

FIRST SUPPLEMENTAL AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR  
LAKE FOREST SUBDIVISION

W H E R E A S , LAKE FOREST RESIDENTIAL DEVELOPMENT LIMITED PARTNERSHIP, by LAKE FOREST RESIDENTIAL INC., ITS GENERAL PARTNER duly organized and existing under and by the virtue of the laws of the State of Wisconsin, (herein referred to as "Developer" which term shall also include the duly authorized agent of Developer), executed a Declaration of Restrictions for LAKE FOREST Subdivision ("Declaration") on January 30, 1991 which was recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin, on February 8, 1991, as Document No. 1634411; and

W H E R E A S , the following parcel of real estate LAKE FOREST was subject to the Declaration:

LAKE FOREST, being a subdivision of that part of the Southwest 1/4 and of the Southeast 1/4 section of the Southwest 1/4 of Section 8 the Southwest 1/4 section and the Southeast 1/4 section of the Southeast 1/4 of Section 8 and the Northeast 1/4 Section 17, Town 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin including thereto Outlot 1 of Certified Survey Map No. 2840.

W H E R E A S , Section C of the Declaration permitted future stages of development to be added to the Declaration if such future stages become adjacent to the real estate which is, or becomes subject to that Declaration or any additional supplemental Declaration of LAKE FOREST.

W H E R E A S , Developer is the owner of LAKE FOREST ADD'N NO 1, being a subdivision of Outlot 4 of "LAKE FOREST", a subdivision of record being all that part the Southwest 1/4 and Southeast 1/4 Section of the Southwest 1/4 section of the Southeast 1/4 of Section 8, Township 5 North Range 20 East in the City of Muskego,

Waukesha County, Wisconsin which contains 86 Single Family lots all of which are adjacent to the real estate which is subject to the original Declaration.

**W H E R E A S**, it is the desire of the Developer to bring **LAKE FOREST ADD'N NO.1**, within the original Declaration by executing this document ("First Supplemental Declaration").

NOW, THEREFORE , Developer, intending to establish a general plan for the use, occupancy and enjoyment of **LAKE FOREST ADD'N NO.1** does hereby declare that, for the mutual benefit of present and future owners, **LAKE FOREST** and **LAKE FOREST ADD'N NO.1** shall be subject to the following restrictions:

A. BUILDING RESTRICTIONS (LAKE FOREST AND LAKE FOREST ADD'N NO.1, Single family lots)

1. All single family lots in **LAKE FOREST & LAKE FOREST ADD'N NO.1** are restricted to the erection of one story, story and one-half or split level single family residence building and attached garage.
2. The minimum size of a one story home shall be 1700 square feet on the first floor.
3. A story and one-half home shall have a minimum of 1200 square feet of the first floor.
4. A two story home shall have a minimum of 1100 square feet on the first floor with a total of 2200 square feet .
5. A split level or bi-level home shall have a minimum of 1800 square on the upper two levels.
6. The garage must be attached to the home directly or by breezeway, or built in the basement of the home and must be constructed with the home. The maximum size of a garage shall be 900 square feet.
7. The house and attached garage must be completed within one year from the start of construction.
8. Only one residence may be erected on a lot.
9. The minimum setback from any abutting street right -of-way is 40 feet. Sideyard offsets shall be a minimum of 15 feet. Rear

Yard setbacks shall be 20 feet.

10. There shall be no outside storage of boats, trailers, campers, or other vehicles or items deemed to be unsightly by the Developer.

11. There shall be no above ground swimming pool in **LAKE FOREST OR LAKE FOREST ADD'N NO.1.**

12. All driveways shall be paved within one year of occupancy of the home in **LAKE FOREST AND LAKE FOREST ADD'N NO.1.**

13. All building plans and the exterior design of each dwelling unit to be constructed in **LAKE FOREST AND LAKE FOREST ADD'N NO.1,** must be approved by Developer in writing prior to application for a building permit. In addition, basic site features such as fences, garden structures, satellite dishes, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect with **LAKE FOREST AND LAKE FOREST ADD'N NO.1** subject to the prior written approval of the Developer.

14. There shall be installed in a location designated by the Developer at the time of construction of a residence building on a lot, one outdoor electric lamppost with photo-electric controls. The design of the lamppost shall be subject to the approval of the Developer. The lamppost shall be maintained by the lot owner in a proper operating manner. If the lamppost is not maintained, maintenance shall be performed by the **LAKE FOREST HOME OWNER'S ASSOCIATION,** created pursuant to Section B, below, and the cost of such maintenance shall be an assessment against the lot owner, payable within ten (10) days after the date of assessment.

**B. OWNERS ASSOCIATION**

1. An unincorporated association (herein referred to as the "Association") of the owners of lands in **LAKE FOREST AND LAKE FOREST ADD'N NO.1** and all future stages of development as provided in Section C, below (herein referred to individually as "Owner" and collectively as "Owner" and collectively as "Owners"), is hereby created for purposes of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth

herein for the common benefit of the Owners. The Owners of Lots 1 thru 59 in **LAKE FOREST**, and the owners of Lots 60 thru 145 in **LAKE FOREST ADD'N NO. 1** shall have a 1/145th interest in outlots 2 and 3 in **LAKE FOREST** and **OUTLOT IN LAKE FOREST ADD'N NO.1**. In the event the City of Muskego, or the County of Waukesha becomes an owner of any lot through tax delinquency process, the City and the county shall not be liable for any homeowner's fees nor any special assessment against said lots. the Association shall be known as "**LAKE FOREST HOMEOWNERS ASSOCIATION**".

2. The term "Common Area: shall include the following areas which are generally identified on the attached Exhibit"A", plus any additional common areas which may be added in accordance with Paragraph b and c below. Any portion of the Common Area with a public street right-of-way may only be improved with the consent of the appropriate public authorities.

(a) Outlots 2 and 3 in **LAKE FOREST AND OUTLOT 7 IN LAKE FOREST ADD'N NO.1**

(b) All landscaped boulevards contained within the dedicated streets in **LAKE FOREST AND LAKE FOREST ADD'N NO. 1**

(c) The area of easements over the portions of the adjacent multi-family development known as **OVERLOOK BAY APARTMENTS** for the purpose of removing sediment build-up and maintenance with Sediment Basin #1 and Sediment Basin #2 as identified on the attached Exhibit "B". The sediment shall be removed by **LAKE FOREST HOMEOWNER'S ASSOCIATION** when sediment deposits reach an elevation within 2 feet of the invert elevation of the riser contained within the respective sediment basin.

3. The Association shall be governed by three-member Committee here-in-after referred to as the "Committee", which shall be solely responsible for the activated of the Association. The initial members of the Committee shall be Robert A. Patch, William A. Patch and William W. Carity.

4. To qualify as a member of the committee, a person must be either an owner or a duly designated officer or representative of an Owner.

5. So long as fifty percent (50%) or more of the single family lots in **LAKE FOREST AND LAKE FOREST ADD'N NO.1**, are owed by developer, all three (3) members of the Committee shall be appointed by developer. So long as twenty per cent (20%) or more but less than fifty (50%) of the single family lots in **LAKE FOREST AND LAKE FOREST ADD'N NO.1** are owned by Developer, two (2) members of the Committee shall be appointed by developer and one (1) member shall be elected as provided herein. So long as five percent (5%) or more, but less than twenty (20%) of the single family lots in **LAKE FOREST AND LAKE FOREST ADD'N NO.1** are owned by Developer, two (2) members shall be elected as provided herein. If less than five (5%) of the single family lots in **LAKE FOREST AND LAKE FOREST ADD'N NO.1** are owned by Developer, all of the members of the Committee shall be elected as provided herein. The provisions of this paragraph shall also apply to any future stages of Development in accordance with Section C, below and the lots contained therein shall not be considered in determining the above percentages.

6. Each Owner shall be entitled to vote in person or by proxy in election for selecting members of the Committee. Owners of single family lots shall have one (1) vote for each lot owned.

7. The term of office of the initial members of the Committee shall commence upon execution hereof and shall continue until December 31, 1991. Thereafter, the term of office of members of the Committee shall be for one (1) calendar year. If any member of the Committee shall die, resign, be unable to act or cease to be qualified, then there shall be a special election, (or appointment by Developer, if applicable, pursuant to the terms of Paragraph B,5, above).

8. All meetings of the Committee shall be opened to Owners and held upon not less than three (3) days prior written notice to all of the Owners. Two (2) members of the committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

9. The Committee shall have the following duties:

(a) Provide for the maintenance of improvements in the Common

Area.

(b) Establish dates and procedures for the elections of members of the Committee.

(c) Promulgate operating procedures for the conduct of the Association and committee's affairs.

(d) Enforcement of the provisions of this Section B.

10. The Committee shall have the following powers:

(a) Cause the common Area to be maintained, repaired, landscaped and kept in good, clean and attractive condition.

(b) Enter into contracts and to employ agents, attorneys or other for purposes of discharging its duties and responsibilities hereunder.

(c) Levy and collect assessments in accordance with the provisions of Paragraph 11, below.

11. The Committee shall levy and collect assessments in accordance with the following:

(a) The Owner of each single family lot shall be subject to a general annual charge or assessment for the purpose of defraying the costs of maintaining and administering the common Area. Such annual assessment shall be a prorata share (one (1) share per lot for each single family lot) of the costs incurred or anticipated to be incurred by the Association in performing its duties. Said costs shall include, but not be limited to payment of taxes, insurance, repair, replacement and additions to the improvements made to the Common Area, the cost of labor, equipment, materials, management and supervision thereof, and all costs of the Association reasonable incurred in conducting its affairs and enforcing the provisions of this Section B.

(b) Assessments must be approved at a duly convened meeting of the Committee.

(c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by certified mail addressed to the last known address of such Owner.

(d) Assessments shall become due and payable thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

(e) Assessments not paid when due shall bear interest at the rate of twelve (12%) per annum until paid, and such unpaid assessments and the interest hereon shall constitute a continuing lien against the real estate which it was assessed and interest thereon shall also be the personal obligation of the Owner of the real estate against which the assessment was made.

(f) The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice or a lien for any such unpaid assessment and upon payment or satisfaction of the amount due, record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.

(g) Upon application by an Owner, any member of the Committee, without calling a meeting of the committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

(h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on a real property.

12. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgement or negligence by

the member or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expense, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

13. Failure of the Association or the Committee to enforce any provisions contained in this Section B, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

14. If the Committee shall fail to discharge its duties under this Section B within sixty (60) days of written demand by the City, the City may discharge the duties of the Committee. The costs of the City incurred in connection therewith shall be charges to the Owners of the properties affected by such actions of the City by adding to each Owner's real estate tax statement incurring a charge equal to such Owner's pro rata share (the same as such Owner's share of annual assessments as provided in sub-paragraph B11 (a) (above) of such costs.

C. **FUTURE STAGES OF DEVELOPMENT OF LAKE FOREST AND LAKE FOREST ADD'N NO. 1**

The Developer, its successors and assigns shall have the right to bring within this Declaration future stages of the Development of **LAKE FOREST, AND LAKE FOREST ADD'N NO. 1** provided such future stages are to become adjacent to the real estate which is or becomes subject to this Declaration or any additional supplemental declaration. The future stages added to this Declaration authorized under this sub-section shall be added by recording a supplemental declaration of restrictions with respect to the future stages which shall extend the provisions of this Declaration to such future stages. Except with respect to increasing the number of Owners and adding to the Common Area, such supplemental declaration shall not revoke, modify or add to the covenants established by this Declaration affecting **LAKE FOREST AND LAKE FOREST ADD'N NO. 1** provided such future stages are to become

adjacent to the real estate which is or becomes subject to this Declaration or any additional supplemental declaration. The future stages added to this Declaration authorized under this sub-section shall be added by recording a supplemental declaration of restrictions with respect to the future stages which shall extend the provisions of this Declaration to such future stages. Except with respect to increasing the number of Owners and adding to the Common Area, such supplemental declaration shall not revoke, modify or add to the covenants established by this Declaration affecting LAKE FOREST ADD'N NO 1.

D. AMENDMENT PROVISIONS

Any of the provisions of this Declaration maybe annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least sixty (60%) percent of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the City, and (ii) the Developer so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the Office of the Register of Deeds for Waukesha County, Wisconsin.

E. DURATION OF RESTRICTIONS

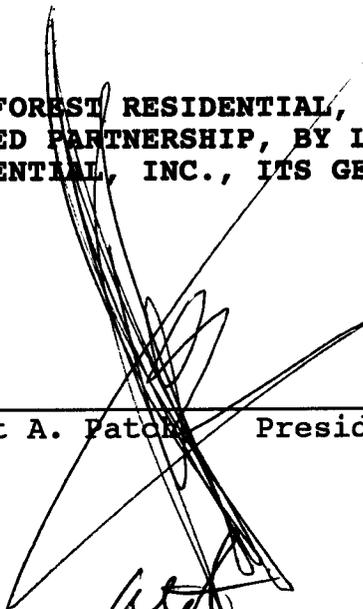
These restrictions shall be in force perpetually and shall be deemed to run with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner and, to the extent permitted by Paragraph B 14, above, the City.

**I N W I T N E S S W H E R E O F,**

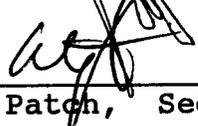
The undersigned, being a duly authorized officers of **LAKE FOREST RESIDENTIAL DEVELOPMENT LIMITED PARTNERSHIP, INC.** by **LAKE FOREST RESIDENTIAL, INC., ITS GENERAL PARTNER**, has executed this First Supplemental Amended and Restated Declaration for **LAKE FOREST ADD'N NO. 1.** this **23** day of **OCT**, 1991.

**LAKE FOREST RESIDENTIAL, DEVELOPMENT LIMITED PARTNERSHIP, BY LAKE FOREST RESIDENTIAL, INC., ITS GENERAL PARTNER**

By:

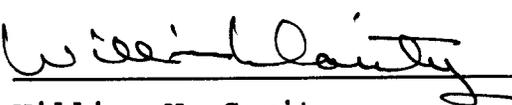
  
\_\_\_\_\_  
Robert A. Patch, President

By:

  
\_\_\_\_\_  
William A. Patch, Secretary

STATE OF WISCONSIN )  
                          ) s.s.  
COUNTY OF WAUKESHA )

Personally came before me this day of the above - named **ROBERT A. PATCH**, and **WILLIAM A. PATCH** to me known to be the persons who executed the foregoing instrument and acknowledge the same.

  
\_\_\_\_\_  
William W. Carity  
Waukesha County, WI  
My commission expires: November 28, 1993

**DECLARATION OF RESTRICTIONS  
FOR  
LAKE FOREST SUBDIVISION**

**KNOW ALL PERSONS BY THESE PRESENTS;** that **LAKE FOREST RESIDENTIAL DEVELOPMENT LIMITED PARTNERSHIP**, by **LAKE FOREST RESIDENTIAL INC.**, Its General Partner duly organized and existing under and by the virtue of the laws of the State of Wisconsin, (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer) Developer is the owner of the premises described as follows (herein referred to as "**LAKE FOREST**")

**LAKE FOREST**, being a subdivision of that part of the Southwest 1/4 and the Southeast 1/4 section of the Southwest 1/4 of Section 8 the Southwest 1/4 section and the Southeast 1/4 section of the Southeast 1/4 of Section 8 and the Northwest 1/4 section and the Northeast 1/4 section of the Northeast 1/4 Section 17, Town 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin including thereto Outlot 1 of Certified Survey Map No. 2840.

Developer, intending to establish a general plan for the use, occupancy and enjoyment of **LAKE FOREST** does hereby declare that, for the mutual benefit of present and future owners, **LAKE FOREST** shall be subject to the following restrictions:

**A. BUILDING RESTRICTIONS (Lake Forest Single Family Lots)**

1. All single family lots in **LAKE FOREST** are restricted to the erection of one story, story and one-half, two story or split level one family residence building and attached garage.
2. The minimum size of a one story home shall be 1700 square feet on the first floor.

3. A story and one-half home shall have a minimum of 1200 square feet on the first floor.
4. A two story home shall have a minimum of 1100 square feet on the first floor with a total of 2200 square feet.
5. A split level or bi-level home shall a minimum of 1800 square feet on the upper two levels.
6. The garage must be attached to the home directly or by breezeway, or built in the basement of the home and must be constructed with the home. The maximum size of a garage shall be 900 square feet.
7. The house and attached garage must be completed within one year from the start of construction.
8. Only one residence may be erected on a lot.
9. The minimum setback from any abutting street right-of-way is 40 ft. Side yard offsets shall be a minimum of 15 feet. Rear yard setbacks shall be ~~40~~<sup>20</sup> feet. CORRECTION AS PER BOB PATCH 3-27-91
10. There shall be no outside storage of boats, trailers, campers, or other vehicles or items deemed to be unsightly by the Developer.
11. There shall be no above ground swimming pool in LAKE FOREST.
12. All driveways shall be paved within one year of occupancy of the home in LAKE FOREST.

13. All building plans and the exterior design of each dwelling unit to be constructed in LAKE FOREST must be approved by Developer in writing prior to application for a building permit. In addition, basic site features such as fences, garden structures, satellite dishes, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect within LAKE FOREST are subject to the prior written approval of the Developer.

14. There shall be installed in a location designated by the Developer at the time of construction of a residence building on a lot, one outdoor electric lamppost with photoelectric controls. The design of the lamppost shall be subject to the approval of the Developer. The lamppost shall be maintained by the lot owner in a proper operating manner. If the lamppost is not maintained, maintenance shall be performed by the LAKE FOREST HOME OWNER'S ASSOCIATION, created pursuant to Section B, below, and the cost of such maintenance shall be an assessment against the lot owner, payable within ten (10) days after the date of assessment.

B. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the owners of lands in LAKE FOREST and all futures stages of development as provided in Section C, below (herein referred to individually as "Owner" and collectively as "Owner" and collectively as "Owners"), is hereby created for purpose of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. The owners of Lots 1 thru 59 in LAKE FOREST shall have a 1/59th interest in Outlots 2 and 3. In the event the County of Waukesha becomes an owner of any lot through tax delinquency process, the county shall not be liable for any homeowner's fees nor any special assessment against said lots. The Association shall be known as "LAKE FOREST HOMEOWNERS ASSOCIATION".

2. The term "Common Area" shall include the following areas which are generally identified on the attached Exhibit " A", plus any additional common areas which may be added in accordance with Paragraph b and c below. Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the appropriate public authorities.

(a) Outlots 2 and 3 in LAKE FOREST.

(b) All landscaped boulevards contained within the dedicated streets in LAKE FOREST.

(c) The area of easements over the portions of the adjacent multi-family development known as OVERLOOK BAY APARTMENTS for the purpose of removing sediment build-up and maintenance within Sediment Basin #1 and Sediment Basin #2 as identified on the attached Exhibit "B". The sediment shall be removed by LAKE FOREST HOMEOWNER'S ASSOCIATION when sediment deposits reach an elevation within 2 feet of the invert elevation of the riser contained within the respective sediment basin.

3. The Association shall be governed by three-member Committee here-in-after referred to as the "Committee", which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Robert A. Patch, William A. Patch and William W. Carity.

4. To qualify as a member of the Committee, a person must be either an owner or a duly designated officer or representative of an Owner.

5. So long as fifty percent (50%) or more of the single family lots in LAKE FOREST are owned by Developer, all three (3) members of the Committee shall be appointed by Developer. So long as twenty percent (20%) or more but less than fifty (50%) of the single family lots in LAKE FOREST are owned by Developer, two (2) members of the Committee shall be appointed by Developer and one (1) member shall be elected as provided herein. So long as five percent (5%) or more, but less than twenty percent (20%) of the single family lots in LAKE FOREST are owned by Developer, two (2) members shall be elected as provided herein.

*If less than five percent (5%) of the single family lots in LAKE FOREST are owned by Developer, all of the members of the Committee shall be elected as provided therein. The provisions of this paragraph shall also apply to any future stages of Development in accordance with Section C, below and the lots contained therein shall not be considered in determining the above percentages.*

*6. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners of single family lots shall have one (1) vote for each lot owned.*

*7. The Term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until December 31, 1991. Thereafter, the term of office of members of the Committee shall be for one (1) calendar year. If any member of the Committee shall die, resign, be unable to act or cease to be qualified, then there shall be a special election, (or appoint by Developer, if applicable, pursuant to the terms of Paragraph B 5, above).*

*8. All meetings of the Committee shall be opened to Owners and held upon not less than three (3) days prior written notice to all of the Owners. Two (2) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.*

*9. The Committee shall have the following duties:*

- (a) Provide for the maintenance of improvements in the Common Area.*
- (b) Establish dates and procedures for the elections of members of the Committee.*
- (c) Promulgate operating procedures for the conduct of the Association and Committee's affairs.*
- (d) Enforcement of the provisions of this Section B.*

10. *The Committee shall have the following powers:*

- (a) Cause the Common Area to be maintained, repaired, landscaped and kept in good, clean and attractive condition.*
- (b) Enter into contracts and to employ agents, attorneys or other for purposes of discharging and its duties and responsibilities hereunder.*
- (c) Levy and collect assessments in accordance with the provisions of Paragraph 11, below.*

11. *The Committee shall levy and collect assessments in accordance with the following:*

- (a) The Owner of each single family lot shall be subject to a general annual charge or assessment for the purpose of defraying the costs of maintaining and administering the Common Area. Such annual assessment shall be a prorata share (one (1) share per lot for single family lot) of the costs incurred or anticipated to be incurred by the Association in performing its duties. Said costs shall include, but not be limited to payment of taxes, insurance, repair, replacement and additions to the improvements made to the Common Area, the cost of labor, equipment, materials, management and supervision thereof, and all costs of the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section B.*
- (b) Assessments must be approved at a duly convened meeting of the Committee.*
- (c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by certified mail addressed to the last known address of such Owner.*
- (d) Assessments shall become due and payable thirty (30) days after the mailing or personal delivery of the notice, as the case may be.*
- (e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid, and such unpaid assessment and the interest thereon shall constitute a continuing*

lien against the real estate against which it was assessed and interest thereon shall also be the personal obligation of the Owner of the real estate against which the assessment was made.

(f) The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due, record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.

(g) Upon application by an Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

(h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

12. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgement or negligence by the member or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expense, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

13. Failure of the Association or the Committee to enforce any provisions contained in this Section B, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

14. If the Committee shall fail to discharge its duties under this Section B within sixty (60) days of written demand by the City, the City may discharge the duties of the Committee. The costs of the City incurred in connection therewith shall be charges to the Owners of the properties affected by such actions of the City by adding to each Owner's real estate tax statement incurring a charge equal to such Owner's pro rate share (the same as such Owner's share of annual assessments as provided in sub-paragraph B 11 (a) (above) of such costs.

C. FUTURE STAGES OF DEVELOPMENT OF LAKE FOREST

The Developer, its successors and assigns shall have the right to bring within this Declaration future stages of the Development of LAKE FOREST, provided such future stages are to become adjacent to the real estate which is or becomes subject to this Declaration or any additional supplemental declaration. The future stages added to this Declaration authorized under this sub-section shall be added by recording a supplemental declaration of restrictions with respect to the future stages which shall extend the provisions of this Declaration to such future stages. Except with respect to increasing the number of Owners and adding to the Common Area, such supplemental declaration shall not revoke, modify or add to the covenants established by this Declaration affecting LAKE FOREST.

**D. AMENDMENT PROVISIONS**

Any of the provisions of this Declaration maybe annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the City, and (ii) the Developer so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

**E. DURATION OF RESTRICTIONS**

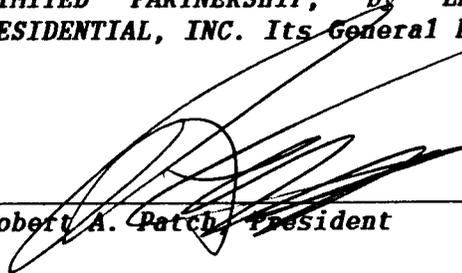
These restrictions shall be in force perpetually and shall be deemed to run with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner and, to the extent permitted by Paragraph B 14, above, the City.

IN WITNESS WHEREOF,

The undersigned, being a duly authorized officers of LAKE FOREST RESIDENTIAL DEVELOPMENT LIMITED PARTNERSHIP, INC. by LAKE FOREST RESIDENTIAL, INC. Its General Partner, has executed this Declaration of Restrictions this 30<sup>th</sup> day of JANUARY, 1991.

LAKE FOREST RESIDENTIAL, DEVELOPMENT LIMITED PARTNERSHIP, by LAKE FOREST RESIDENTIAL, INC. Its General Partner

By:

  
Robert A. Patch, President

By:

  
William A. Patch, Secretary

STATE OF WISCONSIN )  
                          ) SS.  
COUNTY OF WAUKESHA)

Personally came before me this 30<sup>th</sup> day of JANUARY 1991 the above-named ROBERT A. PATCH, and William A. Patch to me known to be the persons who executed the foregoing instrument and acknowledge the same.

  
William W. Carity

Waukesha County, WI

My Commission expires : 11-28-93





EXHIBIT "B"

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

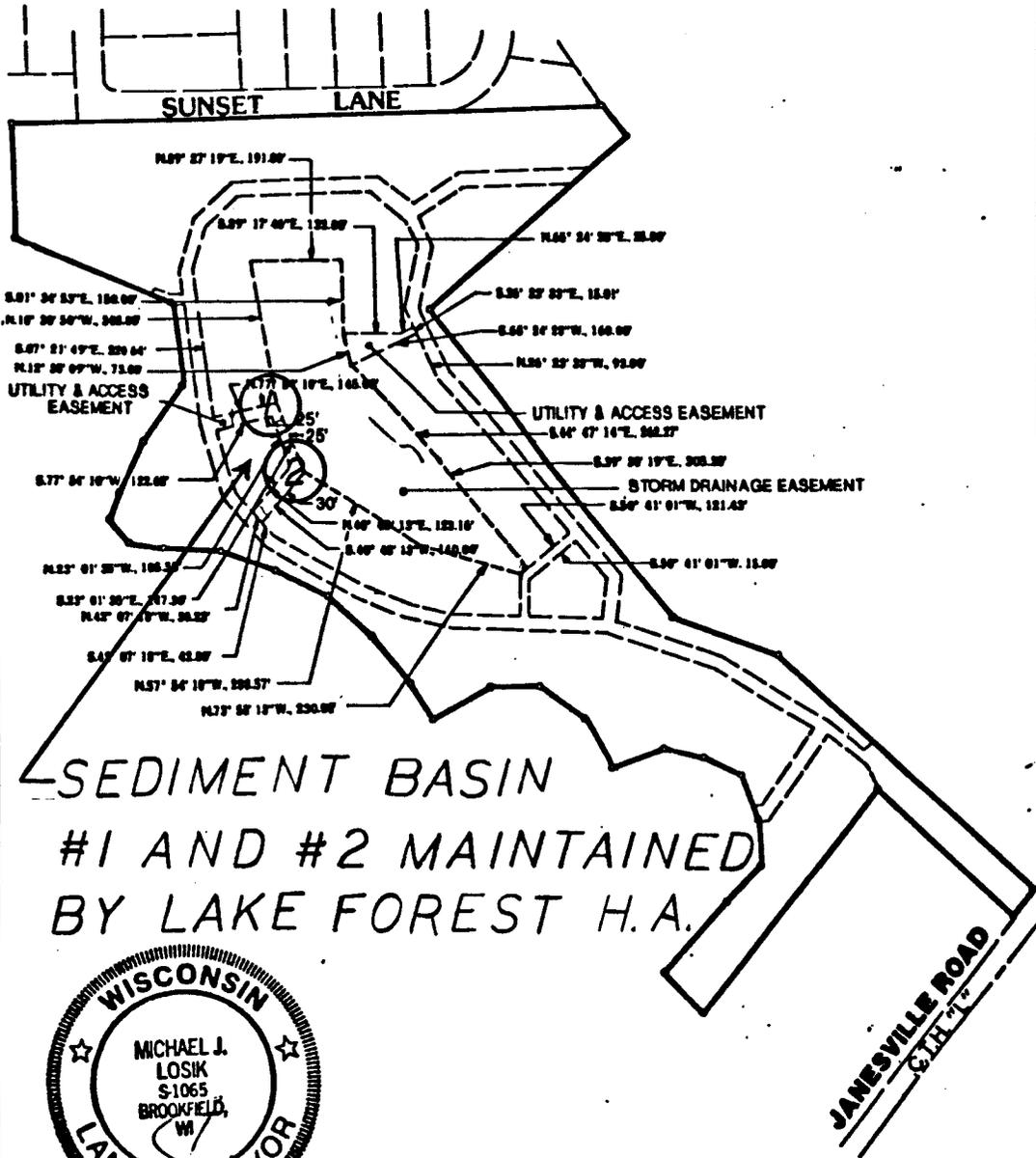
BEING A DIVISION OF THAT PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 AND THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 17, TOWN 5 NORTH, RANGE 20 EAST, IN THE CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN.



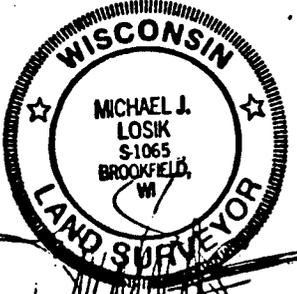
SCALE: 1" = 300'



NORTH



SEDIMENT BASIN  
#1 AND #2 MAINTAINED  
BY LAKE FOREST H.A.



Dated this 27th day of July, 1990

Sheet 3 of 7

THIS INSTRUMENT WAS DRAFTED BY MICHAEL J. LOSIK, S-1065

JOB NO. 90-06

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