



AGENDA
ARCHITECTURAL REVIEW BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
AUGUST 19, 2015
6:30 P.M.

Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Village of Richfield Architectural Review Board, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum (Chairperson to announce the following if a quorum of the Village Board is an attendance at the meeting: "Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under the Public Comments section of the agenda, during Public Hearings, or if the rules are suspended to allow them to do so.")

1. Call to Order/ Roll Call
2. Verification of Open Meetings Law compliance
3. Pledge of Allegiance
4. Approval of Minutes:
 - a. June 4, 2015 – Regular Meeting
5. DISCUSSION/ACTION
 - a. Discussion/Action regarding residential home plans for Lot 53 in Reflections Village, Perthel Homes, Inc.
6. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village's website at www.richfieldwi.gov. Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's office at 628-2260 or www.richfieldwi.gov with as much advance notice as possible.

4 a

Special Architectural Review Board Meeting
6/4/2015
Village Hall, 4128 Hubertus Road

6:30 PM

1. Call to Order/Determination of Quorum

Village Administrator Jim Healy called the meeting to order at 6:30 PM, noting that a quorum of the Board was present. Board members: Jason Duehring, Del Schmechel, Tim Einwalter and Jim Otto were present.

Chairman Bob Wirth had an excused absence

Motion by Commissioner Jason Duehring to appoint Commissioner Jim Otto as Chairman for the meeting; Seconded by Commissioner Del Schmechel; Motion carried 3-0-1 with Commissioner Otto abstaining.

Also present: Joel Jaster, Building Inspector

2. Confirmation of Open Meetings Law Compliance

Village Administrator Healy confirmed that the agenda was posted at the Colgate, Hubertus, and Richfield U.S. Post Offices as well as online and at Village Hall. Digital copies of the agenda were also sent to the West Bend Daily News, Milwaukee Journal Sentinel, Hartford Times Press, and Germantown Express News.

3. Pledge of Allegiance

4. Approval of Minutes

a. April 15, 2015 – Regular Meeting

Motion by Commissioner Duehring, to approve the April 15, 2015 minutes, as drafted, Seconded by Commissioner Einwalter; Motion passed without objection.

5. DISCUSSION/ACTION ITEMS

a. Discussion/Action regarding a Site, Building and Plan of Operation review for the Strohwig Industries located at 3285 Industrial Road (Tax Key: V10_025600G)

Administrator Healy reviewed the proposed changes being requested by Strohwig Industries.

Dean Schulz of Excel Engineering was present to discuss the re-design being proposed.

Motion by Commissioner Einwalter to approve the design for Strohwig Industries located at 3285 Industrial Road (Tax Key: V10_025600G) as presented, Seconded by Commissioner Schmechel; Motion passed without objection.

6. Adjournment

Motion by Commissioner Duehring to adjourn; Seconded by Commissioner Schmechel; Motion passed without objection at 6:37 PM.

Respectfully Submitted,



Laura Johnson
Deputy Clerk

5 a



VILLAGE OF RICHFIELD
ARCHITECTURAL REVIEW BOARD COMMUNICATION FORM
MEETING DATE: August 19, 2015

SUBJECT: Lot 53, Reflections Village, Perthel Homes
DATE SUBMITTED: August 10, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE ARCHITECTURAL REVIEW BOARD WISH TO RECOMMEND TO THE PLAN COMMISSION THE APPROVAL OF THE PROPOSED HOME DESIGN?

ISSUE SUMMARY:

Over the last several months, Village Staff has been working with a court-appointed receiver who was authorized by the Waukesha County Circuit Court to manage the assets of Mr. Bob Parchem and Ms. Caryl Parchem, the developers of Reflections Village. A "Receivership" is a type of corporate bankruptcy in which a "receiver" is appointed to run a company, in this case the limited liability company set up for Reflections Village (Reflections Richfield Investments, LLC). In most cases, the receiver is given ultimate decision-making powers and has full discretion in deciding how the received assets will be managed. The primary responsibility of the receiver is to recoup as much of the unpaid loans as possible. Oftentimes, receivers find that the best way to pay back loans is to liquidate the company's assets, which effectively puts the company out of business, as its assets are sold in order to recoup some of the monies owned. Such is the case now, with many of the remaining lots selling for below market value and the parceling off of portions of the proposed future development of the subdivision (Phase II and Phase III).

This home design from Perthel Homes was submitted to Staff on July 8, 2015. This home design is being submitted to the Architectural Review Board for review and consideration to build within Reflections Village on Lot 53. As listed in the approved Residential Site, Building and Plan of Operation for Reflections Village the 'Project Description' states the following: *"The architectural inspiration for the subdivision will draw on the best classic styles and details from the 1890s through the 1940s, from modest cottages to the most elegant Queen Anne and Victorian estates of that era."* In addition to the above referenced design criteria listed, Staff has included the 'Residential Declaration of Restrictions for Reflections Village' in its entirety for your review. The Receiver for Reflections Village, working in concert with the HOA, has communicated to Staff that they would like the Board to recognize Section 6 of the Declarations in making its deliberations tonight. The pertinent section referenced is on page 4 of 28:

"...The Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision notwithstanding the above Design Goal."

On August 12th the Village was notified of the ACC's approval of the proposed home design. It is expected that members of the Reflections Village HOA and ACC will be in attendance to show support for the proposed home design. It is also worth mentioning that the Village has had several meetings with the Receiver for Reflections Village and the Village Attorney regarding the proposed home design and other issues relating to the subdivision.

Architectural Design Review:

The front elevation has a limited white aztec brick facade, consisting of the two (2) piers that support two (2) decorative columns which frame the porch/front entrance to the house. This same brick element is also present in framing the front door extending up to the second floor. Brick is also found framing the sides of the two (2) car garage door which slightly extends out from the rest of the front of the home. The next architecturally significant feature on the front elevation is the panel and batten motif located above the brick work framing the front door. The same panel and batten architectural feature is also found for the gable above the garage door.



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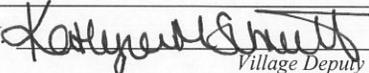
The windows on the front elevation feature stacked double hung windows. To the left of the front door is a large casement window located at the landing on the stairs in-between the first (1st) and second (2nd) floor. The double casement windows on the second (2nd) floor above the front door also has a transom window.

On the rear elevation, we see an exposed basement level due to the challenging grades on the property. The focal point of the rear elevation view starts with the proposed deck which utilizes 6x6 pressure treated wood posts with decorative bases. Additional details regarding the deck spindles and columns will need to be presented to the Board on the night of the meeting. Windows on the rear elevation are placed in a symmetrical fashion, to the greatest degree possible.

The left and right elevations are products of the design plan of the home, which appears to be a modified stock model for Perthel Homes, Inc. On the left elevation we see the aspects of the brick work from the front elevation and three (3) single-hung windows. In order to break up the negative space of the three-tier elevation, the designer is using frieze board between the first floor elevation and the basement. One additional aspect of the home design which sticks out to Staff are the 24" overhangs, which are consistent with architectural features from the original 'Design Goal' of the subdivision. On the right elevation, again the architect has continued the clipped rooflines with 24" overhangs. The garage has one set of double-hung windows and a sliding glass patio door to access the deck.

The exterior of the home will be finished with Hardi-Plank siding, panels and battens and brick per plan and painted on site with custom match colors which will be presented the night of the meeting.

FUTURE IMPACT AND ANALYSIS:

REVIEWED BY: 
 Village Deputy Treasurer

Forward to Plan Commission: Yes
 Addition Approvals Needed: Yes

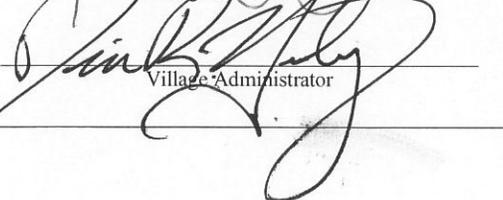
ATTACHMENTS:

1. Plat of Survey showing Lot 53
2. Elevation drawings and floor plans as prepared by Perthel Homes, Inc.
3. Residential Declaration of Restrictions for Reflections Village
4. Letter from Dennis Bush on behalf of the Reflections Village HOA, ACC, and water trust dated May 8, 2015

STAFF RECOMMENDATION:

None.

APPROVED FOR SUBMITTAL BY:


 Village Staff Member

 Village Administrator

**VILLAGE CLERK USE ONLY
 BOARD ACTION TAKEN**

Resolution No. _____
 Ordinance No. _____
 Approved _____
 Other _____

Continued To: _____
 Referred To: _____
 Denied _____
 File No. _____



PO Box 863
Menomonee Falls, WI 53052
Phone: 262-853-7871 Fax: 262-293-9776
Email: info@perthelhomes.com
Web: www.perthelhomes.com

June 16, 2015

Dennis Bush and Reflections Village ACC

RE: Approval of Plans for Single Family Residence – Lot 53

To Dennis Bush and Members of the ACC

This letter outlines the request for approval of plans to construct a single-family residence on Lot 53 of Reflections Village.

The exterior of the home will be finished with Hardi-Plank siding, panels and battens and brick per plan and painted on site with custom match colors shown on attached photos and the enclosed samples.

Brick will be White Aztec, a sample sheet is included.

Trimboards and soffits are RealTrim materials with soffits painted to match siding and trim in custom white, as shown in photos and samples.

Roof will be 30yr. or greater dimensional shingles in the color “weathered wood”.

The gutters will be 4” low-maintenance seamless aluminum gutters and downspouts in “white” with any downspouts on siding to be painted to match siding.

The overhead door will be a Mid-America Vantage with glazed upper panels in “white”.

If you have any additional questions in regards to this submission please feel free to contact me via email ben@perthelhomes.com or phone 262-853-7871.

Thank you,

Benjamin Perthel
Perthel Homes, Inc.





This photo is intended to represent the general color range and texture. Due to printing limitations, color may vary from actual brick. Please make final selection from actual brick.

White Aztec Q/S

Cornerstone Land Surveying, LLC

Plat of Survey

Description:

All of Lot 53 of Reflections Village, being a Redivision of Lot 2 of Certified Survey Map No. 3492 and Unplatted Lands, being located in part of the Northwest 1/4, Northeast 1/4, Southwest 1/4, and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

Surveyor:

Richard Simon
5080 Fairy Chasm
West Bend, WI 53095
(262) 424-5630

Elevations obtained from Plat of Survey completed by
Thomas D. Scott dated June 30th, 2010

Scale 1" = 30'



20' Pedestrian Path Easement
and Access Easement in Favor
of Outlots 10 & 11

Blacktop Walk

Outlot 11

Legend:

- Denotes Iron Pipe Found
- ▲ Denotes P.K. Nail Found
- × Denotes Spot Elevation
- ⊕ Denotes Hydrant

Hydrant

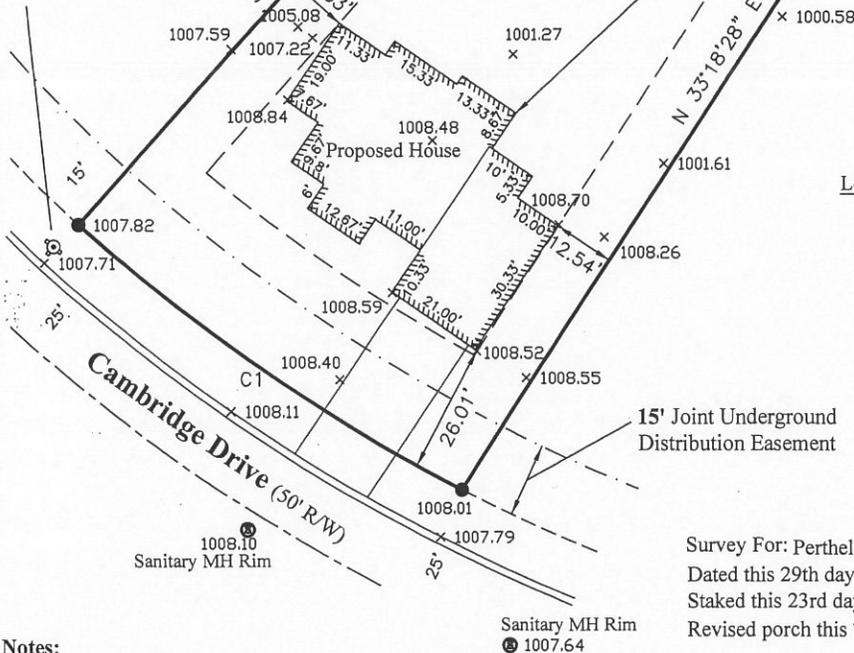
Northeast Top Flange Bolt
Elevation 1010.29'

Lot 52

Lot 53

16758 Sq. Feet
0.385 Acres

Lot 54



Survey For: Perthel Homes, Inc.
Dated this 29th day of May, 2015.
Staked this 23rd day of June, 2015.
Revised porch this 7th day of July, 2015.

Notes:

- 1) In providing this boundary survey no attempt has been made to obtain or show data concerning the existence of any utility on the site, whether private, municipal, or public owned.
- 2) No Title Policy furnished therefore completeness of easements is not warranted.

Curve Data

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	94.63'	362.00'	14°58'39"	S 55°49'59" E	94.36'

STATE OF WISCONSIN) SS.
COUNTY OF WASHINGTON)

"I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO OFFICIAL RECORDS AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO, WITHIN ONE YEAR FROM THE DATE HERETO.



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

- NOTES:
1. ARCH. DESIGN OF FRONT ENTRY AND GARAGE VENT TO BE SELECTED BY OWNER
 2. ARCH. DESIGN OF OVERHEAD GARAGE DOOR INT. TO BE SELECTED BY BUYER
 3. WINDOW FRAME AND OUTSIDE CORNER BOARDS TO BE 2x6 R.S. GRAB

SUB-CONTRACTORS
IT IS THE RESPONSIBILITY OF THE SUB-CONTRACTORS TO COMPLY WITH ALL LOCAL AND STATE BUILDING CODES AS THESE CODES APPLY TO THEIR WORK.

MODEL NAME:	CJS OMICRON
1st FLOOR:	APPROX. 173 SQ. FT.
2nd FLOOR:	APPROX. 188 SQ. FT.
TOTAL:	APPROX. 361 SQ. FT.
35MMT. COV:	APPROX. 656 SQ. FT.

SHEET NO. 07	DATE	06-21-15
	DESIGNED BY	CY/CH/RS
DRAWING NO.	SCALE	AS NOTED
	PROWIDEN	AL
Reflected Horizons, Inc. P.O. Box 555 • Middletown, PA, 17130 • 717.332.7471		
LOT NO.	Lot Number 55	
SECTION	Reflected Villages, Germantown	
MODEL NAME:	5000 Four House	
PLAN NO.	1456-15	



REAR ELEVATION

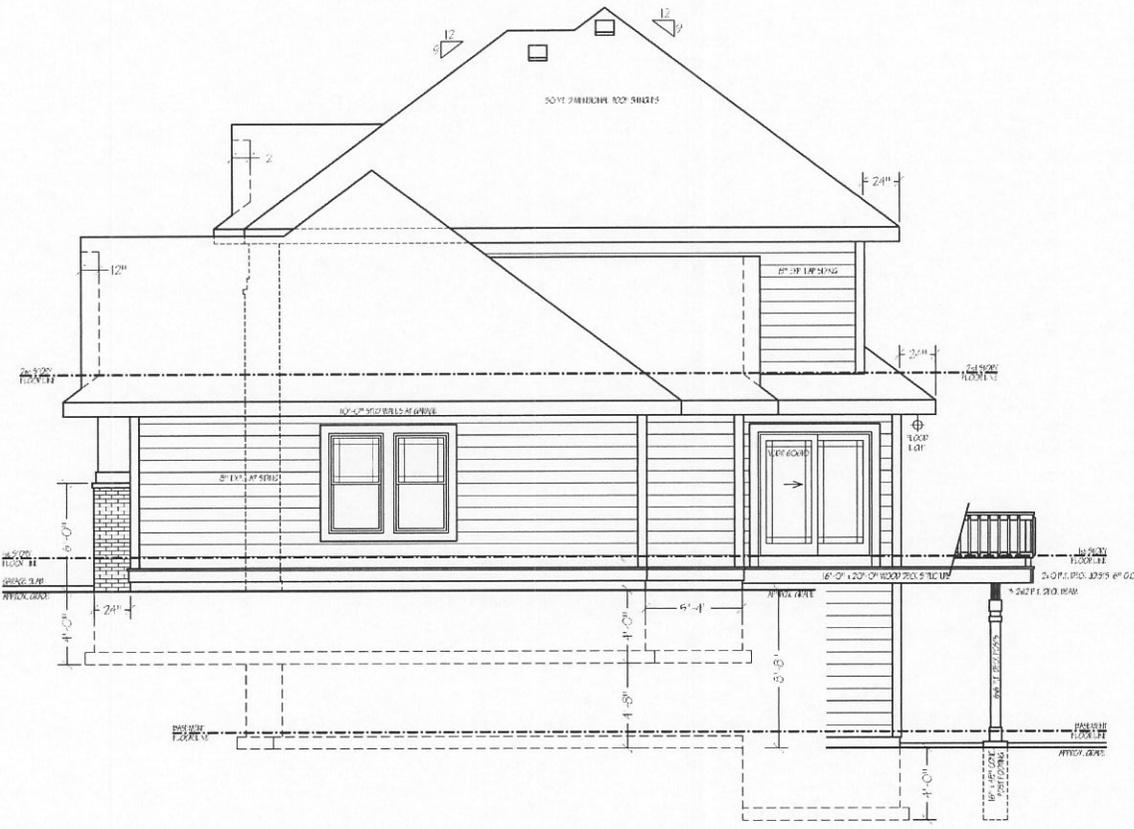
SCALE: 1/4" = 1'-0"

- NOTES:
 1. WINDOW HEAD AND CURB CUT CORNERS TO BE 2x6 R.S. CEDAR
 2. FINISH GRADE TO BE DETERMINED BY BUILDING SURVEY
 SUB CONTRACTOR SHALL USE BUILDING CODES AND COMMENTS WHERE NOTES FROM SURVEY

SUB CONTRACTORS
 TO BE RESPONSIBLE FOR THE SUB CONTRACTORS TO COMPLY WITH ALL LOCAL AND STATE BUILDING CODES AS THESE CODES APPLY TO THEIR WORK.

MODEL NAME: SealFiber House	LOT NO. 25 Number 25	DATE: 06-20-19	SHEET NO. 2077
PLAN NO. 14158-15	SUBDIVISION: Ref actors Village, Germantown	REVISION: 07-04-19	REVISION: AS NOTED
		SCALE: AS NOTED	SCALE: AS NOTED
		DESIGNER: JAL	DATE: 06-20-19

Deichel Homes, Inc.
 P.O. Box 533 • Hattiesburg, MS, 39402 • (601) 533-7371



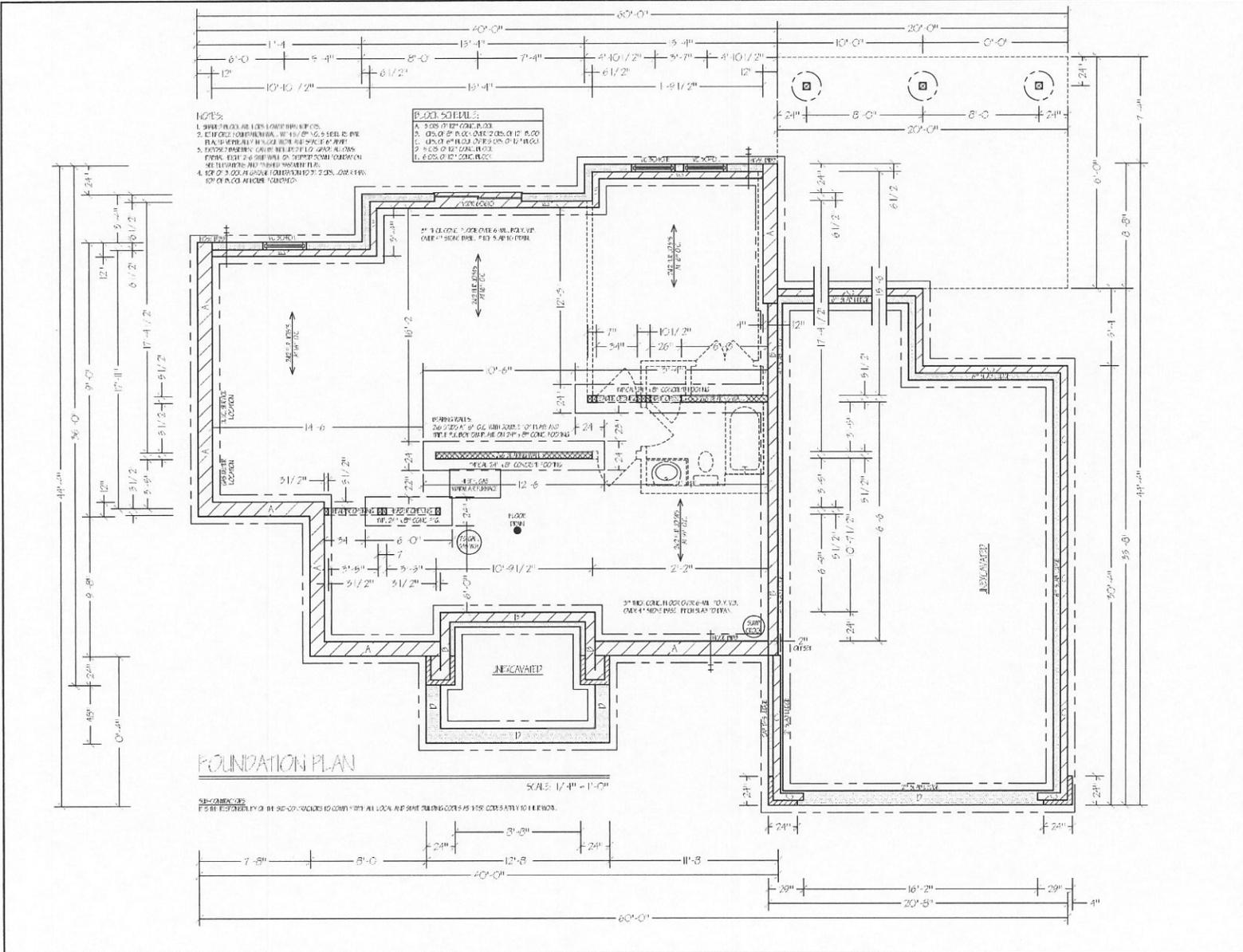
RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

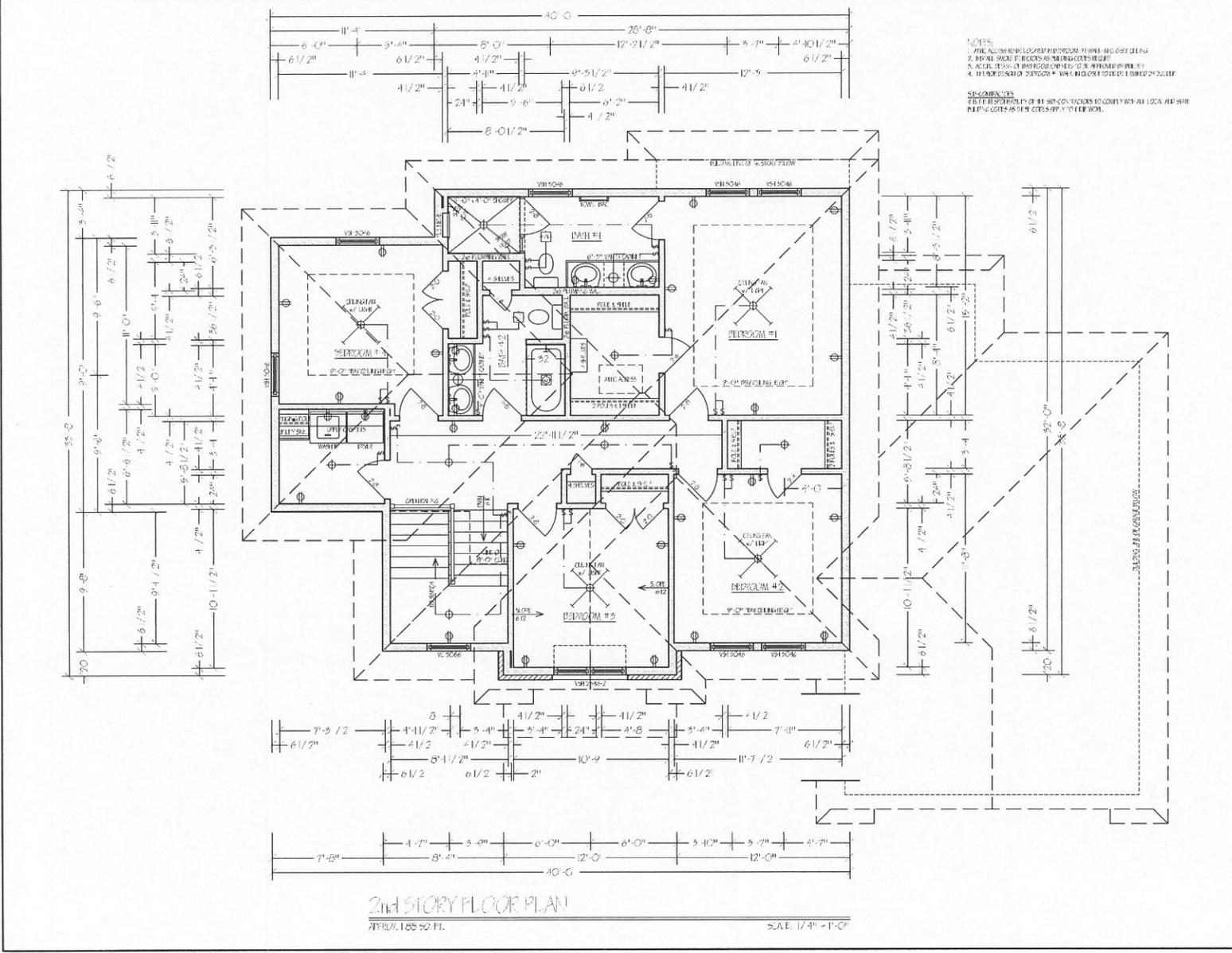
- NOTES:
1. WINDOW AND OUTSIDE DOOR CASES TO BE 2x6 P.S. CASE
 2. FINISH GRADE TO BE DETERMINED ON BUILDING SURVEY
 3. CHIMNEY WILL ADJUST ELEVATIONS TO ACCOMMODATE GRADE NOTES FROM SURVEY.

SUB CONTRACTORS
 IT IS THE RESPONSIBILITY OF THE SUB CONTRACTORS TO COMPLY WITH ALL LOCAL AND STATE BUILDING CODES AS THESE CODES APPLY TO THEIR WORK.

DATE	06-2016	SHEET NO.	407
REVISED	07-2016	SCALE	AS SHOWN
DRAWN BY	JAK		
Deborah Homes, Inc. P.O. Box 555 • Independence Falls, NY 12003 • (518) 633-7871			
LOT NO.	Lot Number 55	SUBDIVISION	Reflections Village, Germantown
MODEL NAME	50sqFtr-base		
PLAN NO.	1450-15		



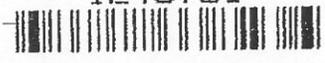
PROJECT NAME: Scaffolding	LOT NO. 55	Number 55	DATE: 07-04-18	SHEET NO. 507
PLAN NO. 145815	SUBDIVISION: Reflectors Village, Germantown	PROJECT NO. 145815	SCALE: AS SHOWN	DATE: 07-04-18
		P.O. Box 503 • Independence Falls, VT 05642 • (802) 853-7871 Deborah Howard, Inc.		
		DRAWN BY: JAL CHECKED BY: JAL APPROVED BY: JAL		



NO. 7074	NAME: Scottier-Kass	LO# NO. 55	PROJECT: Number 55	DRAWN: [Blank]	SHEET NO. 7 of 7
PLA. NO. 145645	SUPERVISION: Refectory VII exp. Germantown			REVISION: [Blank]	
				SCALE: AS NOTED	
				PROWING: CAL	

1245731

#14



March 22, 2010 11:30 AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$67.00

Residential Declaration of
Restrictions for
Reflections Village

DOCUMENT TITLE

DOCUMENT NO.

RECORDING AREA

67-29

NAME AND RETURN ADDRESS

George B. Erwin, III
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

ALL OF V10-0351;

PT OF V10-354-00D; V10-0368-00Z;

Parcel Identification Number AND V10-0355

Return to:

RESIDENTIAL DECLARATION OF RESTRICTIONS
FOR
REFLECTIONS VILLAGE

This Declaration of Restrictions ("Declaration") is made this 17th day of March, 2010 by Reflections Richfield Investments, LLC, hereinafter the "Developer".

WHEREAS, Developer is the owner of the property commonly known as the Reflections Village Subdivision, in the Village of Richfield, Washington County, Wisconsin, more particularly described on the attached Exhibit A ("Residential Area"); and

WHEREAS, Developer desires to subject the Residential Area in said Reflections Village Subdivision to the conditions, restrictions, covenants, reservations, and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

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

1. BINDING EFFECT AND DEFINITIONS

This Declaration shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms "Reflections Village", "Reflections Village development" and "subdivision", as used in this Declaration, are defined as the property described on the attached Exhibit A.

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

The terms "Common Outlot" and "common area" shall be deemed to include any outlot held in undivided fractional ownership by individual Lot Owners, and any signage and/or landscaping easement established for the common benefit of Lot Owners. Each such common area shall be deemed to be owned by the Lot Owners in undivided fractional ownership, notwithstanding the fact that other ownership or rights in such common area are otherwise recited in any subdivision plat, certified survey map and/or subdivision development approval for Lot Owners of the subdivision.

The term "Owner's Association" or "Association" as used herein shall have the meaning provided in Section 34 of this Declaration.

2. GENERAL PURPOSE

The general purpose of these restrictions is to ensure that Reflections Village will become and remain an attractive, high quality, residential community and, to that end, preserve and maintain the natural beauty, ensure the best use and the most appropriate development and improvement of building sites within the property, protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property, guard against and prevent the erection of poorly designed or proportioned structures on any part of the property, obtain harmonious use of materials and color schemes in improvements, ensure the highest and best residential quality of the property, encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites, secure and maintain proper spatial relationships of structures to other structures and lot lines, and generally ensure the highest and best residential development of the property.

3. INTERPRETATION

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

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Reflections Village Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as the developer owns a lot in the subdivision; thereafter, the Board of Directors of the Owner's Association created in accordance with Section 34 shall appoint members to serve as the Committee, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant Lot in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U.S. Mail addressed to the last known owner and address as shown on the tax roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, playground equipment, light post, landscaping, or other structure or improvement shall be constructed, erected, placed, or altered on any Lot in Reflections Village subdivision without the approval of the Committee, which approval shall be required before the Lot Owner may submit a permit application to the Village of Richfield for such undertaking. For any undertaking requiring approval of the Committee, three sets of plans [including building construction plans (with roof, siding and trim colors), site plans, and landscaping plans] shall be submitted to the Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Committee to the Lot Owner as evidence of such approval. Any minor changes or revisions required by the Committee may be noted as exceptions to approval on the plans and detailed in a letter to the Lot Owner. The Committee may also require that the owner's agent make changes to the plans before approval is given. Once the Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Committee.

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

NOTE: ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED, OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. Neither the Committee nor the Developer is expected to have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. Neither the Committee nor the Developer shall have liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. If approved plans violate applicable zoning or building codes, or fail to properly handle drainage, the Lot Owner is solely responsible for recognizing the error, and making appropriate corrections to the plans. The corrected plans must be resubmitted to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

Except as provided in Section 40 of this Declaration, all Lots shall be used for residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual

or firm and have as the objective a traditional design which features design details of homes typically built from the 1890's through the 1940's ("Design Goal"). The Committee has the right to request exterior plan modifications to meet this criteria.

The architectural control provisions set forth herein are specifically intended to create and preserve a compatibility of architectural styles among the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision notwithstanding the above Design Goal. In making that evaluation the Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence. The Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in the subdivision, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Section 5 above. Any such conceptual approval and/or reservation may be rescinded by the Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Section 5 above prior to the expiration of said notice period, and/or if the Committee rejects the plans so submitted.

The exterior siding of all dwellings shall consist of natural wood siding, natural stone, structural or thin-cut face brick, cultured stone, and/or stucco. The use of cement board, plank or fish-scale, type siding, LP Smart siding and an efis system (Dryvit) will be permitted provided they are used with wood or composite corner boards. Further, the Committee, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the subdivision. In no event shall any dwelling be sided with metal or vinyl siding; however, aluminum may be used on fascia and soffit.

No exposed poured concrete or concrete block or any other type of structural material over eight (8) inches above grade shall be permitted on any house. Where block or concrete or any other type of structural material would otherwise be exposed, it must be covered by brick, stone, efis system or siding.

The roofing of all dwellings shall consist of fully dimensional shingles that have a minimum life of 30 years. Conventional asphalt shingles shall not be permitted. The Committee, in its sole discretion, may permit or prohibit the use of other types of roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry, metal and/or copper. The main portion of the roof shall have a minimum pitch of 8/12 for a two-story and 10/12 for a ranch style. The forgoing notwithstanding, another pitch may be approved by the Committee if appropriate architecturally. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Committee.

Double-hung and casement windows are required when appropriate. All windows must be wrapped on all four sides. If windows are surrounded by brick, a soldier course or other pattern may be used in lieu of traditional wrap. If grids are used, they must be on all four sides. If

shutters are used, they must be on all windows where appropriate for the window design and if space allows. Windows with shutters need only be wrapped on the top and bottom of the window.

No exterior walls shall have twenty feet (20') or more of continuous wall without a door or window on any floor with an exposed elevation. If architectural insets are used they must be wrapped and shuttered the same as windows on the rest of the house. The Committee retains the right to require additional architectural detail.

Direct vent fireplaces are permitted. If there is an exterior fireplace chimney, all fireplace chimneys shall be brick, stone, cultured stone or masonry faced with stucco or efis system (Dryvit) regardless if the fireplace is on an exterior or interior wall. All chimneys must extend from grade to the roof line.

All homes shall include an attached garage with a minimum area of four hundred (400) square feet and maximum area of nine hundred (900) square feet. Detached garages are not allowed. The Committee, at its sole discretion, may prohibit any attached garage that has an exterior appearance of having a capacity of more than 3 cars. Designer carriage-style garage doors are preferred on all homes. All garage doors shall be equipped with automatic garage door openers for all overhead doors. All homes must have attached garages.

All identifying house numbers must be placed on the garage wall facing the street regardless if the garage is front or side entry. All numbers are to be a minimum of 3 inches in height.

All exterior colors on the home, garage, outbuilding or accessory building must be approved by the Committee.

All porch decking material must be maintenance free.

A maximum of one (1) accessory structure with a maximum area of one hundred fifty (150) square feet may be allowed on a Lot. The maximum roof pitch allowed is 12/12. The attached garage shall not be considered an accessory structure. No garage doors are allowing on accessory buildings. All accessory structures must be approved as to design and location by the Committee. The design and exterior must match that of the home. Subject to the limitations contained herein, other types of accessory structures, such as gazebos, pool equipment and/or changing room facilities, etc. may be allowed, provided they are approved, as to design, size, location and landscaping, by the Committee. No accessory structure shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. All Lot Owners are further advised that accessory structure construction is also subject to applicable zoning ordinances, and may be prohibited or restricted by the Village of Richfield unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE AND NUMBER OF BEDROOM REQUIREMENTS

Less than one-third acre:

- i. One-story houses shall have a minimum square footage of living space of not less than 1,300 square feet.

- ii. One and one-half story houses shall have a minimum square footage of living space of not less than 1,700 square feet total, or not less than 900 square feet of living space on the first floor.
- iii. Two-story houses shall have a minimum square footage of living space of not less than 1,700 square feet total, with not less than 900 square feet on the first floor.
- iv. Split level or Bi-Level houses are not allowed.

One-third acre or more:

- i. One-story houses shall have a minimum square footage of living space of not less than 1,500 square feet.
- ii. One and one-half story houses shall have a minimum square footage of living space of not less than 1,700 square feet total, or not less than 900 square feet of living space on the first floor.
- iii. Two-story houses shall have a minimum square footage of living space of not less than 1,700 square feet total, with not less than 900 square feet on the first floor.
- iv. Split level or Bi-Level houses are not allowed.

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

The number of bedrooms allowed on any individual lot is pre-determined as shown in the attached Exhibit B.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

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

Any exterior construction commenced shall be completed and ready for occupancy within one-year from the date which construction is commenced. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with Section 20 below as approved by the Committee.

During the time of construction the Lot Owner shall be responsible for maintaining the integrity of the site and surrounding areas. Lot Owners shall make certain that their contractors maintain a daily cleanup of all scraps, paper or other waste materials, as well as all dirt and mud tracked onto public streets, and that all access to the site is through the approved driveway, and by no other means or way. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage

facilities on the Lot, occurring prior to completion of construction per Village Code. If the owner or their contractor fail to maintain the site and surrounding areas in this manner, the Developer or the Owners' Association shall have the right, but not the obligation, to perform the necessary cleanup and/or make the necessary repairs and to charge the Construction Deposit and/or obtain reimbursement for the expense incurred by the Developer or Owners' Association, as set forth in Section 31 below. The Developer, Lot Owners, and the Owner's Association, as the case may be, hereby grant to the Village, a temporary construction easement and the right (but not the responsibility) to enter upon a Lot in order to inspect, repair, or restore the right-of-way to its intended purpose if the Lot Owner fails to perform its maintenance obligations required herein after at least fifteen (15) days prior written notice from the Village. The cost the Village incurred in connection therewith (including, but not limited to, actual attorney's fees) shall be charged to the Lot Owner by the Village at its discretion. The Village may add to each Lot Owner's real estate tax statement, a charge equal to such corrective costs and expenses. Nothing in this paragraph shall be construed to obligate the Village to discharge the duties of a responsible party.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

9. INTENTIONALLY OMITTED

10. ACCESS GATE ON OUTLOT 3.

The Access Gate on Outlot 3 is intended to restrict physical access to Outlot 2 and 3. It shall not be used for public ingress or egress and shall be limited to use by utility contractors for installing, maintaining, repairing, and replacing electric and utility components and by the Owner's Association for the care and maintenance of sewer systems that may hereafter be installed. The Owner's Association shall be responsible for the care and maintenance of the Access Gate and the replacement of such gate should it no longer restrict physical access as intended and such costs shall be a common expense included in General Assessments.

11. BUILDING SETBACKS

One of the intentions of these covenants and restrictions is to create a community whose site plan is varied and well integrated to the overall site surroundings as well as to each Lot.

The minimum residential building setbacks and offsets are:

- 15 feet from all street property lines,
- 12 feet 6 inches from all side property lines,
- 25 feet from all rear property lines, and
- 25 feet from front streets for forward facing garages.

The minimum building setbacks and offsets for accessory structures are:

- 25 feet from front street property line,
- 12 feet 6 inches from all side property lines, and
- 15 feet from the closer of the rear property line or edge of pedestrian path.

MAXIMUM BUILDING HEIGHT 35 feet (per Village zoning ordinance)
MAXIMUM ACCESSORY BUILDING HEIGHT 25 feet

All accessory structures must be a minimum of 5 feet from a residence and approved as to location by the Committee.

12. DRIVEWAYS AND WALKS

Each Lot Owner shall install a hard surfaced concrete or asphalt driveway, within one year of the date of issuance of an occupancy permit for the residence on the Lot. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. The minimum paved surface side yard setback is one (1) foot. Off-street parking shall consist of a minimum of four per lot, two of which must be covered.

All walks within the lots must be hard surfaced such as concrete, asphalt, brick, flagstone, or comparable materials.

13. HOME CONSTRUCTION ON LOT

Committee approval for each proposed home shall constitute approval of the home in regard to style, size, and other requirements of these Deed Restrictions, including placement of the home and setbacks. Committee approval does not guarantee any grading elevation, floor elevation, or placement of a future home on said lot. Lot Owners are solely responsible for determining that Owner's Lot is suitable for the home, placement of the home, and requisite grading for the home of Owner's choice.

14. HEIGHT OF GRADE AND BUILDING PADS

No Lot Owner, or any person or persons claiming under the Lot Owner, shall alter the grade of any Lot or outlot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Developer in excess of six (6) inches, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk, unless and until the Lot Owner first obtains written approval of the Village Engineer for such grade alterations. No Lot Owner shall make or cause any alterations to grades which alter or obstruct drainage patterns represented on the Master Grading Plan without the prior approval of the Village Engineer.

Each Lot Owner shall strictly adhere to the Master Lot Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk, and shall finish grade its Lot in accordance with said Plan and amendments. The Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, to inspect, maintain, or correct any drainage condition which does not conform to these requirements, and the property owner shall be responsible for cost of the same.

15. NUISANCES

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

16. OUTDOOR STORAGE

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

17. UTILITY RESTRICTIONS

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

18. ANIMALS AND LIVESTOCK AND POULTRY

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

19. RECREATIONAL EQUIPMENT

Basketball backboards are permitted on residential Lots only when a transparent backboard is used and the driveway serves as the "basketball court". Erecting tennis courts, football fields, hockey or soccer fields on residential Lots with installed fixtures is prohibited.

20. LAWN, YARD AND LANDSCAPING MAINTENANCE

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the lawn areas between the Lot line and the road, Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the lawn areas between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

Developer shall initially landscape the common areas of the subdivision, pedestrian paths and areas between the front Lot line and the road with trees, plantings, grass areas, ponds, signs, fences and brick/stone/wood piers or other ornamentation, at Developer's expense in accordance with a landscaping plan approved by the Village of Richfield. Upon the completion of such landscaping Lot Owners and/or the Owner's Association shall become responsible for the maintenance of such landscaping, and the Developer shall have no further responsibility to the Lot Owners and/or the Owner's Association as to the growth, survival or maintenance of such landscaping.

If a Lot Owner elects or is otherwise required by the Village of Richfield and/or the Owner's Association to install additional landscaping and/or fencing within a pathway easement, such landscaping and/or fencing must be installed in a manner consistent with the Residential Site, Building and Operations Plan (SBOP) applicable to this development as approved by the Village of Richfield.

At a minimum, Lot Owners' landscaping must meet or exceed the requirements of the Village of Richfield and shall include two (2) canopy/shade tree (2.5 in caliper) and foundation plantings located along the elevations of all buildings facing a public street and /or path and sodded or seeded lawns on all four (4) sides of all buildings. The landscaping shall be installed within twelve (12) months following issuance of an occupancy permit or within two years of the commencement of construction, whichever date shall be shorter. Said trees should be hardy, low maintenance, disease resistant, native species classified as in the Village ordinance.

21. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding forty (40) inches in diameter, shall be allowed on any Lot. With respect to dish antennas, same is to be installed on one of the four sides of the home and may not be placed on the roof.

22. FENCES

It is the intention to preserve the open natural feeling of Reflections Village subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. Subject to the approval of the Committee, only that fencing which is purely of a decorative or landscaping nature, as determined in the sole discretion of the Committee, may be installed. Placement of such fences is subject to the requirements set forth in the Site, Building and Operations Plan. Fencing to meet governmental regulations with regard to swimming pools will be permitted. Properly designed and located kennels not exceeding 150 square feet in size for household pets will be approved providing they are properly screened from public view by landscaping.

23. MAILBOX

Each Lot shall have a uniform mailbox and newspaper box on a uniform post, which shall be installed by the Owner at the Lot Owner's expense at a location determined by the United States Postal Service. The design and specifications of the mailbox, newspaper box and post, including size, style, color and materials shall be such as is determined by the Committee, so that all mailboxes, newspaper boxes and posts have a uniform appearance throughout the subdivision. Purchasers of Lots from the Developer shall purchase the mailbox and mailbox post from the Developer at time of closing. If the Postal Service requires the use of grouped mailboxes, Developer shall have the right to elect to install the mailboxes, newspaper boxes and posts, and to collect from Lot Owners, at closing on the lot sale, a reasonable charge for installing same. The Owner's Association shall have the right, but not the responsibility, to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes, newspaper boxes and/or posts, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaining the mailbox, newspaper box and

post in a first class condition, comparable to its appearance and style at time of installation, at all times.

24. EASEMENTS

The Developer, in its sole discretion may grant easements to the Village of Richfield, the Owners Association, and/or to any public or private utilities, upon, over, through or across those portions of any Lot or any other portions of the subdivision for purposes of allowing the Village of Richfield, or Owners Association, or utility companies to furnish gas, electric, water, sewer, cable television, internet, or other utility service, to facilitate drainage of storm or surface water within or through to any Lot(s) or through any other portions of the subdivision, and to provide pedestrian access through the development along paved or wood-chipped pedestrian paths. Such easements may be granted by the Developer in its own name, and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the subdivision to persons other than a successor developer.

25. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Committee, if they meet Village and county ordinances and specifications. All pools shall require the proper landscaping, screening, and fencing as determined by the Committee. Hot tubs and spas are permitted. Committee approval is required for permanently installed units. If a unit is placed on a concrete slab, the slab requires approval. If a unit is to be covered with a gazebo type structure, the gazebo type structure requires approval, regardless of whether or not that structure is permanently affixed to the ground. Above-ground pool are not allowed.

26. SIGNS

All signage must comply with the ordinance for the Village of Richfield. In addition, no signs shall be placed in the common areas of the Association without the permission of the Association.

Except for the Developer and or its assigns relating to the marketing of the subdivision or any homes therein, no sign or banner of any kind shall be placed or displayed to public view on any lot, except: one sign of not more than six square feet advertising the property for sales; and one standard sign (showing the lots owner's name) as may be approved by the developer for uniform use in terms of size, design, appearance and location for each lot in the subdivisions. However, Live/Work Lots 2, 3, 4, 5, 6, 7, 55 and 56 are allowed two such signs; one facing the street and another facing the commercial area.

Special event signage for birthdays, anniversaries, picnics, etc. are permitted as allowed by the Village ordinances so long as such temporary signage is removed within 24 hours of promoted event concluding.

No signage is to be obscene, slanderous or disrespectful.

27. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to the Site, Building and Operations Plan (SBOP) applicable to this development and on file with the Village of Richfield and all rules, codes, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any applicable Village, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Committee to modify in any way, the rules, codes, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

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

28. DEVELOPMENT AGREEMENT

A Development Agreement was entered into by and between the Developer and the Village of Richfield on September 18, 2008. A copy of the Development Agreement, and any amendment thereto, is on file in the office of the Clerk of the Village of Richfield.

29. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time – subject to: (1) the prior written approval of the Village Board; and (2) a written declaration setting forth said change, executed (i) solely by the Developer until such time as Developer (including any successor Developer) conveys the last Lot in Reflections Village to a Lot Owner other than an assignee of or successor in interest to the Developer; or thereafter, (ii) by the owners of at least sixty percent (60%) of the Lots in the subdivision. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Washington County, Wisconsin. In the event there is more than one (1) owner of any Lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Washington County,

Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

30. ASSIGNMENT

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

31. ENFORCEMENT

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

32. TERM

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

33. SEVERABILITY

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

34. OWNER'S ASSOCIATION

A Residential Owner's Association shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements, and common easements. Said Association shall be established as follows:

- A. The Association shall be established as a non-profit corporation. Each Lot Owner shall be a member of the Association, and each Lot shall be

entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot in the subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

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

D. "Special Assessments" may be made and levied by the Association against a particular Lot owner and his, her or their Lot (without levying against other Lots) for:

(i) costs and expenses (anticipated or incurred) for repair of damage to common areas caused by or at the direction of the Lot owner or the family or guests of the Lot owner;

(ii) costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the Lot owner;

(iii) interest due on general or special assessments;

(iv) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration; and

(v) costs, expenses and actual attorney's fees incurred in or in anticipation of, any suit, action or proceeding brought against the Owner's Association.

E. "General Assessments" may be made and levied by the Association equally against each Lot owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

(i) maintenance, repairs, upkeep or operation of common areas and any additional common areas that may be acquired by the Association;

(ii) any insurance maintained by the Association;

(iii) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

(iv) all costs and expenses for the operation and administration of the Association, including legal, accounting, management fees, bonding, insurance and other costs incident to the exercise of any of its powers or obligations;

(v) costs and expenses for additional improvements to common areas beyond those installed by Developer and approved by the Association;

(vi) all items subject to special assessment which have not been collected from a Lot owner at the time such payments are due; provided that upon collection of the special assessment from that Lot owner, all other Lot owners shall receive an appropriate adjustment, reimbursement or credit on future general assessments, as the Committee may determine, for payments made under this section;

(vii) all damages, costs, expenses and attorneys fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by special assessment;

(viii) costs and expenses of service, if any, made available to all Lots and/or for any common area; and

(ix) all other costs and expenses declared to be common expenses under this Declaration.

The general assessments for all common expenses shall be levied equally against each Lot.

Each Lot owner shall promptly pay, when due, all general and special assessments levied by the Association against such owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or without interest.) Time is of the essence with respect to all payments.

All co-owners of a Lot shall be jointly and severally liable for all general and special assessments levied against the Lot, regardless of the type of tenancy, estate

or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise.)

All general and special assessments, until paid, together with interest and actual costs of collection, constitute a lien for the benefit of the Association on the Lots on which they are assessed. Such lien shall be subordinate and junior only to the first mortgage lien of any financial institution arising at the time of purchase of the respective Lot. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board, in the name of the Association, may file lien(s) therefor and bring suit for and on behalf of the Association, as representation of any members, to enforce collection of such delinquencies to or foreclose the lien therefor, as provided by law, including Section 779.70 of the Wisconsin Statutes, and the protective covenants, and there shall be added to the amount due (1) a \$50 late fee; (2) an additional \$15 late fee per day until the outstanding charges and assessments have been paid in full; and (3) the costs of collection and interest at eighteen percent (18%) per annum, together with actual attorney's fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Lot against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

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

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

F. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

G. In the event any further division of any Lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential Lots within the subdivision, each Lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other Lots in the Subdivision.

35. WATER SYSTEM. Reflections Village shall be served by a communal private water utility district governed pursuant to a Declaration of Water Trust, which has been recorded in the office of the Register of Deeds for Washington County, Wisconsin. All residential Lots must connect to, receive service from, and will be subject to the rules and regulations of the Water Trust.

As provided in the Water Trust, at the time a Lot is purchased from the Developer, the Lot Owner shall pay the Developer a one-time Connection Fee of \$2,000.00 per Lot to reimburse the Developer for the cost of developing and installing the water supply system. Lot Owners shall also pay a connection fee of \$900.00 per Lot to the Water Trust to establish a reserve for the future repair, replacement and maintenance of the water supply system.

35A. SANITARY SYSTEM. Reflections Village shall be served by a communal private sanitary district owned by the Owner's Association ("Sewage System"). The Sewage System shall be comprised of "Infrastructure Components" which include, but shall not be limited to, lift stations (if necessary), septic fields, meters, interceptors and mains to the advance treatment unit. Laterals shall not be considered Infrastructure Components and the installation, maintenance, and any re-installation of laterals shall be the responsibility of Lot Owners. The Sewage System shall include six septic fields, each serving different Lots in the subdivision as provided on Exhibit C attached hereto. All residential Lots must connect to, receive service from, and will be subject to the rules and regulations pertaining to the Sewage System and promulgated by the Owner's Association.

A. Connection Fee. At the time a Lot is purchased from the Developer, the Lot Owner shall pay the Developer a one-time Connection Fee of \$2,000.00 per Lot to reimburse the Developer for the cost of developing and installing the Sewage Systems' Infrastructure Components. Lot Owners shall also pay a connection fee of \$900.00 per Lot to the Owner's Association to establish a reserve for the future repair, replacement and maintenance of the Sewage System. The connection fees may be increased every year, commencing January 1, 2011, based on the increased costs and expenses associated with the community septic system and provisions for reserves.

B. Blanket Easement. A blanket easement, as shown on the Final Subdivision Plat, is hereby granted by the Developer for the purpose of ingress, egress, transmission of sanitary sewage, installing, maintaining, repairing, and replacing the Sewage System upon, over, across or under all areas of the subdivision, including the Lots, but excluding laterals, which shall be maintained by Lot Owner. Any utility company or other contractor contracted by the Owner's Association through its duly authorized employees and contractors, shall have an obligation to provide reasonable notice to the Lot owner, to enter upon the Lot at any time or on any day. If at the sole discretion of the Owner's Association, there exists an imminent threat of danger to the Sewage Systems, the subdivision, or the public all notice requirements shall be waived, and the necessary maintenance or repair work may begin immediately. The Owner's Association shall assure that the utility company or contractor promptly and correctly repairs and restores any damage caused by the maintenance and repair work. This restoration, however, shall not include damage to trees, bushes, branches, roots or other structures which may interfere with the maintenance and repair work. The Developer, Owner's Association, and any utility company shall not perform any utility work in a public right-of-way until a utility permit has been obtained from the Village of Richfield.

C. Ownership of Sewage System. Title and ownership to the Infrastructure Components of the Sewage System and all necessary and appurtenant equipment, shall belong to the Owner's Association.

D. Owner's Association's Obligations for Sewage System. The Owner's Association shall be responsible for the transportation and treatment of sewage discharged

into the Sewage System from each Lot. Each Lot Owner utilizing the Sewage System shall be responsible for its proportionate share of maintaining, testing, repairing, relocating, adding to and/or replacing, as deemed appropriate in the discretion of the Board of Directors of the Owner's Association, Infrastructure Components of the Sewage System, all as more specifically set forth in Section 35A(E) below.

E. Sewage System Use Fee Assessments. The Owner's Associations or its designated agent(s) shall assess a monthly use fee (the "Use Fee") to reimburse them for the costs associated with maintaining and operating the Sewage Systems. The Use Fee shall be adjusted annually and shall include the following:

- (1) Maintenance, testing and inspection costs;
- (2) Utility costs;
- (3) Regulatory compliance costs;
- (4) Casualty insurance covering the Sewage System against damage or destruction;
- (5) Liability Insurance insuring the Owner's Association against liabilities of the public, to any Lot owner or to the invitees or tenants of a Lot owner arising out of their occupation and/or use of the Sewage System, if any, with policy limits to be set, from time to time, by the Owner's Association, in the reasonable discretion of the Owner's Association;
- (6) Real estate taxes, income taxes or other taxes that may be assessed or levied by any local county, state or federal government in connection with the Sewage System;
- (7) Replacement, relocation, and expansion reserve fund; and
- (8) Management fees to be assessed from time to time.

The Use Fees for the Sewage Systems shall be determined by the Owner's Association, shall in the aggregate cover the costs associated with maintaining and operating the Sewage Systems enumerated above, and shall be based on metered water usage.

F. Collection. The Use Fee shall be a special assessment, which, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien on each Lot against which the assessment is made. The assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Lot owner.

G. No Storm Water Connections. No footing tile, downspouts or other storm water discharges shall be connected to the Sewage System or laterals.

H. The Developer, Lot Owners, and the Owner's Association, as the case

may be, hereby grant to the Village, a permanent access easement and the right (but not the responsibility) to enter upon a Lot or Common Area in order to inspect, repair, or restore the Sewage System and all its components to its intended purpose if the Lot Owner and/or Owner's Association fails to perform its maintenance obligations required herein after at least fifteen (15) days prior written notice from the Village (which notice shall not be required if the Village deems the need for such maintenance to be an emergency). The cost the Village incurred in connection therewith (including, but not limited to, actual attorney's fees) shall be charged to the Lot Owners and/or the Owner's Association by the Village at its discretion. The Village may add to each Lot Owner's and/or Owner's Association real estate tax statement, a charge equal to such corrective costs and expenses. Nothing in this paragraph shall be construed to obligate the Village to discharge the duties of a responsible party.

I. Capital Maintenance Fund. The Developer shall maintain a letter of credit in favor of the Village in the amount of \$150,000 ("Letter of Credit") to secure the Water Trust's obligation to fund future capital maintenance of the private water supply system and Sewage System. At the end of each year the Village will review financial statements for the Water Trust and Owner's Association. The Letter of Credit will be reduced by the amount of total cash reserves in the Water Trust and Owner's Association pertaining to capital maintenance of the private water supply system and Sewage System. When the total amount of cash reserves resulting from collection of connection and user fees exceeds the annual operating costs of the private water supply system and Sewage System, the Letter of Credit will be returned to the Developer.

36. MAINTENANCE OF DRAINAGE EASEMENTS, POND, COMMON AREAS, ENTRANCE SIGNAGE, ISLANDS, AND PEDESTRIAN PATHS.

The Owner's Association has the responsibility of properly landscaping and maintaining all common areas, areas designated as "roadway landscape easement" on the face of the final plat, and areas designated "entrance landscape easement" on the face of the final plat in accordance with the plans and specifications approved by the Village and Village ordinances. The Developer shall construct and install pedestrian paths within and across certain Lots and Outlots of Reflections Village as depicted on the final plat, which shall be reserved for use by all Lot Owners, and not the general public. The Owner's Association shall be responsible for the repair, replacement, and maintenance of the pedestrian paths as described herein. The materials used in the construction and maintenance of the pedestrian paths shall conform to the materials indicated on the Site, Building, and Operation Plan as approved by the Village of Richfield Plan Commission. The Developer, Lot Owners, and the Owner's Association, as the case may be, hereby grant to the Village, a permanent access easement and the right (but not the responsibility) to enter upon the above described pedestrian paths in order to inspect, repair, or restore the pedestrian path to its intended purpose if the Association fails to perform its maintenance obligations required herein after at least fifteen (15) days prior written notice from the Village. The cost the Village incurred in connection therewith (including, but not limited to, actual attorney's fees) shall be charged to the Owners and/or Association by the Village at its discretion. The Village may add to each Owner's real estate tax statement, a charge equal to such Owner's pro rata share. Nothing in this paragraph shall be construed to obligate the Village to discharge the duties of a responsible party.

Subject to the provisions of Section 37 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration of Restrictions and the pond and all drainage easement areas within common areas. The Owner's Association further has the responsibility of properly maintaining the detention pond located on Outlot 7 for the benefit of commercial users. Maintenance of the pond shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the pond, around the pond and downstream therefrom; and dredging if and when necessary.

The Owner's Association shall bill the Reflections Village commercial owner's association on a ratable basis for costs related to the use, maintenance, and upkeep of Outlot 7 for commercial users. The amount due for the commercial use of Outlot 7 shall be determined using a ratio, the numerator of which shall be the square footage of the land area of the commercial lots utilizing Outlot 7 for drainage and detention, and the denominator of which shall be the square footage of the total land area within Reflections Village, including Lot 1 of Certified Survey Map No. 6357, utilizing Outlot 7 for drainage and detention. In the event that any dispute, controversy or claim arises between the Owner's Association and the Reflections Village commercial owner's association regarding the costs related to the use, maintenance, and upkeep of Outlot 7, the Owner's Association and Reflections Village commercial owner's association shall agree to arbitrate the dispute pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

The Developer and the Owner's Association, as the case may be, hereby grant to the Village, a permanent access easement and the right (but not the responsibility) to enter upon the above described drainage easement areas in order to pump, inspect, repair, or restore the drainage easement areas to their intended purpose if the Association fails to perform its maintenance obligations required herein. In the event the Owner's Association does not properly maintain said items, the Village of Richfield may send written notice to the Association setting forth which of said items the Village has determined are not properly maintained, and stating that the Village of Richfield may perform such maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem. The cost of the Village incurred in connection therewith (including, but not limited to, actual attorney's fees) shall be charged to the Owners and /or Association by the Village at its discretion. The Village may use the special charge provisions in Wis. Stat. § 66.0627 for purposes of collecting unpaid costs, adding to each Owner's real estate tax statement, a charge equal to such Owner's pro rata share. Nothing in this paragraph shall be construed to obligate the Village to discharge the duties of a responsible party.

The Developer, Owner's Association, and Lot Owners hereby acknowledge and agree that in the event the Owner's Association is no longer registered with the Wisconsin Department of Financial Institutions, the Village shall have no obligation to provide the Owner's Association any notice, written or otherwise, required by these Restrictions prior to taking any action authorized in these Restrictions.

37. DAY TO DAY MAINTENANCE OF DRAINAGE EASEMENT AND PEDESTRIAN PATH EASEMENT AREAS

The day to day maintenance of any drainage easement and/or pedestrian path easement areas located on an individual Lot shall be the responsibility of the owners of such Lot. In the

event that the owner of any Lot fails to maintain the drainage easement areas located on the Lot, the Village shall give written notice to the Lot owner who shall have the time specified in the notice to correct the deficiencies. If the owner of the Lot does not complete the work within the allotted time, the Village may enter onto the Lot to do the work or cause the work to be done, and the cost of such work plus reasonable administrative fees shall be charged to the owner of the Lot pursuant to Section 66.0627, Wisconsin Statutes. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Village's authority of enforcement against the Association, as described in Section 36, above.

38. POND LIABILITY

Storm water retention ponds have been created and are required by the Village to assist in the removal of sediment and detention of storm water in the subdivision. The storm water retention ponds are not intended to be used for swimming or recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Any person entering into or using the storm water retention ponds either intentionally or accidentally does so at their own risk. By purchase of a Lot in the subdivision, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the Village of Richfield, the Developer, the Association, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention ponds. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Village of Richfield, the Developer, the Association, and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention ponds.

38A. PEDESTRIAN PATHS

The responsibility for the installation and maintenance of the pedestrian paths within the residential Lots and Outlots is set forth in Section 36 above. Use of the pedestrian paths shall be restricted to Lot Owner and their invitees. The pedestrian paths shall be used for pedestrian, bicycle, and personal golf cart purposes only at speeds not to exceed ten (10) miles per hour. The Developer and Association can give no assurance that the pedestrian paths will not be used by unauthorized persons or for unauthorized purposes. The Lot owners affected by the pedestrian paths, by acceptance of a deed thereto, waive and release Developer and the Association from any and all liability or responsibility for personal injury or property damage which may occur as a result of the establishment, maintenance or use of the pedestrian paths.

39. DEVELOPER'S EXPANSION RIGHTS.

Developer has acquired or may acquire in the future other lands in the vicinity of Reflections Village, including but not necessarily limited to the lands depicted as Outlot 12 on the final plat for Reflections Village. Subject to the approval of the Village of Richfield, Developer shall have the express right, but not the obligation, to develop all or part of Outlot 12, and/or other lands in the area, in such a manner as to create an integrated development with Reflections Village.

To accomplish that purpose, Developer shall have the express right, without the necessity of obtaining the approval of the Owner's Association or any Lot Owner, to do any or all of the following:

A. Grant easements for the use, and establish requirements for the maintenance of, common Outlots and/or other common areas such that the Lot Owners in all of the developments have the full right of access to and use of common Outlots and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.

B. Amend this Declaration of Restrictions with the prior consent of the Village of Richfield so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Developer shall have the right, when required or requested by any governmental body, to establish certain provisions which may be applicable to one or more of the developments.

C. Amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Owner's Association functions as the association for all of the developments.

D. Amend the provisions hereof with respect to the Committee so that there are separate Committee for each development, or so that there is a combined Committee for some or all developments.

40. LIVE/WORK LOTS.

Limited commercial uses shall be permitted on lots 2, 3, 4, 5, 6, 7, 55 and 56 of Reflections Village provided that:

A. Such commercial use is permitted by Section 70.212 of the Village of Richfield Ordinance, as amended from time-to-time, and constitutes either entirely or partly the livelihood of the Lot Owner and/or tenant residing on the lot;

B. Signs or other kinds of advertising on the Lot related to the business do not exceed 12 square feet. All signs and advertising must be approved by the Committee as to size, design, material, color and location;

EXHIBIT A
LEGAL DESCRIPTION

(Reflections Village Lots and Common Outlots)

Lots 2 through 56 and Outlots 2 through 7, 10, 11 and 13 in REFLECTIONS VILLAGE, being a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, Town 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin, as recorded in the Office of the Register of Deeds for Washington County in Volume 49, Pages 33, as Document No. 1245577.

EXHIBIT B
List of Pre-Determined Bedrooms per Lot

REFLECTIONS VILLAGE - PHASE 1		
SEPTIC MOUND SYSTEM "A"		
LOT NUMBER	# OF BEDROOMS ALLOCATED *	ACTUAL NUMBER OF BEDROOMS *
7	3	
8	3	
9	3	
10	3	
11	3	
12	3	
TOTAL # OF BEDROOMS	18	

* NOTE: TOTAL # OF BEDROOMS MUST BE EQUAL TO OR LESS THAN 18

REFLECTIONS VILLAGE - PHASE 1		
SEPTIC MOUND SYSTEM "B"		
LOT NUMBER	# OF BEDROOMS ALLOCATED *	ACTUAL NUMBER OF BEDROOMS *
13	3	
14	3	
15	4	
16	3	
17	3	
18	3	
19	3	
20	3	
21	3	
TOTAL # OF BEDROOMS	28	

* NOTE: TOTAL # OF BEDROOMS MUST BE EQUAL TO OR LESS THAN 28

REFLECTIONS VILLAGE - PHASE 1		
SEPTIC MOUND SYSTEM "C"		
LOT NUMBER	# OF BEDROOMS ALLOCATED *	ACTUAL NUMBER OF BEDROOMS *
22	3	
23	3	
24	3	
25	3	
26	3	
27	3	
28	3	
29	3	
30	3	
31	3	
41	3	
42	3	
TOTAL # OF BEDROOMS	36	

* NOTE: TOTAL # OF BEDROOMS MUST BE EQUAL TO OR LESS THAN 36

REFLECTIONS VILLAGE - PHASE 1		
SEPTIC MOUND SYSTEM "D"		
LOT NUMBER	# OF BEDROOMS ALLOCATED *	ACTUAL NUMBER OF BEDROOMS *
32	4	
33	4	
34	4	
35	4	
36	4	
37	4	
38	4	
TOTAL # OF BEDROOMS	28	

* NOTE: TOTAL # OF BEDROOMS MUST BE EQUAL TO OR LESS THAN 28

REFLECTIONS VILLAGE - PHASE 1		
SEPTIC MOUND SYSTEM "E"		
LOT NUMBER	# OF BEDROOMS ALLOCATED *	ACTUAL NUMBER OF BEDROOMS *
2	3	
3	3	
4	3	
5	3	
6	3	
50	3	
51	3	
52	4	
53	4	
54	4	
55	3	
56	3	
TOTAL # OF BEDROOMS	39	

* NOTE: TOTAL # OF BEDROOMS MUST BE EQUAL TO OR LESS THAN 39

REFLECTIONS VILLAGE - PHASE 1		
SEPTIC MOUND SYSTEM "F"		
LOT NUMBER	# OF BEDROOMS ALLOCATED *	ACTUAL NUMBER OF BEDROOMS *
39	4	
40	4	
43	4	
44	4	
45	3	
46	3	
47	3	
48	3	
49	3	
TOTAL # OF BEDROOMS	31	

* NOTE: TOTAL # OF BEDROOMS MUST BE EQUAL TO OR

REFLECTIONS VILLAGE HOMEOWNERS ASSOCIATION

Mr. Jim Healy
Village Administrator
Planning and Zoning Administrator
(262)-628-2260
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

May 8, 2015

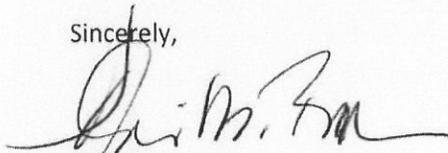
Dear Mr. Healy,

The homeowners of Reflections Village in concert with Receiver Ronald M. Carlson have established a Homeowners Association Board, Water Trust and Architectural Control Committee pursuant to the Declaration and related documents of the subdivision. The board, trust and committee are made up of Reflections Village owners and representatives of the receivership. With the creation of the Reflections Village Architectural Control Committee, the members are now ready to review plans, plats and related materials submitted by lot owner(s) to request approval for the construction of a new home in Reflections Village.

Pursuant to Section 6 of the Declarations "*The architectural control provisions set forth herein are specifically intended to create and preserve a compatibility of architectural styles among the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision notwithstanding the (original) Design Goal.*"

The Committee will not be confined by the original design goal and will approve traditional home designs as provides by section 6 the declarations. Plan approval will contain a minimum of two signatures on the front page of the plan set with comments as needed for approval and the approval date. The owner will then submit the approved plans to the Village for approval from the Richfield Architectural Control Committee. We understand the Richfield Architectural Control Committee will approve the plans based on our new architectural focus. Below please find the names of the members of the Board of Directors of Reflections Village and the names of the Architectural Control Committee members. If you would like to meet with the board or committee please feel free to contact us. The Board and Committee look forward to working with the Village as lots are sold and plans submitted.

Sincerely,



Dennis M. Bush
Board and Committee Member

REFLECTIONS VILLAGE HOMEOWNERS ASSOCIATION

Reflections Village (Richfield, WI)

HOA Board Members

- Ron Carlson (Receiver; President & Treasurer)
- Dennis Bush (Secretary)
- Kurt Behrendt
- Michael Cornelson
- Jeff Faich
- William Hitt
- Lynn Schram
- Jessica Teynor

Water Trust Members

- Ron Carlson (Receiver; President & Treasurer)
- Dennis Bush (Secretary)
- Kurt Behrendt
- Michael Cornelson
- Jeff Faich
- William Hitt
- Lynn Schram
- Jessica Teynor

Architectural Control Committee Members

- Dennis Bush
- Michael Cornelson
- Jeff Faich
- Judy Greenfield
- Jessica Teynor