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MICHAEL J. HASSLINGER
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KENWOOD PLACE SUBDIVISION
DECLARATION OF RESTRICTIONS

Document Number

Document Title

Recording Area

Name and Return Address

R & W Realty Company
W188 S7830 Racine Ave, Suite 400
Muskego, Wisconsin 53150

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MSKC 2180.979 and
MSKC 2180.979.002

LEGAL DESCRIPTION:

Lots 1 through 37 and Outlot 1 in Kenwood Place Subdivision, being a part of the Southeast ¼ of Section 5, Township 5 North , Range 20 East, City of Muskego, County of Waukesha, State of Wisconsin.

DECLARATION OF RESTRICTIONS
KENWOOD PLACE

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned PEGARL L.L.P. , consisting of Wayne G. Salentine and Reno R. Berg, hereinafter known as " DEVELOPER ", and being the owner of property known as KENWOOD PLACE, being a part of the Southeast ¼ of Section 5, Township 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin, does hereby intend to establish a general plan for the use, occupancy and enjoyment of said Development.

THEREFORE, in order to maintain harmony of appearance, protect property values, and develop the lands above described to a residential district of the highest class and character, and for the protection of the buyers of lots in said Subdivision, DEVELOPER does hereby declare and provide that said lands shall be subject to the following restrictions, covenants and conditions.

Kenwood Place is a subdivision consisting of 37 single family lots and 1 outlot. The following two lots will be exempt from these restrictions and will not be allowed a vote on any matters regarding this subdivision. In addition, the lot owners will not be assessed any fees by the homeowners association and will not be members of the homeowners association, except pursuant to paragraph 9 below. The lots are:

A) Lot 1
B) Lot 35.

1) GENERAL PURPOSE: The purpose of this declaration is to insure the best use of and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such use of the surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain a harmonious use of material and color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive dwellings thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property; and thereby to preserve and enhance the value of investments made by purchasers of building sites therein.

2) HOUSE DESIGN & CONSTRUCTION TIME, OFFSETS & SETBACKS:
No lot shall be used for other than single family residential purposes. All structures shall be designed by a person experienced in residential design or a professional engineer or architect. All buildings shall be completed within the allotted time set by the City of Muskego in its ordinances or within the period of one (1) year from the start of construction, whichever period shall be shorter.

The size and heights of the buildings shall be as follows: no dwelling shall exceed two and one-half (2 ½) stories in height. The minimum building area, exclusive of porches, bays, patios, breeze-ways, and similar additions shall not be less than the following schedule:

A) ranch house - 1800 square feet with a 3 car attached garage,
B) ranch house - 2000 square feet with a 2 car attached garage,
C) 2 story house - 2200 square feet with a 3 car attached garage,
D) 2 story house - 2400 square feet with a 2 car attached garage,
E) All split level and / or multi level houses will be reviewed on a case by case basis,
F) no garage shall be smaller than two (2) cars in size or larger in appearance than the equivalent of three (3) garage doors and shall be an integral part of the dwelling,
G) all houses shall have full basements with the exception of split-level or bi-level houses,
H) all houses shall be located within the building footprint as depicted on the construction drawings and stake-out survey,
I) setbacks are front yard of 40 feet, rear yard of 20 feet, and side yards of 15 feet each , except lots 36 and 37 have a 30 foot front yard setback.

3) CONSTRUCTION REQUIREMENTS: No second garage structures will be allowed. No above ground pools will be allowed. The front elevation of the building requires a stone or brick accent in excess of a brick belt that is acceptable to the Architectural Control Committee. Quality siding will be allowed on the front, except for the accent area, and the siding must be uniform in width and design. All roofs must be composition shake shingles. No fences will be allowed, except for inground pools which must be approved by the Architectural Control Committee. All sump pumps are required to be connected to the underground storm water system.

The Architectural Control Committee shall have exclusive jurisdiction to determine whether all the requirements, of these Declaration of Restrictions, will be met by a particular proposed building. Any modification and / or change to the exterior of any residence must be approved by this Committee in writing. The Committee

shall act to discourage the near proximity of houses with similar design and / or colors. Any action by this Committee shall be final and conclusive. This committee shall not, however, unreasonably withhold approval of any proposed building and / or modification.

4) UNSIGHTLY CONDITIONS: No structure of any kind shall be moved onto any lot and no living quarters of a temporary character shall be permitted at any time, it being the intention that only permanent private dwellings and garages shall be permitted. No lot shall be used in whole or in part for the storage of rubbish or building materials of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will omit foul or obnoxious odor; or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

5) UTILITIES & EASEMENTS: All electric, gas, and telephone lines shall be placed underground. The lots subject to these restrictions shall be subject to any easements granted or hereafter to be granted by the undersigned or its successors and assigns to the City of Muskego and easements granted or hereafter to be granted for the erection and maintenance of electric power lines and telephone lines, gas or other utilities upon, under and over portions of any lots. The undersigned does hereby reserve for itself and it successors and assigns and for the benefit of the City of Muskego and public or semi-public utility companies, the easements and right-of-ways for the erection, construction and maintenance of all wires, pipes, and conduits for the transmission of electricity for lighting, telephone and for other purposes, and for the placing of the necessary attachments in connection therewith for public and private sewers, storm water drains, gas mains, water pipes and mains, and other similar services , and for performing any public or quasi-public utility or function which they or the City of Muskego may deem fit and proper for the improvement and benefit of the subject lots. Such easements and right-of-ways shall be confined, so far as possible, with the necessary right to do whatever may be necessary to carry out the purposes for which this easement is created. Maintenance of easements in backyards and maintenance of ditches is the responsibility of the property owner.

6) ARCHITECTURAL CONTROL: In order to maintain harmony in appearance and to protect the owners of the lots in the development, no building or other improvement shall be erected, placed or altered on any building site until the appropriate plans, specifications, landscaping plan, and plot plan showing existing and proposed contour topography, and the location of all existing buildings and other improvements have been approved in writing as to quality, materials, external design, color, location, finish grade elevations and driveways (all in relation to existing and planned buildings and other improvements,

topography and general subdivision development) by the Architectural Control Committee. The decisions of such committee with respect to such matters shall be final and binding upon all parties. The committee shall have the right to refuse to approve any such plan or specifications which in the exclusive judgment of a majority of its members, are not in conformity with these restrictions or are not desirable aesthetically, or for any other reasons. All decisions of the committee on said matters shall be final and binding.

Neither the undersigned nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. The initial Architectural Control Committee shall consist of the undersigned DEVELOPER, its successors and / or assigns. When all the lots, subject to these restrictions, in the development have been sold by the undersigned, or its successors and / or assigns, and when 51% of the building plans have been approved by this committee, the committee shall thereafter consist of three (3) persons, who shall be elected by a majority of the owners of the lots in the development.

7) LANDSCAPE: All landscaping must be completed within one (1) year after the completion of the residence. All dirt / fill from excavations upon any lot which is not used on the premises shall be deposited, if needed, in such places within the development as shall be directed by the undersigned. The undersigned must approve of any dirt / fill leaving the development. Landscaping must include a concrete drive and a sod or seeded lawn. No permanent gravel drive will be permitted. The concrete driveway must be installed within one (1) year from the date the premises are occupied upon completion of construction.

An electric lamp and post, with photo electric cell, and approved by the undersigned, shall be purchased by every lot owner and shall be installed where the driveway meets the roadway, (approximately five (5) feet from the front lot line and five (5) feet from the driveway). These lights shall remain lit from dusk to dawn. All mailboxes must be approved by the undersigned and located within the guidelines established by the U.S. Postal Service. The purchase and installation of the mailbox and lamp post shall be at the lot owner expense.

8) SURFACE WATER DRAINAGE: Each lot owner must strictly adhere to and finish grade his / her lot in accordance with the Master Grading Plan on file in the office of the DEVELOPER and in the office of the City of Muskego Building Department unless a change is approved by the City Engineer and the DEVELOPER. Until such time as all the construction improvements are dedicated to the City of Muskego; the DEVELOPER and / or the City of Muskego and their agents or assigns or employees plus independent contractors shall have the right to

enter upon any lot, at any time, for the purpose of inspection, maintenance, and correction of any drainage condition or problem. In the event, this condition was caused by the lot owner, any costs or expenses incurred shall be the sole responsibility of the lot owner.

9) MAINTENANCE: The DEVELOPER shall, at such time as the DEVELOPER determines in the DEVELOPER'S sole discretion, transfer title to Outlot 1 to the Kenwood Place Homeowners Association, Inc. The Association shall maintain said outlot in an unobstructed condition so as to maintain its intended purpose. Building construction, grading or filling the outlot is strictly prohibited. The Association grants to the City of Muskego, the right (but not the responsibility) to enter upon the outlot, and / or all public or private easements, in order to inspect, repair or restore to their intended purpose. Expenses incurred by the City of Muskego for said inspection, repair or restoration may be placed equally against the tax rolls for all members of said Association and collected as a special assessment by the City of Muskego. Lot 1 and Lot 35 shall be considered members of the Association for purposes of special assessments by the City of Muskego pursuant to this paragraph.

10) HOMEOWNERS ASSOCIATION: The DEVELOPER has established a non-profit organizational structure known as " Kenwood Place Homeowners Association, Inc. " This corporation will be managed by a Board of Directors elected by its members; however, as long as the DEVELOPER owns any land in the subdivision, it shall appoint all members to the Board. Each lot shall be entitled to one (1) vote.

11) PURPOSE OF HOMEOWNERS ASSOCIATION: The purposes are: 1) to care for and maintain the outlot and any vacant and / or unimproved land, lots or building sites within the subdivision and to remove grass, weeds or any other unsightly growths, structures or objects therefrom and to do any other things necessary or desirable in the opinion of the Board of Directors of the Corporation to keep the outlot and any other area in neat and good order; 2) to determine the annual assessments to which each building site shall be subject, to levy and collect such annual assessments as the Board of Directors may deem necessary to carry out the purposes of the Corporation; 3) to do and enforce all things that are necessary or proper to enforce, carryout and fulfill the general intent of the Conditions, Covenants, Restrictions and Easements which are and may hereafter be recorded affecting the land previously described and to make such rules and regulations and do and perform such acts as may be necessary or incidental to the health , comfort, safety or general welfare of the persons residing at the property previously described; and 4) to do any and all things in furtherance of its work and which may be necessary, proper or convenient for the carrying on of the purposes of the Corporation.

In connection with annual assessments for maintenance, they shall be levied by the Corporation on January 1 of each year and a statement for such amount shall mailed to the owner of each lot on or before March 1 of each year. These annual assessments shall be on an equal share basis for each building lot. However, no assessment shall be made as to any lot owned by the DEVELOPER. Cost of maintenance shall include, but not be limited to, real estate taxes, insurance, general maintenance and supervision thereof. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be considered delinquent and the amount due shall bear interest at a rate of twelve percent (12%) per annum and the Corporation may bring an action at law against the lot owner obligated to pay the same and / or file and foreclose a lien against the lot in accordance with Section 779.70 of the Wisconsin Statutes, and there shall be added to the amount of such assessment the costs of filing the lien and / or commencing such legal action, together with interest, disbursements and reasonable attorney's fees.

12) OUTSIDE STORAGE: Outside storage of recreational vehicles, boats, campers, travel trailers, motor homes, and similar vehicles is strictly prohibited. No commercial trucks shall be parked outside of the garage on a regular basis.

13) RESTRICTIONS – DUTY TO DISCLOSE -- COMPLIANCE: These restrictions shall be deemed and construed to run with the land and shall be binding upon all of the respective purchasers of each of the said lots and upon all persons holding or claiming through them. The present buyer, and the successive buyers of said property assume all responsibility for making known the contents of this document to any further prospective buyers in the event of selling said property. Upon violation of any one or more of these restrictions by any person or entity, any lot owner or the developer shall have the right to enforce by any proceeding at law or in equity, all covenants, conditions, and restrictions imposed by the provisions of this Declaration. Failure to enforce any covenant, condition or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. Any lot owner or the developer who brings an action hereunder to enforce these covenants, conditions and restrictions, shall, if successful in prosecuting said action, recover all reasonable costs, expenses and reasonable attorney fees, as determined by the Court. Invalidation of any one of these covenants or conditions or restrictions by judgment or court order shall in no way affect any of the other provisions, each of which shall be construed and deemed severable, and all of which not so validated, shall remain in full force and effect.

14) MODIFICATION OF RESTRICTIONS: These Restrictions may not be changed, modified and / or amended until the Architectural Control Committee has been transferred to the homeowners in accordance with Item 6 of these Restrictions. Thereafter, eighty per cent (80%) of the owners of the lots in the development

must approve any modifications. The DEVELOPER shall not be able to amend these Declaration of Restrictions after City of Muskego approval. Each lot in the development shall be entitled to one (1) vote in determining said consent. These restrictions shall be deemed and construed to run with the land and shall be binding upon the respective owners of each lot and upon all persons holding or claiming under or through them.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 2nd day of February, 2005.

PEGARL L.L.P.
By:

Wayne G. Salentine

Wayne G. Salentine

Reno R. Berg

Reno R. Berg

STATE OF WISCONSIN)
WAUKESHA COUNTY)

PERSONALLY came before me this 2nd day of February 2005, The above named Wayne G. Salentine and Reno R. Berg, known to be personally as the persons who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC
My Commission Expires: 11 permanent

This instrument was drafted by: RENO R. BERG