

Date: Amendment to restrictions
July 1981 - Re: floor area (attached)

Recorded 4/79

DECLARATION OF RESTRICTIONS
FOR
LAKE MEADOWS

THIS DECLARATION, made this 24TH day of APRIL,
1979, by STANLEY J. POTRYKUS, (the "Developer");

W I T N E S S E T H :

WHEREAS, the Developer now owns certain lands in the City of Muskego (the "City"), hereinafter legally described, which has been platted as "LAKE MEADOWS" (the "Subdivision"), consisting of 206 residential lots and 1 outlot which is to be dedicated to the City as a public park; and Developer desires to subject the Subdivision, excluding only the outlot to be dedicated as a public park, to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

Definition of Terms. "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping group, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption or marriage. "Association" shall mean Lake Meadows Homes Association, Inc., a nonstock Wisconsin corporation, or its corporate successor. "Architectural Control Committee" shall mean the committee referred to in Article III hereof,

or its designated representative. "Lot" shall mean a lot in the Subdivision platted for residential development. "Outlot" shall mean a parcel designated as an outlot on the Subdivision plat, which, by reason of such designation, is not platted as a building site. "Unit" shall mean that portion of a building to be occupied by a single family. "Dwelling" shall mean a building which contains one or more Units.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The following property shall be subject to this Declaration:

Lake Meadows, being a Subdivision of a part of the Northeast One-quarter (1/4) and the Southeast One-quarter (1/4) of Section Thirty-one (31), Township Five (5) North, Range Twenty (20) East, in the City of Muskego, Waukesha County, Wisconsin, excepting only Outlot One (1) which is to be dedicated to the City of Muskego as a public park, all according to the Final Plat thereof recorded in the Office of the Register of Deeds, Waukesha County, Wisconsin, on _____, 1979.

ARTICLE II

USE OF LOTS AND SIMILAR MATTERS

2.1 General Purpose. The general purpose of this Declaration is to help assure that the Subdivision and the adjacent property will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of the Subdivision and recreational areas within its vicinity, to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of 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 harmonious use of material and color schemes; to insure the highest and best residential development of said material and property consistent with the purposes for which it is platted; to encourage and secure the erection of attractive residential structures thereon, with appropriate locations thereof on building sites; to prevent haphazard and nonharmonious improvement of building sites; and to secure and maintain proper spatial relationship of structures to other structures and lot lines.

2.2. Use of Lots. No lot within the subdivision shall be used except for single family residential purposes, and no building shall be erected, altered, placed, or permitted to remain on any such lot other than one detached, single family dwelling, not exceeding two and one-half stories in height and attached private garage for at least two but not more than three cars, and other outbuildings incidental to residential use of the premises. Notwithstanding the foregoing, (i) the dwelling existing on Lot 24 of the Subdivision as of the date hereof shall not be deemed to violate the foregoing provision, provided that in the event the same shall be damaged or destroyed to an extent of fifty (50%) percent or more of the assessed valuation thereof as of the date hereof, then such lot shall be used only in accordance with the foregoing provision, and (ii) the initial Architectural Control Committee may, in unusual circumstances, approve in writing

variations of the foregoing requirements with respect to garages. The minimum living area of each single family dwelling shall be either:

a. One story dwelling, no less than 1,400 square feet on the first floor.

b. One and one-half or two story dwelling, no less than 1,000 square feet on the first floor, and not less than 1,600 feet in total.

c. Tri-level dwelling, no less than 1,400 square feet on the upper two levels.

Each such dwelling either shall be provided with a basement of no less than 300 square feet, or the above stated otherwise applicable minimum living area for such dwelling shall be increased by no less than 200 square feet. The Architectural Control Committee shall have exclusive right to determine whether such area requirements will be met by any proposed dwelling. Any such action by said committee shall be final and conclusive.

2.3 Architectural Control. All structures shall be designed by a registered architect, a professional engineer experienced in home design, or an equally qualified individual or firm. No building, wall, fence or other structure shall be erected, placed, or altered on any lot until the building plans, specifications, and plot plan showing the location thereof have been approved in writing by the Architectural Control Committee as to quality, materials, harmony of external design and colors with existing and planned

structures, as to location with respect to topography, setbacks, finish grade elevations, driveways and planting, and as to compliance with all applicable restrictions contained in this Declaration.

2.4 Building Location. No building or structure, excluding eaves, steps, open porches, overhangs, patios or other appurtenances not built on a foundation or frost footing, and no garage shall be located on any lot nearer to the front lot line than 35 feet or nearer to a side street line than 35 feet, or nearer to the side line of an adjoining lot than 10 feet or nearer to a rear lot line than 30 feet; except, the rear yard setback for outbuildings incidental to residential use of the premises only may not be less than 10 feet. The appurtenances which are excluded from the setback requirements of the preceding sentence shall be located so as to avoid encroachment upon any other lot. To the extent that such appurtenances are located outside of the building setback lines, the Architectural Control Committee shall determine the extent, if any, to which they shall be set back from lot lines. For the purposes of this paragraph, each corner lot shall be deemed to have one rear lot line and one side lot line, as determined by the Architectural Control Committee.

2.5 Auto Parking, Garages, Driveways, Etc. Provision shall be made on each lot for the erection of a garage for the on-site storage of not less than two and no more than three automobiles for the dwelling to be built upon that lot, which garage

shall be constructed and completed at the time the dwelling on such lot is constructed and completed. The garage shall be (i) attached to the dwelling, or (ii) connected to the dwelling by a breezeway, or (iii) incorporated into the basement of the dwelling. The garage shall be located within the building setback lines as defined under 2.4 of this Declaration of Restrictions and shall harmonize with residence structures as to design, materials, and finished floor elevations, and no semi-detached or detached garages or any carports shall be permitted. No boat, trailer, bus, motorized camper, or recreational vehicle may be parked on any such lot outside of a garage, and no truck or trucks may be parked on any such lot outside of a garage other than for delivery of material or merchandise or except during construction or remodeling of the dwelling.

2.6 Preservation of Trees. No existing tree with a diameter of two (2) inches or more at a height of four (4) feet from the ground, beyond three (3) feet from the approved dwelling location, shall without approval of the Architectural Control Committee be cut down, destroyed, mutilated, moved or disfigured; and all existing trees shall be protected during construction and preserved by wells or islands, and proper grading.

2.7 Tree Planting. All building plans submitted shall include a lot landscape layout which shall be subject to the approval of the Architectural Control Committee. Such landscape layout shall include, as a minimum, two 2-inch diameter good quality shade trees, (the diameter thereof to be measured 12 inches from the root system), such trees to be planted not later than two (2) years after commence-

ment of construction. One such tree shall be planted in the area between the front lot line and the front building setback line, and the second such tree shall be planted in the area between the front lot line and the street curb line but not further than 5 feet from the front lot line, in order that a pleasing, park-like appearance shall ultimately be accomplished in the Subdivision and to avoid a uniform line of planting.

2.8 Ground Fill on Building Sites. Where fill is necessary on a lot to obtain the proper topography and finished ground elevation it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building. Any excess excavation earth shall be removed from the lot and deposited within the City of Muskego where directed and approved by the Architectural Control Committee.

2.9 Easements and Surface Drainage. In addition to any easements shown on the recorded plat, there is hereby reserved, for utility purposes and for ground water surface drainage, an easement ten (10) feet in width extending along the rear ten (10) feet of each lot. The rear ten (10) feet of each lot shall be graded and maintained so as to permit the unobstructed flow of surface water along the vicinity of the rear of the lots to logical points of discharge into any water courses; provided, however, where topography does not permit a drainage swale within the rear ten (10) foot easement, the easement and drainage shall be located as indicated on the master grading or site plan. Surface water drainage

swales shall be created and maintained along all side lot lines to prevent drainage flow toward adjacent buildings.

Swales to carry surface water along common rear and side lot lines shall be mutually shared by adjacent property owners. The center line of the swale shall be on the common lot line unless a variance is required by the master grading or site plan or is granted or required in writing by the Architectural Control Committee. The location of the proper course and method of drainage swales to provide for all surface drainage on each lot shall be determined by the Architectural Control Committee, on the basis of and substantially consistent with the approved master grading or site plan.

2.10 Lot Grade. The Plat or Survey of each lot shall show the existing and approved final grade at all lot corners, and the existing and approved final grade at the dwelling. All grading shall be properly sloped, installed, and maintained, to the indicated elevation shown on the approved master grading or site plan. Any acceptable variance from the proposed grades shall be valid only when approved in writing by the Architectural Control Committee.

2.11 Sight Distances at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the inter-

section of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Notwithstanding the provisions of Section 2, no trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines, all as approved by the Architectural Control Committee.

2.12 Nuisances. No noxious odors shall be permitted to escape from any unit, dwelling, or lot, and no activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot.

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

2.14 Signs. No sign of any kind shall be displayed to the public view on any lot except a nameplate one (1) square foot in area or less and except one (1) sign of not more than eight (8) square feet advertising the property "For Sale or Rental". On a corner lot, two (2) such "For Sale or Rental" signs, one facing each street, shall be permitted. No other sign shall be displayed and there shall be no other type of advertising device or activity that indicates from the exterior of a dwelling the occupants of such dwelling or their business. All signs shall be located at least ten (10) feet from the nearest lot line.

2.15 Animals and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

2.16 Water Supply. No individual well shall be permitted on a lot. Water shall be supplied pursuant to "Lake Meadows Water Trust Agreement" which was recorded in the Office of the Register of Deeds in and for Waukesha County, Wisconsin, on _____, 1979, as Document No. _____.

2.17 Sewage Disposal. Each dwelling shall be connected to the municipal sewer system, and no septic tank or individual sewage system shall be permitted.

2.18 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets. Fireplace wood storage shall not be visible from the street.

2.19 Antennae. Except for rooftop antennae which extend not more than ten (10) feet above the highest point in the roofline of any dwelling, no external television antennae or similar devices shall be erected without the prior approval of the Architectural Control Committee.

2.20 Wiring. All exterior service and utility wiring, including service drops to individual dwellings shall be installed underground, and no overhead wires shall be permitted within the Subdivision, except such overhead wires as may have been installed prior to the recording of this Declaration of Restrictions.

2.21 Fences and Walls. No fence or walls shall be permitted to extend beyond the minimum front building setback line established herein. No fences (including cyclone fences) or walls over 48 inches in total height shall be permitted on any lot, except fences which enclose swimming pools and which are set back at least twenty-five (25) feet from each side lot line and at least twenty-five (25) feet from each rear lot line. No fence or wall of any height shall be permitted on any lot unless approved in writing by the Architectural Control Committee.

2.22 Landscaping and Swimming Pool Controls. Plans showing exact location and construction details of hedges, mass plantings, or swimming pools, either above-ground or in-ground, shall be submitted to the Architectural Control Committee for written approval before they may be constructed. An above-ground pool is hereby defined as one being more than twenty-four (24) inches in height from ground level or greater than eight (8) feet in diameter or length. The general landscaping around an in-ground pool shall not be less than the exposed portion of the pool. In the event that hedges or mass plantings are utilized as landscaping around the pool, they shall be of the evergreen and not the decid-

uous type. The minimum setback of pools from any lot line to the landscaping around the pool shall be twenty (20) feet. Except as hereinafter provided, all swimming pools shall be completely enclosed, before filling the same, by a secure fence or wall not less than four (4) feet above ground elevation in height. Such fence or wall shall be provided with a self-closing or self-latching gate or door with the latch located at the top of the gate or door or made inaccessible to small children by any other method approved by the Building Inspector of the City of Muskego. An unobstructed area way of not less than four (4) feet shall be provided between the pool and such fence or wall. Notwithstanding the foregoing, no such fence or wall shall be required in the case of above-ground pools, provided that between uses of an above-ground pool any ladder or steps leading to an above-ground pool shall be taken out of the reach of small children or the pool drained. All electrical connections to any swimming pool shall be properly grounded so that no electrical current is discharged into the pool or a surrounding fence. No electrical wires or other electrical conductor shall be strung over any swimming pool. Pool construction and use is further subject to the City of Muskego Ordinances.

2.23 Motorized Vehicles. No motorcycles, snowmobiles, trail bikes, dune buggies or off-street motorized vehicles of whatsoever type or description shall be operated on any lot, driveway, parking area, private road, or open space within the Subdivision, except for necessary travel (as contrasted with recreational use)

over private roads, parking areas and driveways by any such vehicle which is by law authorized to travel upon public roads.

2.24 Driveways and Service Walks. Each dwelling shall have not less than one (1) concrete or asphalt driveway which is twelve (12) feet or more in width and which connects the garage with a public street. One (1) additional or secondary driveway opening may be requested by a lot owner and at the discretion of the Architectural Control Committee, may be approved. Side entrance garages shall have as a minimum a twenty-four (24) foot straight approach. Driveways shall be constructed within one (1) year after the issuance of a building permit for the dwelling. All service walks installed shall be concrete.

2.25 Lots Adjacent to Outlot 1. In addition to all of the provisions of the Declaration of Restrictions as set forth herein, those lots of the Subdivision which are adjacent to Outlot One (1) which is to be dedicated to the City of Muskego as a public park, namely Lots 121 to 133 inclusive, 138 to 144 inclusive and 150 to 156 inclusive, shall be subject to the following restriction: Plans showing the exact location of all buildings thereon, all building and yard grades, slopes, terraces and retaining walls, the exact location and construction details of all landscaping including hedges and mass plantings, and the construction details of all dwellings to be constructed thereon, including all elevations and a description of all exterior exposed roof and wall surfaces, shall be submitted to the Plan Commission of the City of Muskego for prior written approval before the dwelling may be constructed.

2.26 Conflict with Ordinances. In the event of a conflict between the restrictions contained herein and the Ordinances of the City of Muskego, compliance with the more restrictive provisions shall be required.

2.27 Effect of Approval. Upon approval of the building plans, specifications and the plot plan by the Architectural Control Committee, and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence. Such construction shall be substantially completed within one (1) year after the last such approval has been given in substantial conformity with that which had been submitted and approved. In the event such Committee, or its designated representative, fails to act upon said building plans, specifications and plot plan within thirty (30) days after submission, and, in such event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one (1) year from the date of the completion thereof, no right shall exist to enforce these covenants insofar as they require such approval. In the event such Committee, or its designated representative, expressly acts to approve said plans, specifications and plot plan within thirty (30) days after their submission to it, no rights shall exist to enforce these covenants insofar as said plans, specifications and plot plan as approved may deviate from the restrictions contained within this Declaration.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.1 Membership. So long as the Developer owns any lot or lots within the Subdivision, he shall, by written notice to the Association designate the person or persons, which shall not be more than three (3) in number, who from time to time comprise the membership of the Architectural Control Committee. Thereafter, the Architectural Control Committee shall be chosen and governed in accordance with the bylaws of the Association.

3.2 Procedure. Any approval required by this Declaration to be obtained from the Committee shall be in writing. Promptly after acting upon any request for approval presented to it, the Committee shall in writing notify the person submitting such request of their determination. The Committee's action or failure to act upon said plans and specifications shall be construed as set forth in Section 2.27 above. Upon request the statutory Registered Agent of the Association shall furnish a written statement of the name and address of the person to whom plans, specifications and requests for approval may be submitted for consideration by the Committee. Submission of plans, specifications and requests for approval to the person so designated by the Registered Agent shall constitute submission to the Committee for all purposes under this Declaration, or, if the Registered Agent shall fail to make the aforementioned designation, submission of plans, specifications and requests for approval to the Registered Agent shall constitute the submission of the same to the Committee for all purposes under this Declaration.

ARTICLE IV

CHARGES, ASSESSMENTS AND SPECIAL ASSESSMENTS

4.1 General Annual Charge. All lots shall be subject to general annual charges or maintenance assessments, which may be determined and assessed annually by the Board of Directors of the Association, for the purpose of defraying the costs and expenses of the Association in carrying out its stated purposes and functions. The general charge or assessment shall be sufficient to raise an amount which, in the judgment of the Board of Directors of the Association, may be required for the ensuing calendar year; and shall be a pro rata share allocated on the basis of one (1) share per lot. Such charges or assessments shall be paid annually to the Association on or before March 1 of each year, and if not paid in full on or before such date, such charges or assessments shall bear interest thereafter at the rate of Ten (10%) percent per annum from March 1 of such year until paid in full.

4.2 Special Assessments. All lots shall also be subject to special assessments by the Board of Directors of the Association to cover all or any portion of the expenses incident to the enforcement of the recorded Declaration of Restrictions concerning said lot, and for caring for vacant, unimproved or unkempt lots and removing weeds, grass or any other unsightly or undesirable objects therefrom, and for such other conditions and matters which are for the benefit of the Subdivision and which the Board of Directors deems to be proper. Such special assessments shall be due and payable thirty (30) days after authorization by the Board of Directors of the Association.

4.3 Collection and Enforcement. The right to collect or enforce the collection of charges, assessments and special assessments is hereby exclusively delegated to the Board of Directors of the Association. The purchasers of lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the land purchased or to be purchased by them. All charges, assessments and special assessments which are unpaid on March 1 for the year in which due shall, from such date, become and remain a lien upon such lot until paid, with interest thereon from the date due of Ten (10%) percent per annum. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges, assessments and special assessments in the enforcements of liens arising therefrom. Any such liens securing unpaid charges, assessments or special assessments arising by virtue of this Article IV shall be subject and subordinate to the lien of any mortgage, whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall prevent or impede the collection of lawful charges, special assessments, taxes or similar charges by the City of Muskego. The Board of Directors of the Association may bring an action in the name of the Association at law against any owner personally obligated to pay the charges, assessments and special assessments, or to foreclose the lien for such charge against any lot. Any such foreclosure action may be brought either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a

statutory maintenance lien as provided in Section 289.70, Wisconsin Statutes (1975), to the extent said section is applicable. If an attorney is retained to enforce any such delinquent charge, reasonable attorney's fees, title charges and court costs incurred shall be added to and become a part of such charge.

4.4. Failure to Maintain. If the Association shall fail to maintain any lands or outlots in the Subdivision conveyed to and accepted by it, or if the Association shall cease to have the legal duty to maintain any property to which it holds title, then the owners of all lots within the Subdivision shall be responsible, on the same basis as set forth in 4.1 above for the allocation of the general annual charge, for the maintenance of such property. If such owners shall thereafter fail to maintain such property, the City of Muskego is authorized to give them written notice requiring them within thirty (30) days thereafter to provide the required maintenance or give satisfactory evidence of their willingness to do so. Should such owners fail to do so, the City of Muskego shall have the right to provide the maintenance specified in such notice and to include in the tax bill for each platted lot in the Subdivision a portion of the cost of such maintenance determined on the same basis as set forth in 4.1 above for the allocation of the general annual charge. In such event, the Subdivision shall be deemed to constitute a special assessment district.

ARTICLE V

THE ASSOCIATION

5.1 Membership. Every person or entity who is a record owner of fee title to a lot in the Subdivision shall be a member of the Association, provided that no person or entity who holds an interest merely as security for the performance of an obligation shall be a member but in such case the owner of equitable title shall be the member.

5.2 Management. The Association shall be managed by a Board of such number of directors as may from time to time be designated in the bylaws of the Association, but not less than three (3). The directors shall be those initially designated in the Articles of the Association until replaced by requisite vote at a membership meeting duly noticed in accordance with the Articles and Bylaws of the Association.

5.3 Levy of Annual Charge. The amount of each general annual charge or assessments levied pursuant to Sections 4.1 and 4.2 hereof shall be approved by a majority vote, determined in accordance with Section 5.4 hereof, of members present or represented at an annual or special meeting of the members of the Association.

5.4 Voting Rights. Members of the Association shall have an aggregate of 206 membership votes and each owner of a residential lot within the Subdivision shall have one (1) vote.

No tenant or occupant of a dwelling, as such, shall be a member of the Association or entitled to vote at its meetings. Lots

held in joint or co-ownership shall vote as a unit, as determined by all of the owners of such lots, and all of the owners of lots held in joint or co-ownership shall file a certificate with the Secretary of the Association, signed by all of such owners, designating one person authorized to vote on behalf of such lot at the Association's meetings. If no such certificate is filed and the owners of such lots cannot agree on how the vote appurtenant to their lot shall be voted, no such owner shall be entitled to vote on behalf of such lot.

ARTICLE VI

MISCELLANEOUS

6.1 Term. This Declaration shall run with the land and shall be binding upon all persons claiming under the Developer for a period of twenty-five (25) years from the date this Declaration is recorded. After the expiration of such twenty-five (25) year period, this Declaration shall be automatically renewed for successive periods of ten (10) years, unless there is recorded an instrument executed by the owners of at least sixty (60%) percent of all lots subject hereto, for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewal term which next expires following the recording of such instrument of termination.

6.2 Amendment. This Declaration may be amended at any time and in any respect by the recording of an instrument executed as follows: (a) so long as the Developer continues to own any of the lots subject hereto, such instrument shall be executed by the

Developer and the owners of at least sixty (60%) percent of the lots subject hereto, and (b) after the Developer no longer owns any of the lots subject hereto, such instrument shall be executed by the owners of at least sixty (60%) percent of the lots subject hereto.

6.3 Enforcement. Initially the Association shall have the sole right to enforce the provisions hereof, which it may do by proceedings at law or in equity, either to restrain or to recover damages for any violation or attempted violation of any provision of this Declaration, or for both such remedies. However, if any member of the Association in good standing shall file with the Association a written petition for the commencement by it of proceedings against any such violation or attempted violation, not duly approved in writing by the Architectural Control Committee, and the Association shall fail to act within a period of thirty (30) days thereafter or shall refuse in writing to act upon such petition, then such petitioner may within a period of six (6) months after filing such petition with the Association, commence an action or proceedings based upon any injury to his individual rights arising from the violation or threatened violation described in such petition.

6.4 Severability. Invalidation of any one or more of these covenants or parts thereof by judgment or court order shall in no wise affect any of the other provisions, which other provisions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this

instrument on the date first written above.

.....

Stanley J. Potrykus, Developer

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me, this _____ day of _____,
1979, the above named STANLEY J. POTRYKUS, to me known to be the
person who executed the foregoing instrument and acknowledged the
same.

.....

Notary Public, State of Wisconsin
My commission _____

This instrument was drafted by Robert A. Teper and Armin K. Taus of
Herz, Levin, Teper, Chernof & Sumner, S.C.

AMENDMENT TO DECLARATION OF RESTRICTIONS FOR LAKE MEADOWS

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS, made this 17th day of July, 1981, by Stanley J. Potrykus, (the "Developer");

WITNESSETH:

Under date of May 2, 1979, the Developer executed a written Declaration of Restrictions for Lake Meadows, which Declaration of Restrictions was recorded May 15, 1979 in the office of the Register of Deeds, Waukesha County, Wisconsin, in Reel 357, Images 645 to 666 inclusive as Document Number 1090793. The Developer is now desirous of amending such Declaration of Restrictions as hereinafter set forth. The amendment hereinafter set forth shall have the same force and effect as if originally set forth in such Declaration of Restrictions, and such Declaration of Restrictions, as herein amended, shall inure to the benefit of and pass with the property subject thereto, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner of such property.

- 1 -

Section 2.2 (c) referring to tri-level dwellings is hereby deleted in its entirety, and the following substituted in lieu thereof.

c. Tri-level and Bi-level dwellings, the total of all livable floor area which is not over any other livable floor shall be called the Principal Floor Area and shall contain a minimum of 1,400 square feet of floor area, except that the minimum required Principal Floor Area may be reduced 1.5 square feet for every foot added to the minimum required total floor area of 1,400 square feet.

IN WITNESS WHEREOF the Developer has executed this instrument on the date first written above.



Stanley J. Potrykus, Developer

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 17th day of July, 1981, the above named STANLEY J. POTRYKUS to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.



Notary Public, State of Wisconsin

My Commission Expires February 6, 1983

THE UNDERSIGNED, FIRST BANK (N.A.), as Mortgagee of the property subject to the aforesaid Declaration of Restrictions, as herein modified and amended, hereby acknowledges and consents to such Declaration of Restrictions for Lake Meadows, as hereinabove modified and amended.

FIRST BANK (N.A.)

BY Thomas A. Bartkus
THOMAS A. BARTKUS, ASST. VICE PRES.

ATTEST John N. Verthein
John N. Verthein, Asst. Vice Pres.

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this 17th day of July, 1981,
the above named Thomas A. Bartkus as Asst. Vice Pres.
and John N. Verthein as Asst. Vice President of FIRST
BANK (N.A.), to me known to be the persons who executed the foregoing instrument and
acknowledged the same.

Eunice Wuerzinger
Eunice Wuerzinger
Notary Public, State of Wisconsin

My Commission May 1, 1983

DRAFTED BY:
Stanley J. Potrykus
11000 W. Jamesville Road
Hales Corners, WI 53130