DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HOMESTEAD PROPERTIES, INC., hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain property in the City of Muskego, Waukesha County, Wisconsin, which is more particularly described as: being a subdivision of part of the North East One-Quarter (NE 1/4) and South-East One-Quarter (SE 1/4) of Section , Township Five (5) North, Range Twenty (20) East, in the City of Muskego, Waukesha County, Wisconsin.

WHEREAS, the purpose of this declaration is to insure the best use and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve, as far as is practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or poorly proportioned structures; to obtain 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 homes thereon with appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequate free spaces 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 values of investments made by purchasers of building sites therein.

WHEREAS, developer has deemed it desirable to the efficient preservation of the values and amenities in said community, to create an agency which should be delegated and assigned the powers of maintaining and administering community property and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, developer has incorporated under the laws of the State of Wisconsin, as a non-profit corporation, LAKE BRITTANY ESTATES HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held transferred, sold, conveyed, and occupied subject to the covenant, restrictions, easements, charges and liens (sometimes referred to "covenants and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the LAKE BRITTANY ESTATES HOMEOWNERS ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties and intended to be devoted to the common use and enjoyment of the owners of the properties, including Outlot 1 and Outlot 3 on the above described plat.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of common properties as heretobefore defined and with the further exception of Outlot 2 as shown on the original plat.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or living unit situated upon the properties but, not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those owners who are owners of the association as provided in Article IV hereof.

(h) "Developer" shall mean and refer to Homestead Properties, Inc., its successors and assigns if such successors and assigns should acquire more than one developed lot from the developer for the purpose of development.

(i) "Class I Lots" shall mean and refer to any lot upon which a single family residential unit has been completed and has either been conveyed to an owner other than the developer or, prior to such conveyance, has been occupied.

(j) "Class II Lots" shall mean and refer to any lot upon which a single family residence unit has not been completed, or if completed has not been either conveyed to an owner other than the developer or, prior to such conveyance, has not been occupied.

ARTICLE II
ADDITIONS TO PROPERTY SUBJECT TO THIS DECLARTION

Section 1. Additions to Existing Property. Additional lands may become subject to this declaration in the following manner:

(a) General Additions. The developer, successors and assigns shall have the right to bring within the scheme of this declaration, additional properties in future stages of the development. Should developer, successors and assigns, subdivide and develop land lying adjacent or contiguous to the lands herein described, land described as Outlot 2 in the plat hereinabove described, or any lands hereinafter brought under this declaration, then, and in the sole discretion of said developer, successors and assigns, persons purchasing such other land shall automatically be members in association and subject to its By-Laws and Articles of Incorporation and this declaration. The additions authorized under this and the succeeding subsection, if made, shall be evidenced by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this declaration of such property.

Such supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this declaration, in no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this declaration within the existing property.

(b) Other Additions. Upon approval in writing of the association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this declaration and to subject it to the jurisdiction of the association, may file of record a supplementary declaration of covenants and restrictions as described in Subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another

surviving or consolidated association, or alternatively, [illegible] rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revokation, change or addition to the covenants established by this declaration within the existing property except as hereinafter provided.

ARTICLE III
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment through the association in and to the common properties which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

(a) The right of the association to charge reasonable admission and other fees for use of any recreational facility or other common facility situated upon the common properties;

(b) The right of the association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment remains unpaid; and for a period not to exceed sixty days for any infraction of its published rules and regulations;

(c) The right of the association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such declaration or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety days in advance of any action taken.

(d) The right of the association to limit or otherwise regulate the number of guests using the common properties;

(e) The right of the association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving common properties and facilities and in aid thereof the mortgage on said property shall be subordinate to the rights of the homeowners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the common properties and facilities to the members of his family, or contract purchaser who reside on the property.

Section 3. Regulation of Uses. The association reserves the right to regulate the use of the recreational facilities and common properties through the establishment of rules and regulations.

Section 4. Title to Common Properties. The developer may retain the legal title to the common properties until such time as it has completed improvements thereon and until such time as, in the opinion of the developer, the association is able to maintain the same, but notwithstanding any provision herein the developer hereby covenants, for itself, its heirs and assigns that it shall convey the common properties to the association free and clear of all liens and encumbrances, not later than December 31, ~~1987~~ PPJ 1978

Section 5. Right of Enjoyment of Tudor Oaks Residents. Residents of Tudor Oaks Retirement Community and Skilled Nursing Facility, owned by Covenant Living Centers, Inc., shall have a right of enjoyment in and to the common properties and use thereof upon payment to the association of an annual fee to be determined by the association, provided, however, that such fee shall not exceed

ARTICLE IV.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. The association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the developer and shall be entitled to three votes for each lot owner. The Class B membership shall cease and be converted to Class A membership upon happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) Five years after date of transfer of title to the first single family residence unit.

ARTICLE V.
COVENANT FOR MAINTENANCE, SPECIAL, AND PROPERTY TAX ASSESSMENTS.

Section 1. Creation of the Lien and Personal Obligation of Assessments. The developer, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or other conveyance, is deemed to covenant and agree to pay to the association: (1) annual maintenance assessments or charges, (2) special assessments for capital improvements, and (3) property tax assessments for real property taxes on the common properties (unless such taxes are included in the individual residents' tax asssessments by the assessing authority). Such assessments shall be established and collected as hereinafter provided. The annual maintenance, special and property tax (common properties) assessments, together with interest, costs and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property upon which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall be the obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for deliquent assessments shall not pass to its successors in title unless expressly assumed by them.

Each deed shall contain the following covenant:

"And the party of the second part (his, her, their) heirs, grantees and assigns further covenants that the property conveyed should be subject to an annual maintenance charge and such amount shall be determined by LAKE BRITTANY ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns, and in addition real property taxes on common areas, if separately assessed, and special assessments, as set forth in Article V of the Declaration, which sums shall be paid monthly, in advance, on the first day of each month, and on each monthly date such charges shall become liens upon the land and so continue until fully paid and the party of the second part does hereby authorize and empower said LAKE BRITTANY ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns, to bring any and all actions or legal proceedings in the name of LAKE BRITTANY ESTATES HOMEOWNERS ASSOCIATION, INC., it successors and assigns, for the obligation of such charges and the enforcement of such liens. Such charges shall be payable to LAKE BRITTANY ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns and shall be devoted exclusively to promote the recreation, health,

safety, and welfare of the owners for the improvement, maintenance and payment of real property taxes of the common properties and for the improvement and maintenance of the units upon the properties."

Section 2. The Purposes of Assessments. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement, maintenance and payment of real property taxes of the common properties if applicable, and for the improvement and maintenance of the homes situated upon the properties if necessary.

Section 3. Maximum Annual Maintenance Assessment. Until January 1 of the year immediately following the convenance of the first lot to an owner, the maximum annual maintenance assessment shall be $ per lot.

(a) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than % above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual maintenance assessment may be increased each year in conformance with the rise, if any, of the consumer price index (published by preceding month of July) without a vote of the membership.

(c) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above that authorized by sub-paragraph (a) and (b) of this section. by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual maintenance assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual maintenance assessments authorized above, the association may levy, in any preceding year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of voters who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty days nor more than sixty days in advance of meeting. At the first such meeting called, the presence of the members or the proxies entitled to cast sixty per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 6. Rate of Annual Maintenance and Special Assessments. Both annual maintenance and special assessments must be fixed at a uniform rate for all Class I lots, and Class II lots, provided, however, that the assessments on all Class II lots shall be fixed at 25% of the amount of the assessments upon all Class I lots.

Section 7. Property Tax Assessment. Unless such taxes are included in the individual residents' tax assessment by the assessing authority, the state and local real property taxes assessed on the common area will be paid through the association through all owners of Class I lots and Class II lots. Each lot will be assessed by the association for an equal pro rata share of the real property taxes on the common area and shall be paid monthly in advance to the association.

Section 8. Date of Commencement of Annual Maintenance Assessments: Due Date. The annual maintenance assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common properties. The first annual maintenance assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual maintenance assessment for each lot at least thirty days in advance of each annual assessment period. Written notice of the annual maintenance assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors, and unless otherwise provided the association shall collect each month from the owner of each lot one-twelfth of the annual maintenance assessment for each lot. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Date of Commencement of Property Tax Assessments. Unless such taxes are included in the individual resident's tax assessment by the assessing authority, the property tax assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common properties. Upon transfer of title to a single family residential unit, the real property taxes shall be adjusted and apportioned. In addition to the adjustment of taxes at the time of transfer of title to a single family residence unit, a purchaser shall deposit in escrow with the homeowner's association a sufficient sum to pay his pro rata share of the next due property taxes on the common properties.

Section 10. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the maximum prevailing rate per annum, and the association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. Each such homeowner, by his exception of a deed to the lot, hereby expressly vests in the LAKE BRITTANY ESTATES HOMEOWNERS ASSOCIATION, INC., or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the association in a like manner as a mortgage or deed of trust lien on a real property and such owner hereby expressly grants to the association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the association and shall be for the benefit of all lot owners. The association, in acting on behalf of the lot owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding non-payment of such defaulting owner's portion of the premium. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. All properties dedicated to and accepted by, a local public authority, and the common properties, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 13. Management Agreements. Each owner of a lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the association. A copy of such agreement shall be available to each owner. Any and all management agreements entered into by the association shall provide that such management agreement may be cancelled prior to its expiration date by an affirmative vote of sixty per cent of the votes of each class of the members of the association who are voting in person or by proxy at a meeting at which a quorum, as defined in Article V Section 5 of this Declaration, is present. In no event shall such management agreement be cancelled prior to the effecting by the association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the association or its Board of Directors to affect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type. Notwithstanding any thing to the contrary the association or its Board of Directors is not bound to enter into a management agreement of any kind whatsoever without an affirmative vote of sixty per cent of the votes of each class of the members of the association who are voting in person or by proxy at a meeting at which a quorum, defined in Article V Section 5 of this declaration, is present.

Section 14. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to obtain insurance for all the buildings, including all single family residential units, unless the owners thereof have supplied proof of adequate coverage to the Board of Directors satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all common properties, and all damage or injury caused by the negligence of the association or any of its agents. Said insurance may include coverage against vandalism, premiums for all such insurance, except on the individual residences, shall be common expenses. All such insurance coverage, including insurance on individual residences obtained by the Board of Directors, shall be written in the name of the association as trustee. Insurance on individual residences obtained by such residence owners may be written in the name of the individual owners. Premiums for insurance obtained by the Board of Directors on individual residences shall not be part of the common expense but shall be an expense of the specific residence or residences so covered and the debt owed by the owners and shall be paid within twenty days after notice of such debt and shall be collectable by any lawful procedure permitted by the laws of the Sate of Wisconsin. In addition, if such debt is not paid within twenty days after notice of such debt, such amount shall automatically become a lien upon such owner's residence and shall continue to be a lien until fully paid. The lien shall be subordinate to the lien of any first mortgageee and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. Any owner may, if he wishes, at his own expense insure his own residence unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his expense to provide as he sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited

in a bank or other financial institution. The accounts of which [illegible] institution are insured by the federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by a signature of at least one-third of the members of the Board of Directors, or an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of repairing and or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged residences in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such residences to make up any deficiency, except that the special assessment shall be levied against all owners, as established by Article V, Section 1, above to make up any deficiency for repair or rebuilding of the common properties. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in the light of damage sustained by such residences. Such payment shall be made to all such owners and mortagees as their interests may appear. In the event of damage or destruction by fire or other casualty to any residence or other property covered by insurance written in the name of an individual owner, such owner shall, with the concurrence of the mortgagee, if any, upon receipt of insurance proceeds, contract to repair or rebuild such damage or destroyed portions of the exterior of the residence in a good workmanlike manner in conformance with the original plans and specifications of such residence. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of a residence area within thirty days, the association, by and through its directors, is hereby irrevocably authorized by such owner to repair and rebuild any such residence in a good and workmanlike manner in conformance with the original plans and specifications of the residences. The owner shall then repay the association in the amount actually expended for such repairs, and the association shall have a lien securing the payment of the same identical to that provided above in this section securing the payment of insurance premiums; and subject to foreclosure as above provided.

The above provisions shall not be construed to require the homeowners association or the Board of Directors to secure a policy of insurance upon any single family residence.

ARTICLE VI
ARCHITECTUAL CONTROL COMMITTEE

Section 1. Establishment of Committee. The Board of Directors of the association shall appoint an architectual committee composed of three members. It shall be the duty of the committee to administer the provisions of this Article VI and such provisions of Article VII as applicable. In the event this declaration requires submission of plans, designs, specifications or any other thing to the architectual control committee for approval and the committee fails to approve or disapprove such design or location within thirty days after submission to it, approval will not be required and this section will be deemed to have been complied with.

Section 2. Review by Committee. In order to maintain harmony and appearance and to protect the owners of the lots on the properties, no building, fence, sign, wall, swimming pool or other structure shall be erected, constructed or maintained upon any lot nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plot plan showing the exact location of such building, garage, fence, wall or other structure, the elevation thereof and the grade of the lot and a sketch or view of such building or structure or changes, shall have been submitted to and approved in writing by

the architectual control committee for such agent as it may hereafter designate. The decision of the architectual control committee with respect to any such matter shall be final and binding on all parties. The architectual committee shall have the right to refuse to approve any such plan or specifications which in its judgment is not in conformity with these restrictions or are not desirable for aesthetic or any other reasons. In passing upon such plans or specifications, the architectual control committee may take into consideration the suitability of the proposed building or other structure, its design, elevation and the materials of which it is to be constructed on the proposed site; the harmony thereof with the surrounding buildings, and the view from the adjacent property. All decisions of the architectual control committee on such matters shall be final. The architectual control committee on such matters shall be final. The architectual control committee shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship.

ARTICLE VII
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the common properties, the association may provide exterior maintenance upon each lot which is subject to assessment under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the association, when establishing the annual assessment against each lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year, but shall, thereafter, make such adjustment with the owner as is necessary to reflect the actual cost thereof.

Section 2. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the association, through its duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any lot at reasonable hours on any day except Sunday.

ARTICLE VIII
LOT USE AND REQUIREMENTS

Section 1. Purposes. Each lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. No lot shall be used for other than a single family residence. The exterior of all structures shall be a combination of frame, brick, or stone, except for authentic early American design salt box home. The use of aluminum for facia, soffits and trim shall acquire approval of the architectual control committee.

Section 2. Size. No dwelling shall exceed two and one-half stories in height. The ground area within the perimeter of the building at grade, exclusive of porches, garages, bays, patios, breezeways and similar additions, shall not be less than the following schedule, to-wit: (a) Not less than 1,800 square feet in the case of a one story building. For one story dwellings the area of any porch up to 100 square feet which is roof and which is built upon a foundation, may be included to arrive at the total area required. (b) Not less than 2,000 square feet total in the case of a dwelling of one and one-half stories. (c) Not less than 2,200 square feet total in the case of a dwelling of two stories and the floor area of the second floor shall not be less than 900 square feet. (d) Split level dwellings shall have minimum of 1,600 square feet on the two upper levels. (e) Bi-level dwellings shall have a minimum of 1,600 square feet on the upper level. (f) For the purpose of

Amendment to Declaration of Restrictions executed by Homestead Properties, Inc., dated October 4, 1977 and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on October 5, 1977 on Reel 265, Image 547, as Document No. 1019064, reciting as follows:

THIS AMENDMENT OF DECLARATION made on the date hereinafter set forth by HOMESTEAD PROPERTIES, INC. constituting all of the lot owners, is made to amend a certain DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS, executed by HOMESTEAD PROPERTIES, INC. on August 25, 1977 and duly recorded in the Office of the Register of Deeds, Waukesha County, on September 13, 1977 as Document No. 1015606.

WITNESSETH:

WHEREAS, the undersigned constitutes all of the owners of lots located in a certain property in the City of Muskego, Waukesha County, Wisconsin, more particularly described as: being a subdivision of part of the North East One-Quarter (NE 1/4) and South East One-Quarter (SE 1/4) of Section 12, Township Five (5) North, Range Twenty (20) East, in the City of Muskego, Waukesha County, Wisconsin, also known as LAKE BRITTANY ESTATES.

WHEREAS, the undersigned unanimously consent and agree to amend the above described DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

NOW, THEREFORE, the undersigned declares that the above described DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS be amended to include the following provision in Article VIII:

Section 14. Set-Backs. No dwelling or other structure shall be built less than thirty-five (35) feet from the front lot line, twenty (20) feet from the rear lot line, or ten (10) feet from the side lot line, except however the required sideyard set-back on street side for a corner lot shall be twenty-percent (20%) of the frontal width.

figuring total area, the architectual control committee in its sole discretion shall determine what constitutes a two-story, a one and one-half, a bi-level and a tri-level dwelling.

Section 3. Design. All dwellings built upon any lot shall meet the following standards for design and specifications: (a) The garage shall be attached to and constructed at the same time as the dwelling forming an integral part of the house and shall be no larger than necessary to accommodate three cars yet large enough for two cars. (b) No building on any lot shall be permitted to have a roof of color other than black, white, gray, off-white, brown, brown blend, or natural wood, except that the architectual control committee in its discretion may grant approvals of other colors harmonious with the aforementioned.

Section 4. Use. The following standards and specifications shall be followed by all owners with regard to the use and design of residences. (a) No trailer, snowmobile, or unsightly car (as determined by the architectual control committee) may be parked on the premises outside the garage. No truck or trucks may be parked on the premises outside the garage other than for the delivery of materials or merchandise, except during construction or remodelling periods. (b) No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing which 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 emit 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 surrounding property. Trash, garbage and other waste shall be kept in sanitary containers which shall be properly screened from view. (c) Except for roof top antenna which extend not more than five feet above the highest point of the roof line of the dwelling, no external television antenna or similar devices shall be erected without the prior approval of the architectual control committee. (d) All electric and telephone lines shall be placed under ground. (e) No motor propelled craft of any kind will be allowed on the lake regardless of its size or energy design.

Section 5. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except two dogs, two cats and other small household pets such as canaries or parakeets, provided they are not kept, bred or maintained for any commercial purposes.

Section 6. Master Grade Plan. The owner of each lot shall maintain existing grade and surface water drainage established in the master grade plan. Lot owners may petition the architectual control committee for variation in the master grade plan. The architectual control committee shall consider such requests for variations and render a decision within thirty days.

Section 7. Completion and Landscaping. All lots shall be subject to the following conditions: (a) All buildings shall be completed within twelve months from the date of commencement of construction. (b) Landscaping shall provide for adequate surface drainage and must include a hard surface asphalt drive, cement or concrete parking stand or turnabout. No permanent gravel drives will be permitted. All seeding and sodding and all hard surface ~~asphalt~~ drives and parking stand and turnabout shall be installed within one year after occupancy of the residence. (c) There shall be installed in the immediate area of the intersection of the curb and driveway at the time of construction of each residence building, one outdoor electric lamp post with photoelectric controls. The design of the lamp post shall be subject to the approval of the architectual control committee. The lamp post shall be maintained by the lot owner in a proper operating manner. If the lamp post is not so maintained, maintenance shall be performed by the LAKE BRITTANY ESTATE HOMEOWNERS ASSOCIATION, INC., created pursuant to this declaration, and the cost of such maintenance shall be an assessment against the lot owner, payable within ten days after the date of assessment.

Section 8. Temporary Structures. No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently,

nor shall any building be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the architectual control committee.

Section 9. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heighth to prevent obstruction of such sight line.

Section 10. Land Near Common Properties. No building shall be placed nor shall any material or refuse be placed or stored on any lot within fifteen feet of the property line of any common property, except that clean fill may be placed near, provided that natural drainage course is not altered or blocked by such fill. No private driveway or vehicular access shall be provided or permitted to the common properties.

Section 11. Garbage Cans, Wood Piles, Etc. All clotheslines, equipment, garbage cans, wood piles, or storage piles shall be confined to garage and patio area and concealed from view of neighboring residences, common areas and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.

Section 12. Discrimination. No action shall at any time be taken by the association or its Board of Directors which in any manner would discriminate against any owner or owners in favor of the other owners.

Section 13. Signs. No advertising signs (except one of not more than three square feet for sale sign per parcel) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said property, nor shall said property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any residence or any resident thereof. No business activities of any kind whatever shall be conducted in any building or on any portion of said property; provided, however, the foregoing covenants shall not apply to the business activity, signs, and billboards, or the construction and maintenance of buildings, if any, of the developer, its agents, and assigns during the construction and sale, and of the LAKE BRITTANY ESTATES HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, incorporated or to be incorporated under the laws of the State of Wisconsin, its successors, and assigns in furtherance of its powers and purposes as hereinafter set forth.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure of the association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, except any violation of the restrictions and covenants herein contained which shall exist for a period of one year without a written protest thereof being received by the owner of the lot involved shall not be considered a violation thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty-five years from the date this declaration is recorded, after which time this shall be automatically extended for successive periods of ten years. This declaration may be amended during the first twenty-five year period by an instrument signed by not less than ninety per cent of the lot owners, and thereafter by an instrument signed by not less than seventy-five per cent of the lot owners. Any amendment must be recorded.

Section 4. Annexation of Additional Property. (a) Annexation of additional property shall require the assent of two-thirds of the Class A members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Class A members not less than thirty days nor more than sixty days in advance of the meeting setting forth purpose of the meeting. The presence of members or proxies entitled to cast sixty per cent of the votes of Class A members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting. In the event that two-thirds of Class A membership are not present in person or by proxy, Class A members not present may give their written consent to the action taken thereafter. (b) Additional land within the area described in the original subdivision plat and further described as Outlot 2 may be annexed by the developer without consent of the members within ten years of the date of this instrument.

Section 5. Notices. Any notice required to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the association at the time of such mailing.

Section 6. Gender and grammar. The singular whenever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the developer herein, has hereunto set his hand and seal this _____ day of _____, 1977.

HOMESTEAD PROPERTIES, INC.

_____

Developer