) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.
 - d) Fencing stain or paint color by Hallman Lindsay of ES 530 Jersey Spot (or matching color by other manufacturer) is the only color allowed for wood material and the color by PlyGem Fence/Railing of Sandstone (or matching color by other manufacturer) is the only color allowed for vinyl material
- 2) Appropriate placement of kennels or runs:
- a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
 - b) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.
 - c) Only one kennel or run is permitted per Lot.
 - d) Kennels must be oriented with the long side parallel to home.
- 3) Inappropriate placement of kennels or runs:
- a) Kennel or run in front or side yards shall not be permitted.
 - b) Kennel or run shall not occur in freestanding segments or be placed arbitrarily on the lot.
 - c) Kennel or run shall not meet porch or deck corners.
 - d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

D) Accessory Outbuildings. No outbuilding, shed or accessory building of any nature shall be erected on any Lot, with the exception of the detached garage on Lot 1..

E) Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot without prior written approval of the Committee.

- 1) Appropriate antennae or satellite dish placement:
- a) Only one antennae or satellite dish shall be allowed per lot.

- b) The location of the satellite dish can be any of the following and shall not be visible from the curb directly in front of the home:
 - 1. On a pole in the backyard and located close to the home.
 - 2. Attached to the deck.
 - 3. On the rear roof line of the home.
 - a. A satellite dish shall not project past the uppermost roof ridgeline. This method is not recommended by the Committee as you may have water infiltration issues if the dish is not properly installed and roof repairs may not be covered under the applicable roof warranty.

2) Inappropriate antennae or satellite dish placement:

- a) Antennae or satellite dish in front or side yards shall not be permitted.
- b) Antennae or satellite dish shall not interfere with utility equipment.

F) Firewood Storage. No firewood or woodpile shall be kept on any lot unless it is neatly stacked, placed in the rear yard and screened from street view by plantings or a fence first approved in writing by the Committee.

G) Solar Collectors. No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the Committee, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

H) Lighting. Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots. Uniform post lights specified by the Declarant shall be installed on the Lot at the time of finished grading of the yard at a location specified by the Declarant. Each post light shall be connected to an electrical power source at the time of installation and shall be maintained in a clean and operating condition at all times thereafter, provided, however, that post lights shall weather naturally and therefore shall not be painted or stained. Any replacement of such post lights shall be accomplished by the Lot Owner, and only with a post light of the same specifications, height and appearance and in the same location as the original post. The post light specified by the Declarant is equipped with a photoelectric sensor for automatic use from dusk to dawn, therefore, no Lot Owner may install a turn-off switch for the post light. It is the Owner's responsibility to maintain the lights so that they are always operational.

I) Mailboxes. Uniform mailboxes shall be specified by the Declarant. All mailboxes must be installed in accordance with the requirements of the U.S. Post Office. Any replacement of such mailbox shall be accomplished by the Lot Owner, and only with a mailbox of the same specifications, height and appearance as the original mailbox at Lot Owner's expense. No other mailbox or other receptacle of any kind for use in the delivery of mail shall be erected or installed by a Lot Owner.

J) Landscaping Requirements. Pursuant to Section B-4 of the Declaration of Conditions, Covenants and Restrictions, Developer hereby imposes upon all Lots described in Exhibit "A", attached hereto and incorporated herein by reference (and any Additional Property), the requirement that

the Owners thereof install landscaping on such Lots which meets or exceeds the minimum number of points for landscaping set forth in Exhibit "C". The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference. All terms, covenants and conditions of Section B-4 of the Declaration of Conditions, Covenants and Restrictions, as amended herein, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph. Landscape installed by the Declarant may or may not meet the minimum number required.

PART E

GENERAL PROVISIONS

E-1) Term. This Declaration shall run with the Property and Common Property, and shall be binding on Declarant and all Members and their successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date recorded, after which time said Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Members agreeing to change said Covenants in whole or in part or to terminate the same.

E-2) Enforcement. The Declarant (or either one of them if more than one), Architectural Control Committee or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Committee shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees.

E-3) Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

E-4) Model Homes. So long as Declarant shall own any Lot in the Development, Declarant shall be permitted to maintain model homes in the Development, including therein a sales office for the purpose of sales and marketing of its homes.

E-5) Parade of Homes. So long as Developer shall own any Lots in the Development, ("Lot"). Developer reserves the right to submit some or all of said Lots as a site for the Parade of Home Metropolitan Builders Association (the "Parade"). In the event that some or all of said Lots are selected as a site for a Parade, this Declaration of Protective Covenants, Conditions and Restrictions shall, as to the Lots enrolled in the Parade, for a limited period of time ending 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified, to the extent necessary, to permit the Metropolitan Builders Association to hold its Parade in this Development pursuant to the then current Parade Rules and Checklist of the Metropolitan Builders Association. All purchasers of Lots, and/or their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration of Protective Covenants, Conditions and Restrictions by the Developer, the Metropolitan Builders Association, or any of the builders or participants in the Parade for the period of the Parade as set forth above, including the closing of any public or private streets in the Parade area. All Lot

owners appoint the Developer their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

E-6) Governing Law. This Declaration shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. The terms of this Declaration are not intended to replace or affect any applicable laws, ordinances, rules or regulations of the Village of Menomonee Falls.

E-7) Notices.

A) Notices to Declarant shall be given to Declarant at the following address: 6801 South Towne Drive, Madison, WI 53713.

B) Notices to an Owner of any Lot within the Development shall be given in care of the street address of the Lot.

C) Any party may change its address by written notice given to the other parties. Party, its successors and/or assigns, may change said addresses by notice properly given hereunder.

E-8) Amendment and Release. At any time until Declarant conveys all of the Lots which comprise the entire Property, or turns control of the Association over to its Members, whichever occurs first, Declarant may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors. These restrictions or any part thereof may be cancelled, released or amended in writing as to the entire Plat or any part thereof by the Declarant at any time until Declarant conveys all of the Lots or until the Declarant turns over control to the Committee, whichever comes first. After the Declarant has sold all of the Lots or otherwise released or assigned his right to enforce the Declaration, then this Declaration or any part thereof may be released, cancelled, amended or waived hereof.

E-9) No Waiver. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or any other provision of this Declaration.

E-10) Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

E-11) Including. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

E-12) Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

E-13) Remedies. All remedies herein are cumulative.

Exhibit "A"

Description of Silver Spring Estates Lots

Lots 1-16, Outlots 1-7, Silver Spring Estates, Village of Menomonee Falls, Waukesha County, Wisconsin

Exhibit "B"
Lots in Silver Spring Estates
Phase I

Lot #	Tax ID Number	Address
1	MNFV0118001	W220N6034 Town Line Road
2	MNFV0118002	N60W21669 Legacy Trail
3	MNFV0118003	N60W21643 Legacy Trail
4	MNFV0118004	N60W21619 Legacy Trail
5	MNFV0118005	N60W21591 Legacy Trail
6	MNFV0118006	N60W2155 Legacy Trail
7	MNFV0118007	Legacy Trail/Arbor Lane
8	MNFV0118008	N60W21588 Legacy Trail
9	MNFV0118009	N60W21616 Legacy Trail
10	MNFV0118010	N60W21630 Legacy Trail
11	MNFV0118011	N60W21654 Legacy Trail
12	MNFV0118012	N60W21678 Legacy Trail
13	MNFV0118013	N60W21710 Legacy Trail
14	MNFV0118014	N60W21736 Legacy Trail
15	MNFV0118015	N60W21762 Legacy Trail
16	MNFV0118016	N60W21790 Legacy Trail

Outlot #	Tax ID Number
1	MNFV0118017
2	MNFV0118018
3	MNFV0118019
4	MNFV0118020
5	MNFV0118021
6	MNFV0118022
7	MNFV0118023

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
2-138	350	500

EXHIBIT "D"
Landscaping Elements

Elements	Point Schedule
A) <i>Small Shade Trees (balled and burlaped)</i> (1.5"-2" caliper at 6" from the roots)	50
B) <i>Medium Shade Trees (balled and burlaped)</i> (2"-3" caliper at 6" from the roots)	100
C) <i>Large Shade Trees (balled and burlaped)</i> (3"-4" caliper at 6" from the roots)	150
D) <i>Extra-Large Shade Trees (balled and burlaped)</i> (4" + caliper at 6" from the roots)	200
E) <i>Ornamental Trees (balled and burlaped)</i> (1.5"-2" caliper at 6" from the roots)	50
F) <i>Small Evergreen Trees</i> (3' to 4.5' when planted)	25
G) <i>Medium Evergree Trees</i> (5' to 6.5' when planted)	50
H) <i>Large Evergreen Trees</i> (7' + when planted)	100
I) <i>Evergreen Shrubs</i> (18" minimum diameter)	20
J) <i>Small Deciduous Shrubs</i> (18" to 35" in diameter)	10
K) <i>Medium Deciduous Shrubs</i> (35" to 60" in diameter)	15
L) <i>Large Deciduous Shrubs (balled and burlaped)</i> (60" or greater in diameter)	25
M) <i>Decorative Retaining Walls</i> (Points are per face foot. Boulders, timbers, and stones only – no concrete walls included.)	10
N) <i>Paver Stone Walks, Paths or Patios</i> (Points per square foot – no driveways included.)	1
O) <i>Planting Beds</i> (Points per square foot – must be decorative stone or mulch.)	1

The final point totals must consist of a balanced variety of the listed elements acceptable to the Architectural Control Committee. Existing vegetation, trees and shrubs may be included in the point totals if they are properly protected and maintained during the construction process and located as such on the landscape plans submitted to the Architectural Control Committee for approval.