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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHAMBERLAIN HILL SUBDIVISION

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DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

CHAMBERLAIN HILL SUBDIVISION

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This Declaration of Covenants, Conditions and Restrictions of Chamberlain Hill Subdivision (this "Declaration") is made and entered into by Key Bridge Group, Inc. ("Declarant").

Recitals

Whereas, the Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Building. A "Building" shall be any freestanding structure located in the Subdivision.

1.2 City. "City" shall mean the City of Muskego, Wisconsin, and its successors.

1.3 Common Areas. All areas within the Property that are not owned by any Owner, or that are owned by the Association. Outlots 1 through 3 on the Final Plat of the Property.

1.4 Declarant. The "Declarant" shall mean Key Bridge Group, Inc. and the successors and assigns of Declarant.

1.5 Declaration. "Declaration" shall mean this Declaration.

1.6 Lot. "Lot" shall mean a platted lot intended for construction of a residence in the Subdivision. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.7 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.8 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.9 Occupant. "Occupant" shall mean the Owner and any other person residing on a Lot.

1.10 Outlot. "Outlot" shall mean a platted lot designated as an Outlot on the Plat.

1.11 Owner "Owner" shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.12 Plat. A "Plat" is the plat of the Property as recorded in the Register's Office.

1.13 Property. The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

1.14 Register's Office. The "Register's Office" shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.

1.15 Subdivision. "Subdivision" shall mean all of the Lots as shown on the Plat.

ARTICLE 2. PURPOSE

2.1 The purpose of this Declaration is to adequately provide for high quality improvement of this Property, and to preserve and enhance the value of investments made by Owners of Lots. These covenants and restrictions achieve this purpose by:

a. ensuring the best use and most appropriate development and improvement of each building site;

b. protecting Lot owners from the use of adjacent building sites in a way that detracts from the residential value of their property;

c. guarding against the erection of poorly designed or proportioned structures;

d. achieving harmonious use of material and color schemes;

e. encouraging attractive homes with appropriate locations on each Lot;

f. ensuring that during construction, the Property's public streets and walks remain free of debris and refuse; and,

g. ensuring that improvements, additions or changes made to Lots in years following the initial dwelling construction will be harmonious by creation of an Architectural Control Committee (ACC) of the Owners Association.

ARTICLE 3. ENFORCEMENT

3.1 The terms, covenants and provisions of this Declaration may be enforced by any Owner of any Lot in the Subdivision or by the Chamberlain Hill Owners Association by an action commenced in the Circuit Court for Waukesha County, Wisconsin, and in any such action a party shall be entitled to all forms of relief available at law or in equity as determined by the court, including injunctive relief, specific performance of this Declaration, and any damages which may be caused by a breach of the provisions of this Declaration. In no event shall the City of Muskego be required to enforce any term, covenant or provision of this Declaration.

ARTICLE 4. RESTRICTIONS ON USE AND OCCUPANCY

4.1 Permitted Uses. Each Lot shall be occupied by an owner-occupant (see Article 4.4, below) for residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications that does not burden the use of the Subdivision by frequent visits by business service providers or customers, or (2) the sale of Lots by the Declarant and its assigns or agents, or (3) the establishment of offices by Declarant or its agents for sales of Lots for conducting its affairs. Owners are cautioned that the City's zoning ordinances may be more or less restrictive than the provision of this Section and, if there is a conflict, the more restrictive provision will control. Declarant is not responsible for, nor has the authority to implement or waive any City zoning ordinance. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests.

4.2 Improvements and Minimum Dwelling Sizes. The design of any Building, its location on a Lot, and its exterior appearance shall be such as will have no substantial adverse effect upon property values in the Subdivision. The ground area within the perimeter of any Building at grade exclusive of porches, garages, bays, patios, breezeways and other similar additions, shall not be less than hereinafter scheduled.

a) Not less than 2,000 square feet for a ranch style of split-level house.
b) Not less than 2,200 square feet for a two-story house.

The Architectural Control Committee must approve all building plans. Side entry garages are encouraged. Split-level designs of similar size will be allowed only at the discretion of the ACC based on the topography of a particular Lot. All sump pump drain lines shall be connected under grade to the City sump pump lines. All Lot Owners shall purchase and install a uniform mailbox and front yard lamppost from the Declarant.

4.3 Roofing Pitch and House Exterior Materials. The pitch of all roofs of houses in the Subdivision shall be not less than 8/12, and shall be covered with dimensional shingles, cedar shake or slate shingles. Roof pitches of less than 8/12 will be permitted at the discretion of the ACC if a lower pitch is part of the unique architecture of the house design. The exterior siding materials of each house in the Subdivision shall be all natural materials, and at least twenty-five (25) percent of the front façade shall be in brick or stone masonry. All houses shall have at least two (2) and not more than three (3) exterior siding colors, not including brick or stone masonry.

4.4 Connection Between Ownership and Occupancy of Lots. Each Lot must be occupied by its legal Owner; a beneficiary who holds an equitable interest granted by the legal Owner; or a relative of the legal Owner. For this purpose, "relative" means a parent, grandparent, greatgrandparent, stepparent, stepgrandparent, brother, sister, child, stepchild, grandchild, step grandchild, greatgrandchild, first cousin, 2nd cousin, nephew, niece, uncle, aunt, stepbrother, stepsister, half brother or half sister or any other person related by marriage, consanguinity, affinity or affectional affinity.

4.5 Vehicles. Vehicles shall be parked on driveways or in garages. Outside storage of boats, recreational vehicles or other vehicles or equipment (excepting sports equipment as approved by the ACC) is not permitted.

4.6 Maintenance and Waste. Each Owner shall maintain such Owner's Lot at its sole expense. All buildings, improvements and landscaping shall be kept in good repair and clean condition, including without limitation the mowing of lawns, trimming of plants, repainting and repair of structures, removal of snow and ice from drive and walk areas, repairing of drive and walk surfaces and such other measures to as to maintain a clean and orderly environment within the Subdivision in accordance with the declared general purpose of this Declaration. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in garages. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster or other receptacle on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup. Storage of firewood is restricted to the rear yard only, which shall be considered for this clause to mean from the rear façade of the dwelling unit back to the rear lot line. Firewood must be neatly stacked and must be concealed from view by neighboring properties by landscaping.

4.7 Temporary Structures. No structure, trailer, shack or barn shall be placed or maintained on any portion of a Lot without written approval by the Chamberlain Hill Owners Association and the City of Muskego.

4.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

4.9 Pools. In ground and above ground pools are permitted subject to City ordinance and provided that the pool is completely surrounded by a deck and decking material and landscaping such that the pool sides are not readily visible. Pool and deck plans must be submitted to the ACC for review and approval prior to construction and assembly.

4.10 Antennas. No exterior antennae are permitted except satellite dishes no greater than eighteen inches (18") in diameter. Satellite dishes must be located on the house in an area approved by the ACC.

4.11 Driveways and Front Yard Walkways. Driveways and front yard walkways shall be paved with a hard surface material of concrete or brick pavement material; no asphalt driveways or walks are permitted. Owners shall finish the paving of driveways within twelve (12) months of the date of Owner's receipt of the initial occupancy permit from the City.

4.12 Fences. Fences of natural materials are permitted in rear yards only. The decorative, non-structural side of the fence must face neighboring properties. Fences must be no higher than six feet above grade. Chain link fences are not permitted.

4.13 Mailboxes. Uniform mail/paper boxes shall be purchased by each Lot Owner from Declarant at the time of closing. All mail/paper boxes will be installed by Declarant in accordance with the requirements of the U.S. Post Office. Any replacement of such mail/paper box shall be accomplished by the Lot Owner, and only with a mail/paper box of the same specifications, height and appearance as the original mail/paper box at Lot Owner's expense. No other mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers or magazines or similar materials shall be erected or installed by a Lot Owner.

4.14 Storage Sheds. One storage shed per Lot is permitted by the Chamberlain Hill Owners Association, and shall be placed on the Lot consistent with the setbacks required by the City of Muskego. All storage sheds shall be reviewed and approved by the ACC prior to their construction. Any storage shed shall contain not more than 120 square feet. All sheds shall be of a style, color and building material consistent with the residence on the Lot. Sheds must be constructed on a concrete slab or on proper footings to reduce excessive settling. If an Owner desires to connect electricity to a shed, whether at or after the time of initial construction, the installation of electrical connections must be underground .

4.15 Animals, Livestock, Poultry. No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, two (2) cats, or other customary household pets may be kept, but not for any commercial purpose. Any outdoor animal kennels must be approved by ACC as to location, size and design, and must meet City of Muskego requirements.

4.16 Grading and Grass on Lots. No Owner may change the depth or direction of any swale on the Owner's Lot; swales are an integral part of the planned drainage system for the Property. No Owner may add a berm or swale to their Lot of greater than six (6) inches in height. This paragraph in no way negates or supercedes the Lot Owner's requirement to receive City approval for any added berms or swales.

Each Lot shall be landscaped with grass seed and straw or with grass sod on all front, side and rear yards of the Lot. Permanent lawns shall be established for each Lot within three (3) months of an Owner's receipt of the initial occupancy permit, except for permits received between September 1 of any year and March 30 of the succeeding year, in which case the required establishment date is May 31.

4.17 Landscaping Plan and Street Trees. The City of Muskego has approved a Landscaping Plan for the Subdivision. This Plan is incorporated and made a part of this Declaration, and is attached hereto as Attachment B. Also, the City of Muskego owns a five (5) foot Street Tree Easement over the front yards of all Lots, as shown in the Plat. The Plan and Easement provide the City assurance that the street trees will be planted and maintained as shown in the Plan. The Declarant shall be responsible for ensuring the street trees are planted. Lot Owners shall be responsible for maintaining the street trees. The Plan also provides the City assurance the Owners Association will maintain the landscaping of the Outlots as shown in the Plan.

In addition to the street trees shown in the Plan for their Lot, all Owners shall plant in their front yard at least sixteen (16) shrubs. Such plantings shall be submitted to the ACC for review and approval prior to commencing with the landscaping All the above landscaping, including street trees and shrubs, shall be completed within twelve (12) months of the Owner's receipt of the initial occupancy permit from the City.

ARTICLE 5. Owners Association

5.1 Owners Association to be Created. Declarant shall create a non-profit corporation to be known as the CHAMBERLAIN HILL OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

5.2 Purpose. To own and maintain and control the Common Areas (defined in Article 1), together with any other amenity that may be provided by Declarant or the Association, and that may exist from time to time; to assess the prorated share of the cost of maintenance and other expenses incurred from operation of the Association, upon the individual Lot Owners; to collect such assessments, and; to act as the ACC upon termination of Declarant's involvement in the subdivision.

5.3 Membership. Each Lot Owner, whether numbering one (1) or more shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of Owners of a Lot. Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.

5.4 Directors and Officers of the Association. An initial Board of Directors of three (3) Members will be appointed by Declarant. The Board of Directors shall name the Association officers. Declarant shall establish this Board prior to the sale of three (3) lots in the Subdivision. Until the sale of the final Lot, the initial term of the Members of this Board will be at the discretion of Declarant, its successors or assigns. At the first annual meeting after the sale of the final Lot owned by the Declarant, the Association shall hold elections for the Board of Directors.

5.5 Annual and Special Meetings. An annual meeting at a date, time and location to be determined by the Board of Directors must be held each year. The purpose of the meeting will cover various issues including, but not limited to, the annual budget, subdivision improvements, future election of Directors and other business deemed necessary by the Board. The initial meeting shall be held within 60 days of Declarant establishing the Board. Special meetings may be called by the Board of Directors, acting on their own, or shall be called upon petition of 20% of the Lot Owners following provision of a notice thereof at least 48 hours prior to the special meeting.

5.6 Operating Budget and General Annual Assessment Commencing with calendar year 2004 and for each subsequent year after, the Association shall prepare an operating budget covering the period January 1st through December 31st of each year. The adopted budget is to be delivered to each Lot Owner.

(a) Upon the sale of each Lot to an Occupant, the Purchaser shall pay an Association initial assessment equal to $200.00 for the purpose of funding the Association's costs and expenses. Such initial assessment shall be paid to the Association at the closing of the Lot sale. This initial assessment shall be in effect in perpetuity and paid every time a property is conveyed.

(b) In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, determined solely by the Association, for the purpose of deferring the costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of outlot real estate taxes, maintenance, repair, replacement and additions to the common improvements and areas, administrative costs, and the cost of labor, equipment, materials, management and supervision thereof.

(c) The amount of the general annual assessment for each calendar year shall be determined during the month of December for the subsequent calendar year, and shall be sufficient to raise an amount that may be required. Such assessments shall be paid by each Lot Owner to the Association in a lump sum, on or before the first day of March of each year.

5.7 Special Assessments. A special assessment may be levied on each Lot by the Association for the purpose of any unexpected repair or replacement of improvements if consented to by a majority of the members of the Association present at a membership meeting called for that purpose.

5.8 Delinquent Assessments. If any assessment, general or special, is not paid on the date when due, then the assessment shall become delinquent, and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the assessed property which shall bind such property in the hands of the then Owner, his or her heirs, representatives, successors and assigns. Such assessment shall also be a personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law, filing of a mechanic's lien or lien in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the entire cost of collection, including reasonable attorney's fees.

5.9 Certificates. The Association shall, upon request, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The Association may impose a reasonable charge for each such certificate requested and issued.

5.10 Duties and Authority. The administration of these restrictions, subject to the provisions of Paragraph 5, as well as the authority to run the day-to-day operations of the Association, is vested in the Board of Directors.

ARTICLE 6. ARCHITECTURAL CONTROL COMMITTEE

6.1 Formation. Declarant will initially form an Architectural Control Committee consisting of three (3) persons appointed by Declarant, hereinafter referred to as the ACC. The ACC shall meet in closed session.

6.2 Responsibility and Purpose. In order to obtain and maintain harmony in appearance, and for the protection of the Owners of the Lots, certain site improvements are subject to written approval by the ACC. These include, but are not limited to, buildings or structures of any type, fencing, unusual or unsightly landscaping and modification or other change to approved drainage patterns (Note: changes that will alter drainage patterns may be in violation of the site grading plan and/or recorded drainage easements and will require the approval of the City of Muskego Engineering Department). The ACC shall have the right to reject any such addition or alteration to any Lot, which in its conclusive judgment, is not in conformity with these or future restrictions or is not desirable for aesthetic or other detrimental reasons. In passing judgment upon such plans and specifications, the ACC may take into consideration, among other things, the suitability of the proposed modifications, the exterior color schemes to be used for any building or structure, the general design and materials to be used and the compatibility of the improvement or modification with surroundings Lots.

6.3 Procedures. Any Lot Owner wishing to erect any building, sign, walkway, swimming pool, deck, patio, play equipment or other structure or improvement (including required front yard plantings) shall seek the consent of the ACC to the planned improvement. The Lot Owner shall submit, in duplicate, plans and specifications detailing the improvements, showing the exact location on the Lot and showing a building elevation or rendering of the improvement. The ACC's consent, approval or disapproval as provided herein shall be in writing. In the event the ACC fails to act on any matter presented to it within thirty (30) days after application (application meaning the submittal of a complete written request plus copies of building plans, specifications, surveys, etc.) approval will be deemed to have been obtained insofar as required in Paragraph 6.2 only. No other provisions of these restrictions requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC. The ACC's approval in no way negates or supercedes the Lot Owner's requirement to receive City approval for said improvements.

6.4 Right To Waive Non-Compliance. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship, provided the City of Muskego building codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.

6.5 Declarant's Control of ACC. So long as Declarant, it's successors or assigns shall own any Lot in Chamberlain Hill, the authority and functions of the ACC shall be vested in and exercised solely by Declarant acting through its Board of Directors or its successors or assigns acting through the Board of Directors. When Declarant, it's successors or assigns has transferred ownership in all the Lots, control of the ACC shall then automatically transfer to the Board of Directors elected under the provisions of Article 5.4, above.

ARTICLE 7. OUTLOTS AND EASEMENTS

7.1 Agreements and Plans Regulating Outlots. There are Agreements and Plans between the Declarant and the City that regulate the open space and storm detention system in the Outlots, These are the Chamberlain Hill Open Space Management Plan, Chamberlain Hill Open Space Management Plan Agreement, Chamberlain Hill Retention Pond Maintenance Agreement, and Chamberlain Hill Storm Water Management Plan. The Open Space Management Plan, Open Space Management Plan Agreement, Retention Pond Maintenance Agreement and Storm Water Management Plan have been recorded in the Waukesha County Office of Register of Deeds.

7.2 Assignment of Outlots to Association. The Declarant shall assign the title to the Outlots to the Association upon the Association's formation.

7.3 Open Space Plan. The Open Space Management Plan describes how Outlots in the Property are to be planted and maintained, including the wetland area in Outlot 1, the existing mixed hardwood forest in the southern portion of Outlot 2 and the planted prairie area in the northern portion of Outlot 2. The Declarant , under this Plan, has initial duties and responsibilities for planting and establishing these Outlots. The Association shall have responsibility for maintaining the Outlots. This maintenance is described in detail in the Management Plan. Preservation of the prairie grasses in the Outlots may include occasional controlled burning or cutting and raking or other care by a landscaping professional.

7.4 Open Space Segregated Account: Pursuant to the Open Space Management Plan Agreement, the City has the right to invoice the Owners Association up to $1,000 per year, funds to be held in a segregated account by the City, for the purpose of assuring the Association maintain the open spaces according to the Plan. Also, the City has the right to bill costs in excess of this amount to the Owners Association.

7.5 Encroachment on Outlots. Many of the Lots in the Property have rear or side yards that abut an Outlot, as shown in the Plat. Owners shall not be permitted to encroach on Outlot lands by cutting prairie grasses, removing vegetation or other activities.

7.6 Conservation Easements. Many of the Lots in the Property have rear or side yards that have a Conservation Easement over them owned by the City. The Plat contains Conservation Easement Restrictions A. through E., and these Restrictions shall be observed by Owners of these Lots.

7.7 Retention Pond Segregated Account: Pursuant to the Retention Pond Management Agreement, the City has the right to invoice the Owners Association up to $1,000 per year, funds to be held in a segregated account by the City, for the purpose of covering the estimated costs of the annual pond draw down. Also, the City has the right to bill costs in excess of this amount to the Owners Association.

7.8 Pond Liability. A storm water retention pond will be created in Outlot 1 and is required by the City 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 pond either intentionally or accidentally do so at their own risk. By purchase of a Lot, 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 City, the Declarant, the Chamberlain Hill Owners 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 City of Muskego, the Declarant, the Owners 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 pond.

7.9 Oakhill Trail Subdivision Entrance. The Owners Association shall be responsible for maintaining thesubdivision entry sign and associated landscaping.

ARTICLE 8. RIGHTS OF DECLARANT

8.1 Reserved Rights. Pending the sale of all Lots by Declarant, Declarant:

(a) may use the unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed 24 months from the date of issuance of the certificate of occupancy therefor; provided, however, that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 10 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings.

ARTICLE 9. TERMINATION AND AMENDMENT

9.1 Termination. Unless amended as provided for herein, this Declaration shall run with the lands and shall be in effect for an initial period of twenty (20) years from the date this Declaration is initially recorded. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as amended) shall be automatically extended for successive periods of ten (10) years each, unless terminated by an instrument executed by the Owners of at least seventy-five percent (75%) of the Lots subject hereto and recorded in the office of the Register of Deeds for Waukesha County.

9.2 Amendment. Until all Lots subject to this Declaration have been sold by the Declarant, this declaration may be amended by the recording of a written instrument executed by or on behalf of the Owners of at least sixty percent (60%) of the Lots subject to this Declaration, one of which must be the Declarant. During the remaining term of this Declaration, it may be amended by the recording of an instrument executed by the Owners of at least seventy-five percent (75%) of the Lots subject hereto. All amendments shall be consistent with the general plan of development embodied in this Declaration.

ARTICLE 10. CONSTRUCTION AND EFFECT

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

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

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

10.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

10.5 Remedies. All remedies herein are cumulative.

10.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

10.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

10.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

10.9 Enforceability. The Owners hereby waive any and all claims for damages of any type against the Declarant that may arise from the lack of enforceability of any provision of this Declaration.

Executed as of June 26, 2003.

Key Bridge Group, Inc.

By: _____
Scott C. Fergus, President

003884 JUN 27 03

Declaration of Covenants Chamberlain Hill Subdivision

State of Wisconsin)
) ss.
County of Waukesha)

The foregoing instrument was acknowledged before me this 26th day of June, 2003, by Scott C. Fergus, President of Key Bridge Group, Inc., who is personally known by me and executed this document.

Notary Public, State of Wisconsin
My Commission Expires: 12-10-06

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003885 JUN 27 03

Declaration of Covenants Chamberlain Hill Subdivision

EXHIBIT A

Being all of Lot 2 of Certified Survey Map No. 1653 and unplatted lands, all being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4, of the Northeast 1/4, all in Section 22, Township 10 North, Range 18 East, City of Muskego, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the Northeast corner of the NE 1/4 of said Section 22; thence S.00°-14'-38"E., 80.63 feet along the east line of said NE 1/4 to a point on the southerly right-of-way line of Wisconsin and Southern Railroad; thence S73°25'22"W, 6.03 feet along the south line of said railroad to the point of beginning of the hereinafter described lands; thence S.00°14'38"E., 921.09 feet along said east line to a point; thence S.89°45'22"W, 308.74 feet to a point; S.00°14'38"E, 297.55 feet to a point; thence S.70°47'48"W., 208.00 feet to the Southeast corner of Lot 3 of C.S.M. No. 1653; thence N.05°37'11"W., 266.36 feet along the easterly line of C.S.M. 1653 to the Southeast corner of Lot 2 of said C.S.M. No. 1653; thence S.62°54'35W., 150.62 feet along the south line of said Lot 2 to a point of curvature on the northerly right-of-way line of Wayside Drive; thence 104.72 feet along the arc of a curve to the left, with a radius of 75.00 feet, whose chord bears N.56°50'13"W., 96.42 feet to the Southwest corner of said Lot 2; thence N.05°20'58"W., 243.39 feet along the west line of said Lot 2 to the Northeast corner of Lot 1 of said C.S.M. No. 1653; thence S.70°54'49"W., 219.76 feet along the north line of said Lot 1 to the Northwest corner of said Lot 1; thence S.15°05'11"E., 250.00 feet along the westerly line of said Lot 1 to a point on the north line of C.S.M. No. 1226; thence S.78°20'29"W., 197.54 feet to the Northwest corner of said C.S.M. No. 1226 and a point on a curve; thence 132.93 feet along an arc of a curve to the left, with a radius of 334.95 feet, whose chord bears S.16°36'47.5"E., 132.06 feet to a point; thence S.62°01'03"W., 66.00 feet to a point on a curve; thence 50.92 feet along an arc of a curve to the right, with a radius of 400.95 feet, whose chord bears N.24°20'38.5"W., 50.89 feet to a point; thence S.65°02'29"W., 163.36 feet to a point; thence N.21°09'31"W., 30.54 feet to a point; thence N.27°38'31"W., 554.56 feet to a point; thence N.10°39'39"E., 396.16 feet to the aforesaid southerly right-of-way line of the Wisconsin and Southern Railroad; thence N.73°25'22"E., 174.59 feet along said southerly right-of-way line to a point; thence S.00°14'38"E., 20.84 feet along said southerly right-of-way line to a point; thence N.73°25'22"E., 1373.97 feet along said southerly right-of-way line to the point of beginning.