000506 JAN 13 06

WC3353230-008

BY-LAWS Copper Oaks ~~Estates~~ Homeowners' Association INC A WI NOT-for-Profit CORP.

Document Title

3353230

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

01-13-2006 9:44 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 18.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 8

Legal Description:

Being a part of the SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ of Section 4, T5N, R20E, in the city of Muskego, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the NE ¼ of said SE ¼ of Section 4, THENCE S88°36'24"W along the south line of said NE ¼ section 4, 1441.77 feet to the POINT OF BEGINNING; THENCE S00°14'03"E, 618.43 feet; THENCE S88°36'24"W, along the northerly line of Marlin Meadows 827.91 feet; THENCE N00°14'03"W, 618.43 feet; THENCE N00°11'56"W, 794.73 feet to the centerline of Martin Drive; THENCE S59°46'20"E along the centerline of Martin Drive, 252.19 feet; THENCE continuing along the centerline of Martin Drive, 238.11 feet along an arc of a circle whose center is to the right whose radius is 494.80 feet whose chord bears S45°59'11"E, 235.82 feet; THENCE continuing along the centerline of Martin Drive S32°12'09"E, 306.82 feet; THENCE continuing along the centerline of Martin Drive 363.13 feet along an arc of a circle whose center is to the left whose radius is 534.47 feet whose chord bears S51°40'00"E, 356.19 feet; THENCE S00°14'03"E, 3.23 feet to the POINT OF BEGINNING. Said lands containing 854,678 square feet or 19.6207 acres, more or less.

Recording Area

Name and Return Address

City of Muskego
Planning Dept.
P.O. Box 749
Muskego, WI 53150

MSKC 2173.991

Pg 25/8

Drafted By Glen A. Miller

This information must be completed by the submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and $2.00 to the recording fee.. Wisconsin Statutes, 59.517. WRDA 2/96

000507 JAN 13 06

GM

BY-LAWS
COPPER OAKS ~~ESTATES~~ HOMEOWNERS' ASSOCIATION INC.
A WISCONSIN NOT-FOR-PROFIT CORPORATION

ARTICLE 1. NAME AND LOCATION AND PURPOSE

The name of the corporation is COPPER OAKS ESTATES HOMEOWNERS' ASSOCIATION INC., hereinafter referred to as the "Association." Meetings of members and directors may be held at such places as designated by the Board of Directors. The Association does not contemplate pecuniary gain or profits to the members thereof, and the purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the Copper Oaks Estates subdivision, located in the City of Muskego, Waukesha County, Wisconsin and for such other purposes as are legal and reasonably deemed necessary and desirable.

The real estate affected is attached as an Exhibit herein.

ARTICLE 2. DEFINITIONS.

Section 1. "Association" shall mean and refer to COPPER OAKS ESTATES HOMEOWNERS' Association, Inc., its successors and assigns.

Section 2. "Declaration " shall mean and refer to the Restrictive Covenants and Grant of Easement recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, in V. of records, pages as Document 3353 229

Section 3. "Member shall mean and refer to those personsentitled to membership as provided in this document.

ARTICLE 3. MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00pm. If the day for the annual meeting is a legal holiday, the meeting shall be held at the same hour the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote 4/7 of all the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 7 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

000508 JAN 13 08

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 4/7 of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or in these By-Laws. If, however, such quorm shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be ing writing and filed with the secretary.

ARTICLE 4. BOARD OF DIRECTORS; SELECTION ; TERM OF OFFICE.

Section 1. Number. The affairs of this Association shall be managed by a Board of 3 directors who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one director for a term of one year, one for a term of two years; one for a term of three years; and at each annual meeting thereafter, the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting . The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE 5. NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to excercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6. MEETINGS OF DIRECTORS.

Section 1. Regular Meetings. Regular meeting of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Specail Meetings. Specail meetings of the Board of directors shall be held when called by the President of the Association or by any four directors, after not less than 3 days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors president at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE 7. Powers and Duties of The Board of Directors.

Section 1. Powers. The Board of Directors shall have power to:
(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the right of way and to govern the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
(b) Suspend the voting rights and right to use of any of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, or the Articles of Incorporation or the Declaration.
(d) Declare the office of a member of the Board of Directors, to be vacant in the event such member shall be absent from 3 consecutive regular meetings of the Board of Directors.
(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescibe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:
(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting, when such statement is requested in writing by 4/7 of the members who are entitled to vote;
(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
(c) to:
(1) Fix the amount of the annual assessment;
(2) Send written notice of each assessment to all property owners subject thereto in advance of each annual assessment; and
(3) Foreclose the lien against any property for which assessments are not timely paid or to bring an action at law against those personally responsible to pay the same.
(d) Issue, or cause to be issued, upon demand by any person entitled thereto, a certificate setting forth whether or not assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates;
(e) Procure and maintain adequate liability and hazard insurance on the common property.
(f) Cause bonding, if appropriate, of all officers and employees, or those specific
(g) cause the common areas, facilities, right of way, to be maintained as approved by the City of Muskego, keeping the common areas to be maintained and remain in their natural state and in conformance with the Declaration.

000510 JAN 13 06

ARTICLE 8. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of offices. The officers of this Association shall be a president and vice president , who shall at all times be members of the Board of Directors, a Secretary, and a treasurer, and such other officers as the Board may from time to time, by resolution, create.
Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for 1 year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.
Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or to the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
Section 7. Multiple Officers. The officers of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of specail offices created pursuant to Section 4 of this Article.
Section 8. Duties. The duties of the officers are as follows:

President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President: The vice president shall act in the place instead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; service notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and prmissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its next regular annual meeting, and deliver a copy of each to the members.

ARTICLE 9. COMMITTEES

The Association shall create such committees as it may deem fit.

00051 1 JAN 13 06

ARTICLE 10. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member and shall be provided to the City of Muskego upon written request. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE 11. MEMBERSHIP/VOTING

By purchasing or taking title to a lot in Copper Oaks Estates Subdivision, an individual or entity automatically becomes a member of this Association and subject to its rules and regulations and the Declaration. Each lot shall be entitled to only one (1) vote, no matter how many owners are in title to said lot. If the owners of a specific lot cannot agree on how their vote shall be cast, that vote will not be counted.

ARTICLE 12. ASSESSMENTS/FAILURE TO PAY/FAILURE OF THE ASSOCIATION TO CARRY OUT MANDATES OF THE DECLARATION.

The reasonable and necessary costs of conducting the affairs of the association same shall be assessed equally to all lot owners in this subdivision. In the event the same are not timely paid the Association has the legal right and ability, according to law, to file a lien for the same against the offending lot (s). Further, the Association has the right to commence suit in Waukesha County Circuit Court against the lot owners personally for the amount of the assessment, interest at the rate of 1 1/2% per month; together will all court costs and reasonable attorney fees. In the event the Association shall fail, in its reasonable discretion of the City of Muskego, to carry out those obligations as defined in the Declaration, the City of Muskego, in its reasonable discretion, is free to exercise whatever rights it possesses in the Declaration against the then owners of the real estate as if this Association never existed, or to pursue its rights against the Association.

ARTICLE 13. ASSESSMENTS .

Each member is obligated to pay to the Association annual and special assessments. No member may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common property.

ARTICLE 14. CORPORATE SEAL.

The Association shall have the right to purchase a corporate seal.

ARTICLE 15. AMENDMENTS.

These By-Laws may be amended, at a regular or special meeting of the members, called for that purpose, by a 5/7 or more majority vote of its members. Proxy voting is allowed.

ARTICLE 16. CONFLICT.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

000512 JAN 13 06

COPPER OAKS ESTATES, a subdivision located and being in part of the NE 1/4 and the NW 1/4 of the SE 1/4 and the SW 1/4 of section 4 T5N R 2OE in the City of Muskego, Waukesha County, Wisconsin.

COPPER OAKS TAX KEY

LOT 1 2173.001
LOT 2 2173.002
LOT 3 2173.003
LOT 4 2173.004
LOT 5 2173.005
LOT 6 2173.006 OUTLOT 1 2173.021
LOT 7 2173.007 OUTLOT 2 2173.022
LOT 8 2173.008 OUTLOT 3 2173.023
LOT 9 2173.009 OUTLOT 4 2173.024
LOT 10 2173.010 OUTLOT 5 2173.025
LOT 11 2173.011
LOT 12 2173.012
LOT 13 2173.013
LOT 14 2173.014
LOT 15 2173.015
LOT 16 2173.016
LOT 17 2173.017
LOT 18 2173.018
LOT 19 2173.019
LOT 20 2173.020

OUTLOT 6 2173.026 "RETENTION POND"

000513 JAN 13 06

ARTICLE 17. MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, COPPER OAKS ~~ESTATES~~ GM HOMEOWNERS' ASSOCIATION, INC., has hereunto set its hand this 12 day of January, 2006.

COPPER OAKS ESTATES HOMEOWNERS'S ASSOCIATION, by

Glen A. Miller, President

Donna L. Brady, Treasurer

Diane S. Domurat, Secretary

PERSONALLY CAME BEFORE ME, this 12 day of January, 2006 the above named Glen A. Miller,
to me known to be the person who executed this document.

NOTARY PUBLIC
My commission is perm

Commission Expires 6-29-2009

CHARLES L. HASLER • NOTARY PUBLIC • STATE OF WISCONSIN

000493 JAN 13 05

3353229

WC3353229-013

Copper Oaks ~~Estates~~ Declaration of Protective covenants
Document Title

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

01-13-2006 9:44 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 28.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 13

Recording Area

Name and Return Address

City of Muskego
Planning Dept.
P.O. Box 749
Muskego, WI 53150

MSKC 2173.991

Legal Description:

Being a part of the SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ of Section 4, T5N, R20E, in the city of Muskego, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the NE ¼ of said SE ¼ of Section 4, THENCE S88°36'24"W along the south line of said NE ¼ section 4, 1441.77 feet to the POINT OF BEGINNING; THENCE S00°14'03"E, 618.43 feet; THENCE S88°36'24"W, along the northerly line of Marlin Meadows 827.91 feet; THENCE N00°14'03"W, 618.43 feet; THENCE N00°11'56"W, 794.73 feet to the centerline of Martin Drive; THENCE S59°46'20"E along the centerline of Martin Drive, 252.19 feet; THENCE continuing along the centerline of Martin Drive, 238.11 feet along an arc of a circle whose center is to the right whose radius is 494.80 feet whose chord bears S45°59'11"E, 235.82 feet; THENCE continuing along the centerline of Martin Drive S32°12'09"E, 306.82 feet; THENCE continuing along the centerline of Martin Drive 363.13 feet along an arc of a circle whose center is to the left whose radius is 534.47 feet whose chord bears S51°40'00"E, 356.19 feet; THENCE S00°14'03"E, 3.23 feet to the POINT OF BEGINNING. Said lands containing 854,678 square feet or 19.6207 acres, more or less.

Page 1 of 9

Drafted By Glen A. Miller

This information must be completed by the submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and $2.00 to the recording fee.. Wisconsin Statutes, 59.517. WRDA 2/96

000494 JAN 13 05

DECLARATION OF PROTECTIVE COVENANTS

COPPER OAKS ~~ESTATES~~ 6.M

being a subdivision of a part of th SW 1/4 of th NE 1/4 and the NW 1/4 of the SE 1/4 of section 4, T5N, R2OE, in the city of Muskego, Waukesha County, Wisconsin.

TAX KEY ##:

A LAND DIVISION LOCATED IN THE CITY OF

MUSKEGO, WAUKESHA COUNTY, WISCONSIN

It is the intent of these Protective covenants to create aesthetic harmony and provide architectural protection and control for the benefit of owners of property in the subdivision thus maintaining and enhancing property values and the quality of life in Copper Oaks Estates.

ARCHITECTURAL CONTROL COMMITTEE

The administration of the within covenants, the authority to grant approvals hereunder, and the discretionary power granted in this Declaration shall be vested in the Architectural Control Committee hereunder.

So long as the Developer, Glen Miller, shall own any lots in the Subdivision, the authority and functions of the Architectural Control Committee shall be vested in and exercised soley by the developer. At the time all of the lots in the Subdivision have been sold by the developer, the developer shall so notify the then owners in writing and the lot owners shall hereafter cause to be formed a committee made up of lot owners in good standing to assume the responsibilities of the Architectural Control Committee.

The Architectural Control Committee's consent, approval, or disapproval as provided

/

herein shall be in writing. All plans, specifications for the proposed structure and its surrounding lands, and all other required data, shall be submitted to the Committee in duplicate. The Committee shall have the right to refuse to approve any such plan or specifications which, in the sole judgment of the Committee, are not in conformity with these restrictions or are not desirable for aesthetic or other reasons within 30 days. The Architectural Control Committee shall have the right to waiver minor infractions or deviations from these restrictions in case of hardship. The Committee shall have the sole discretion to determine which of the dwelling size requirements of this Declaration of Covenants apply to a particular proposed dwelling and whether the same have.

A. USE OF LOTS

A-1. All lots in the Subdivision shall be used for single-family residential use only except for such home-office businesses approved by Waukesha County Planning and Zoning and the City of Muskego, if applicable. No structure of a tempory character, mobile home, trailer, basement, tent, shack, garage or other outbuilding shall be used at any time as a residence.

A-2. No mobile home, motor home, trailer home, camper home, recreational vehicle, commercial or business truck, non-licensed automobiles, buses, motorcycles, snow-mobiles, tractor(s), and material or equipment of any kind shall be stored outside or permitted to remain on any property in said Subdivision unless under permanent roof; provided however, that this restriction shall not apply during the period of construction for equipment and material used in the actual construction of a residence. Notwithstanding that stated above, a boat and trailer, not to exceed one of each, may be parked at the side of a garage or to the rear of dwelling. Also notwithstanding that stated above, trucks of less than one ton, even those used for business purposes, may be parked in the garage driveway (said truck(s) to be used for transportation only).

A-3. No fences, hedges, or trees shall be maintained on any lot in the Subdivision that unreasonably restricts the view or use of property of other lot owners in the Subdivision. Any such fences, hedges, or trees may be ordered to be removed, altered or trimmed by the Architectural Control Committee whose decision in such matters shall be deemed final.

A-4. To enhance the strict residential character of the lots in such Subdivision, no advertising signs shall be permitted upon any lot or building in such Subdivision except professionally lettered, temporary "For Sale" signs not exceeding six (6) square feet in area. Signs approved by the Architectural Control Committee may-be used by the developer and a builder to advertise the property during the construction and the sales period.

A-5. No shooting of firearms or hunting shall be allowed in the Subdivision.

A-6. No animals, livestock, poultry, or birds of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets (including house birds) may be kept, provided that they are not kept bred, or maintained for any commercial purposes. All household pets shall be properly restrained, housed, and confined so as not to constitute a nuisance to other property owners. Dog houses and runs shall be allowed in rear yards only and shall be placed not less than fourty five feet (45') from neighboring dwellings.

B. BUILDINGS AND CONSTRUCTION

B-1. Only one (1) single-family residential dwelling shall be placed on any lot in such Subdivision.

B-2. No lot owner shall cause any fill to be placed on any lot for the purpose of changing the existing contour thereof without the permission in writing of the Architectural Control Committee.

000497 JAN 13 95

B-3. There shall be a minimum fourty foot (40') front building setback line, a minimum twenty foot (20') rear setback line, and a minimum side yard setback of fifteen & twenty feet (15'&20') on all lots. If greater setbacks are required by ordinance, then in such cases the greater setback shall prevail.

B-4. No building in such Subdivision shall be occupied or used until the same is completed. Any construction must be completed within one (1) year after start of such construction.

B-5. A lot shall be landscaped and seeded or sod shall be laid within one (1) year after completion of the dwelling. Landscaping shall include the area between the front lot line and the edge of the street pavement. At least two (2) trees, with a minimum height of eight feet (8') shall be planted in the front yard of each lot at the time of landscaping, unless such trees already exist. If trees are moved they must be replanted within 1 hour of removal, near original spot. This is the homeowners responsibility.

B-6. Dwelling Size - The required minimum living area for houses in the Subdivision shall be as follows:

1. One (1) story-house, a minimum of 2,200 square feet. No floor area below finished yard grade shall be considered living area.

2. Bi-level, Tri-level, or Split-level house, a minimum of 2,500 square feet with 1,800 square feet on levels above finished yard grade.

3. Two (2) story house, a minimum of 1,400 square feet on the first floor and a minimum total of 2,500 square feet. No floor area below finished yard grade shall be considered living area.

Architectural design and appearance will be considered and the Architectural Control Committee may grant variances at its discretion. In addition to the size and architecture of the house, the Architectural Control Committee shall take into consideration the costs, the materials to be used, and the view from adjacent properties.

B-7. EXTERIOR REQUIREMENTS

1. Homeowner or builder must provide Architectural Control Committee with two (2) sets of house plans prior to applying for Building Permit.

2. Provide a sample of siding, shingles, and brick color to be used.

3. Roof pitches shall have a minimum 9/12 pitch, they also need to be wood shake, dimensional, asphalt or fiber glass shingles.

4. Siding shall be brick, stone, wood, cement board or other natural materials.

5. All exterior chimneys must be brick, stone, veneer,cultured brick or stone.

6. All windows require wood trim, if grills are used they must be in all windows.

7. 25% minimum of the front elevation must be brick or stone.

8. No existing trees with a diameter of 4" or more beyond 20' of dwelling may be cut down without Architectural Control Committee approval.

9. Lots 6-10 and outlots 1-5 may have a preservation restriction south of Building restriction lines.

B-8. All houses must have a full basement and garage which shall not be smaller than a two (2) car nor larger than three (3) car in capacity and must be attached thereto.

B-9. Outside auxilary buildings, including children's tree houses, will be allowed only by express written approval of the Architectural Control Committee and then only when the design and exterior is compatible with the exterior and design of the residence, but not to exceed 144 square feet or 12 foot cube. Satelite dishes must be limited to two foot diameter dishes.

B-10. No building, fence, swimming pool, or structure of any kind shall be constructed, placed, added to, or remodeled in such Subdivision until the complete building plans and specifications, including a plan showing the exact proposed location and grade elevation of such structure and the type and character of the architure and the building materials to be used in the construction of the same shall have been first

submitted to and approved in writing by the Architectural Control Committee. Complete plans and specifications shall include a lot grading plan showing drainage to coincide with the subdivision engineering plans. The Committee will seek to minimize the number of trees cut, as well as judge the house placement with the views of other homes in mind. The Committee will also seek to minimize cut and fill operations.

B-11. Any buildings, moved from outside the subdivision, and intended to be installed within said subdivision, must be approved by the Committee.

B-12. All new electric, telephone and cable television lines installed within the Subdivision shall be installed underground.

B-13. Lot line fences will be permitted provided they are constructed of wood or decorative plastic and the design submitted to and approved by the Architectural Control Committee in advance of construction.

C. APPLICATION OF RESTRICTIONS AND ENFORCEMENT THEREOF

C-1. The restrictions, protections, and covenants herein contained shall be in addition to any restriction and conditions now or hereinafter imposed upon such property by any municipal or county zoning ordinance.

C-2. All of the restrictions, protections and covenants herin contained shall remain in full force and effect for a period of twenty-five (25) years from the date hereof and for successive periods of ten (10) years each thereafter, excepting the restrictive covenants as required by Waukesha Planning and Zoning, which shall be perpetual unless waived in writing by said agency.

C-3. The restrictions, protections, and covenants herein contained shall be deemed covenants running with the land and shall be binding on all owners of lots in such Subdivision for the duration of this Declaration. The undersigned developers agree for themselves, their heirs, personal representatives and assigns, that each conveyance hereafter made of any lot in such Subdivision shall contain an appropriate reference to and shall be made subject to this declaration.

C-4. The restrictions, protections, and covenants contained may be enforced by any owner or owners of land in such Suvdivision, or by the Homeowner's Association, or by the Architectural Control Committee, action brought for that purpose, and judgement in any action can provide for the removal of any building erected in violation of any of the provisions hereof and for the abatement of any other violation. In such action wherein judgement is granted adjudging a violation of the terms and provisions of the declaration, such judgement shall include provision for the expense of enforcement of this Declaration including reasonable attorney's fees in addition to taxable costs. The City of Muskego and/or Waukesha County may, but are not required to, enforce these restrictions.

C-5. After the expiration of one (1) year from the date of its completion, any building or other structure built or erected within such Subdivision shall be deemed to comply with the provisions of this Declaration unless written notice shall have been given to the owner of such building or other structure specifying the nature of the violation and demanding its removal or abatement. This one (1) year provision shall not apply to the restrictions mandated by Waukesha County Planning and Zoning.

C-6. Invalidation of any of the restrictions, protections, and covenants herein contained shall in no manner affect any of the other provsions hereof, all of which shall be deemed to remain in force in full force and effect.

D. MISCELLANEOUS

D-1. The provisions of the Declaration may be amended from time to time by the consent of ninety per-cent (90%) of all of the owners of lots in such Subdivision during the initial twenty-five (25) year period of time when such Declaration is declared to be in effect, however, the restrictions imposed by Waukesha County Planning and Zoning cannot be amended without the written consent of Waukesh County.

D-2. Garbage cans, if kept outside, shall be fenced or screened and kept in a neat and orderly fashion in the rear yard only.

D-3. Clothes line may only be located in the rear lot area.

D-4. Swing sets and other children's play areas may only be in the rear yards.

D-5. All other structures installed or maintained outside the principle structure, such as L.P. gas tanks, shall be enclosed or screened so as to limit visibility from the street or from adjoining lots. All enclosures or screening, must be approved by the Architectural Control Committee. L.P. tanks shall be screened at all time of landscaping.

D-6. Burning of refuse or garbage shall be prohibited. Burning of nonoffensive matters is permitted as long as it does not constitute a nuisance to neighboring properties.

D-7. Firewood, if kept outside, must be stacked neatly in rear lot areas only.

D-8. T.V. and radio towers, antennas, and satelite reception equipment must have Architectural Control Committee approval before construction. Wind generators, and outside wood burning stoves will not be allowed.

D-9. All residences, outbuildings, if any, and yards shall be kept and maintained in a neat, orderly manner so as to present a pleasing apprearance. Violtions of this convenant shall be determined by the Architectural Control Committee and may be ordered corrected by such Committee at the expense of the lot owner.

D-10. All fill resulting from home construction shall at the option and discretion of the Architectural Control Committee, be removed, at the homeowners' expense, and moved to a location, within the subdivision, with no charge to the Committee or developer. The Architectural Control Committee shall designate where all removed fill from home construction shall be placed within said subdivision, or if it can be removed out of subdivision.

D-11. All driveways shall be either concrete, asphalt, or brick and shall be completed within one year of occupancy.

D-12. The recorded plat of Copper Oaks Subdivision, contains certain restrictions and annotations applicable to the subdivision. Those restrictions and annotations are

incorporated by reference into these Protective Covenants. Any party purchasing a lot within this subdivision are deemed to have received a copy of said restrictions.

D-13. All references to Subdivision herein shall be construed to mean Copper Oaks Estates, a subdivision in the City of Muskego, Waukesha County, Wisconsin.

D-14. In the event Federal, State, County or local municipal ordinances, rules, regulations, statutes and/or laws are more restrictive than these covenants, then those Federal, State, County or local directions shall control.

D-15. In the event any part of these covenants are deemed invalid by a Court of Law, then, and in that event, it is the specific intent that the remainder of these covenants shall still be in full force and effect.

D-16. The City of Muskego is granted an easement/right to enter upon any and all real estate located in this subdivision for purpose of enforcing, if in the event it chooses to do so, any covenant or agreement as indicated in the Developer's Agreement with the City of Muskego affecting this subdivision.

D-17. The City of Muskego requires Developers to conduct soil tests before developing. A buyer can optain a copy of the soil report from the developer, or have soil tested at buyers expense before purchasing a lot. Any engineering or survey costs incurred after the closing of the purchase of any lot in this subdivision, shall be the responsibility of purchaser.

Any extra foundation square feet necessary to construct a single family home are to be paid by declarant at no more than $3.00 per square foot and a maximum pay-out of no more than one thousand dollars, providing the declarant inspects work site before footing & foundation work begins, and must have a minimum of 24 hours notice to inspect site. All footings, gravel, engineering, surveying, excavating & building costs shall be the responsibilty of purchaser.

D-18. The developer is not responsible for any existing or new developments of any kind, (parks,roads,buildings etc.) outside subdivision boundries.

D-19. The subdivision sewer system is designed so that most homes will have gravity sewer flow from house to sewer lateral. However, deep basements, larger setbacks, grade changes or long sewer lines may require grider pumps. Home owners are responsible for all sewer connections & costs, and should have their builder/surveyer verify sewer lateral depths and home plans.

D-20. The lots subject to these restructions shall be subject to any easements granted or hereafter to be granted by undersigned or its successors and assigns to city of Muskego and easements granted or hereafter to be granted for the construction and maintance of electric, telephone, gas, sewer, storm sewer, drainage, trees, etc. under and over portions of any lot. The undersigned does hereby reserve for itself and its successors and assigns and for the benefit of the city of Muskego and public or semi-public utility companies, the easement and rights-of-way for the construction and maintance of all utilities and for other purposes, and for performing any public or quasi-public utility or function which they or the city of Muskego may deem fit & proper for the improvement & benefit of the subject lots. Such easements and right-of-ways shall be confined, so far as possible, in the area within ten feet of all lot lines, with nessary right to ingress and egress their from and with the right to do what ever may be necessary to carry out the purposes for which this easement is created.

D-21. Developer reserves the right for a period of six months after the execution hereof, to grant easements as detailed in paragragh D-20 to Wisconsin power, gas, phone, city of Muskego, etc. For utility purposed over upon, under or across all lots in the subdivision, whether owned by the developer or third parties. Such easements shall be granted on standard utility forms.

D-22. All lot owners in Copper Oaks Estates will automatically own an equal share of outlot 6 & entrance Island after purchasing their lot. The purpose of this outlot is mainly for storm water retention and the City of Muskego requires lot owners to be responsible for maintenance, liability, ect. of outlot 6 and entrance Island, a subdivision association may be formed.

for restrictions, Architectural Control, and outlot 6

E. LANDS EXCLUDED

NONE

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS DECLARATION THIS 12 **DAY OF** January, 2006

Copper Oaks ~~Estates.~~, GM

By Glen A. Miller

Donna L. Brady

Diane S. Domurat

Personally came before me 12 day of January, 2006 the above named Glen A. Miller, to me known to be the person

Charles L. Hasler
Notary Public
My Commission Expires
JUNE 29, 2009

000505 JAN 13 96

COPPER OAKS TAX KEY

LOT 1	2173.001		
LOT 2	2173.002		
LOT 3	2173.003		
LOT 4	2173.004		
LOT 5	2173.005		
LOT 6	2173.006	OUTLOT 1	2173.021
LOT 7	2173.007	OUTLOT 2	2173.022
LOT 8	2173.008	OUTLOT 3	2173.023
LOT 9	2173.009	OUTLOT 4	2173.024
LOT 10	2173.010	OUTLOT 5	2173.025
LOT 11	2173.011		
LOT 12	2173.012		
LOT 13	2173.013		
LOT 14	2173.014		
LOT 15	2173.015		
LOT 16	2173.016		
LOT 17	2173.017		
LOT 18	2173.018		
LOT 19	2173.019		
LOT 20	2173.020		

OUTLOT 6 2173.026 "RETENTION POND"