

001448 APR 29 8

2795058

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

04-29-2002 12:45 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 36.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 17



UC2795058-017

DECLARATION OF RESTRICTIONS

THIS SPACE RESERVED FOR RECORDING DATA

This Declaration is made this

26TH day of MARCH, 2002,
by Martin Estates LLC.
(hereinafter called Developer).

NIEBLER, PYZYK KLAVER & WAGNER
LLP
P.O. BOX 444
Menomonee Falls, WI 53052-0444

RECITATIONS

WHEREAS, Martin Estates LLC, as Developer, owns all those lands identified as Lot numbers 1 through 16, City of Muskego, Wisconsin, and

WHEREAS, the Developer desires to subject the platted lots within the subdivision to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the subdivision as a whole and for the benefit of each lot owner.

DECLARATION

NOW, THEREFORE, the Developer hereby declares that the real estate described on the attached Exhibit A and all portions thereof (except for dedicated streets) shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

GENERAL PURPOSE

The purpose of this Declaration is to ensure the best use and most appropriate development and improvement of each lot thereof; to protect owners of lots against such use of surrounding lots as will detract from the residential value of their property; to preserve, as far as 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 scheme; 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 lots 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 on all property, and thereby to preserve and enhance the values of investments made by purchasers of building sites therein.

SINGLE FAMILY USE: GENERAL RESTRICTIONS

- A. Each lot shall be used solely for residential purposes by one family except that business activities may be conducted in or from any home if confined solely to the transaction of business by telephone. With the exception of lots left vacant and maintained in a way consistent with Open Space Management Plan, the term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation.
- B. Only one home may be constructed on each lot and no garage, house trailer, recreational vehicle or other improvement (except for the home) shall be used for temporary or permanent living or sleeping for the family or guests without the prior approval of the Architectural Control Board, hereinafter referred to as Board.
- C. Each lot shall be maintained by the lot owner so as to be neat in appearance when viewed from any street or other lot.
- D. No lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose.
- E. No soil shall be removed from any lot in the subdivision without the prior consent of the Board. Any excess soil resulting from excavations shall be transported, at the buyer's expense, to such other places in the subdivision or on subdivider's property as may be designated by the Board.

USE AND MAINTENANCE OF COMMON AREAS

Martin Estates includes substantial common area. Each lot owner will own an undivided 1/16 interest in the common area. The Martin Estates Homeowner's Association, Inc. will be responsible for common area maintenance with each lot owner being assessed their share of the common area maintenance costs. The subdivision common areas surround or border all of the lots in this subdivision. All open space identified in the Open Space Management Plan will be maintained by the Association in accordance with the Plan and the Martin Estates Pond

Maintenance Agreement. Any signs, monuments or structures constructed by the Developer or the Association shall be properly maintained by the Association.

MOTORIZED VEHICLES

All motorcycles, snowmobiles, trail bikes, dune buggies, off street motorized vehicles, vehicles licensed as trucks and recreational or commercial vehicles of any kind shall be stored only in enclosed garages and outbuildings; shall be operated only on a driveway, parking area, or street; shall be operated only for purposes of ingress and egress; and, shall not be operated on any common area within the subdivision.

ANIMALS AND PETS

A maximum of sixteen (16) domesticated livestock, generally construed to be one per salable parcel, and a single accessory structure for boarding purposes shall be allowed within Outlot 2. The stable shall conform to the following setbacks: 50-feet from all public right-of-ways; 50-feet from the eastern plat boundary; and 25-feet from all other parcel boundaries.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any individual salable lot except two dogs, two cats and other such household pets, provided that they are not kept, bred or maintained for a commercial purpose, permitted to run free or in any other unreasonable manner.

GARBAGE, REFUSE AND NOISE

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 that will cause such lot to appear in an unclean or untidy condition; 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, conformity or serenity of the occupants of surrounding property.

CONSTRUCTION OF IMPROVEMENTS

MINIMUM LIVING AREA AND OTHER REQUIREMENTS

- A. Each single-story home shall have a minimum living area (exclusive of basement, attic, garage, porches, and patios) of not less than 2000 square feet.
- B. Each two-story home shall have a minimum living area (exclusive of basement, attic, garage, porches, and patios) of not less than 2500 square feet, with a minimum of 1200 square feet on the first floor.

- C. Living area is determined by the outside dimensions (exclusive of basement, garages, porches, patios, breezeways, sunrooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basements, whether or not exposed, and/or lower level of a bi-level) be counted for purposes of determining minimum square footage of living space.
- D. The Board shall have the exclusive right to determine whether such requirements will be satisfied and any decision of the Board shall be final and conclusive. The Board shall have the right to require homes to be larger than the minimum size.
- E. Each home shall have an attached, enclosed garage for at least two automobiles. The garage shall be constructed at the time of construction of the home and all exterior portions of such garage shall be completed prior to occupancy of the home.
- F. The exterior of all homes shall be substantially constructed of natural materials. Vinyl or aluminum siding is acceptable only as trim or accent on the Home. The exterior of all structures shall be constructed of brick, stone, cedar, stucco or a combination thereof. Notwithstanding anything to the contrary contained in this paragraph, comparable or superior construction materials may be substituted if said substituted materials are approved in writing by the Board.
- G. Masonry walls on the exterior of the home cannot end at a corner but instead, must abut another wall.
- H. Similarly, window casings and trim features on the front of the home shall be used on the sides and rear of the home.
- I. Any exposed basement or foundation walls shall be covered with masonry, veneer or cedar.
- J. Roofing material shall be architectural/dimensional shingles, cedar shakes, tile or other natural material.

The construction materials outlined in this paragraph apply to replacement materials, as well as original construction materials.

LOCATION, SETBACK, AND LOT IMPROVEMENTS

- A. Location. The home or garage or outbuildings (including eaves, steps, overhangs and attached porches, patios and other appurtenances) located on any lot shall be in accordance with the municipal ordinances, the Declaration of Restrictions and must be approved by the Board.
- B. Setbacks. The minimum building setbacks are as follows:
 - a. 50 feet from all street property lines;
 - b. 25 feet from all side property lines; and

- c. 25 feet from all rear property lines.
- C. Lot Improvements. Notwithstanding the setback and improvement requirements specified above, the orientation and precise location of each home and garage, as well as all other improvements on the lot, must be approved in writing by the Board prior to any construction, it being intended that the Board may, in its discretion, impose greater setback requirements than those specified above in order to achieve or maintain the aesthetic appearance for the subdivision or any portions thereof which the Board deems advisable.

APPROVAL OF ARCHITECTURAL CONTROL BOARD REQUIRED FOR ALL IMPROVEMENTS

- A. No home, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on any lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without: (1) prior submission of detailed plans to the Board appropriate for its review and approval; and (2) acquisition of prior written approval by the Board. Plans, to be considered appropriate for review by the Board, must include the following (unless the Board advised a lot owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a home, garage or addition or change to either) showing dimensions, composition and color of exterior materials and equipment, if any, and a plot plan showing the location of the improvement with respect to setbacks from lot lines and other buildings and improvements, finish grade elevations, topography and other data pertinent to such review by the Board as it may reasonably request. The Board shall not be required to approve any improvement if, in its sole judgment, any one or more of the following purposes will not be satisfied; material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings, setbacks, finished grade elevations, drainage and plantings and general aesthetics. **ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.**
- B. Upon approval by the Board of the plans for the proposed improvement and upon receipt of any necessary City of Muskego and other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be completed as to all exterior items within twelve months following either acquisition of Board approval or issuance of any required building permit by the City of Muskego, whichever is later. The Board may, in its discretion, extend such completion deadline up to an additional six months in the event it finds the delay has been caused primarily by factors beyond the control of the lot owner and his/her contractors.
- C. In the event the Board fails to act upon proposed plans within 30 days following written acknowledgment by the Board that it has received such plans and that they are adequate for

purposes of its review or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the Board is required as to such particular matter.

- D. In order for any approval or permission of the Board under this section to be binding or effective, it must be in writing and signed by the President or Secretary of the Association. No oral statements, representations or approvals by the Board or any of its members or agents shall be binding on the Board under any circumstances, regardless of any reliance thereupon by any lot owner.

LANDSCAPING AND DRAINAGE

- A. Within six months following issuance of an occupancy permit for a home, a complete landscaping plan for the entire lot shall be submitted to the Board for its approval. All landscaping shall be completed (in accordance with the plan approved by the Board) within twelve months following the issuance of the occupancy permit for the home. All lots left vacant for more than 12 months from date of purchase must be maintained in a way consistent with the Open Space Management Plan.
- B. To avoid a substantial increase in surface water drainage onto adjoining lots, the landscaping plan shall provide for adequate drainage of storm and surface water away from adjoining lots if natural drainage on the lot is to be or has been altered by grading or landscaping by the lot owner.
- C. No lot line, fence, wall, hedge or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board. In no event will the Board approve a fence or wall within the setback or unimproved areas.

DRIVEWAY

Each lot shall be improved by the lot owner with an approved hard surface driveway extending from the street to the garage within twelve months following issuance of an occupancy permit for the home.

CONSTRUCTION

- A. No building or construction materials shall be stored on any lot outside of the home or garage, other than during periods of actual construction or remodeling and then only for as long as may be necessary. Excess excavated material shall not be stored on any lot during or after construction without the prior approval of the Board, unless required for backfilling, finish grading or landscaping.

During any earth moving activities, erosion control practices shall be maintained. Each lot owner shall comply with the soil and erosion plan control ordinance of the City of Muskego and County of Waukesha.

- B. Each lot owner shall include the following provisions in all construction contracts:
1. The roadway abutting the lot shall be kept clean during the period of construction.
 2. There shall be no loud music at the construction site during the period of construction.
 3. A dumpster shall be provided at the building site for the period of construction for debris.
 4. All burning of debris must comply with municipal burning ordinances and regulations.
 5. There shall be no more than one sign on any lot during the period of construction and that said sign shall not exceed six square feet.
 6. That no sign of any contractor shall be placed at the entry way to the subdivision.
 7. That the contractor shall comply with the soil and erosion plan control ordinance of the City of Muskego and County of Waukesha.

If the lot owner does not include such provision in the contract with the contractor or if the lot owner does not enforce the provision, the Board may take the necessary action to enforce the provision at the lot owner's expense.

WIRES AND ANTENNA

- A. All utility lines and wiring for gas, electric, telephone and cable television service to a home, garage or other improvement shall be installed underground, unless otherwise permitted by the Board and City prior to the installation.
- B. No rooftop, tower-mounted or other external antenna for television or radio reception, satellite dish or for other electronic transmission or reception shall be erected, installed or used without the prior approval of the Board which shall not be unreasonably withheld. Notwithstanding this prohibition, satellite dishes less than 30" in diameter are permissible. Any lot owner who causes or allows any such rooftop or other external antennas or satellite dishes to be constructed, installed or placed on a lot without the prior written approval of the Board may be required to remove such improvement or the Board may remove such equipment in its entirety at the lot owner's expense.

SHEDS AND OUTBUILDING

Sheds and outbuildings are allowed provided that they shall harmonize with the residence as to design, materials, and finished floor elevation.

SWIMMING POOLS

Swimming pools shall be permitted, subject to the approval of the Board, if they meet City and County ordinances and specifications. Above-ground swimming pools may be permitted or denied in the sole discretion of the Board.

SIGNS

No signs or banners of any kind shall be placed or displayed to public view on any lot except one sign of not more than four square feet advertising the property for sale. No signs can be placed at the entry way of the subdivision advertising a lot for sale. This provision shall not apply to the marketing of any phase of the subdivision by the Developer.

MAIL BOXES

At closing, each lot owner shall purchase an individual mailbox, which will be supplied by the Developer.

SOLAR COLLECTORS

No exterior active solar collectors or similar devices shall be erected, installed or used without the written permission of the Board.

REFUSE AND GARBAGE DISPOSAL

All refuse and garbage receptacles shall be stored in the home, garage or other structure on the premises except for the period twelve hours before and twelve hours after the scheduled garbage pickup. No Lot shall be used or maintained as a dumping area for trash, garbage, refuse or debris of any kind. All trash, garbage or waste materials shall be kept in sanitary containers inside the garage. Outside incinerators are not permitted.

HEIGHT OF GRADE

No owner of any lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any lot from that which is naturally occurring on the lot at the time the site developments have been completed by the Developer, unless and until the owner shall first obtain the written approval of the Architectural Control Board for such grade alterations. In order to obtain the Board's approval, the lot owner must, at his/her own expense, have prepared a grading plan and an erosion control plan which show, in detail, the area to be regraded, the existing and proposed topography and an analysis of the effects on the site drainage. The plan shall not adversely affect the adjacent property owners with regard to drainage or views; the determination of which shall be done by the Architectural Control Board.

THE ASSOCIATION

CREATION OF ASSOCIATION

- A. The Developer shall totally control all phases of development and operation of the subdivision, including the Architectural Board until after it sells or transfers 100% of the lots in the subdivision. At that time, all members of the Association will be able to vote pursuant to this Declaration.
- B. The Association shall exist during the term(s) of this Declaration and shall automatically terminate upon termination of this Declaration.

- C. The Association shall exist for the purpose of electing the Architectural Control Board and maintaining the common areas and other designated lands above referred to.

MEMBERSHIP

Each lot owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each lot owned, with ownership of a lot being the sole qualification for membership.

POWERS OF THE ASSOCIATION

- A. The Association shall have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration:
1. To enforce this Declaration;
 2. Hold an annual meeting for the purpose of electing officers and transacting any other business authorized to be transacted by the Association. The Board shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each lot owner;
 3. To adopt rules and regulations and to exercise all other powers necessary to operate the Association for the mutual use and enjoyment of all lot owners;
 4. To adopt rules and regulations for the management, operation, maintenance and enjoyment of the common areas; and
 5. To levy and enforce collection of assessments and fees for the purposes herein set forth.
- B. Actions of the Association shall be by majority vote.

ARCHITECTURAL CONTROL BOARD

- A. The Board shall initially consist of three persons appointed by the Developer as President, Secretary, and Treasurer of the Association to hold office until successors are elected by the Association. A person must be a lot owner or co-owner of a lot in order to be eligible to serve as an officer and a member of the Board.
- B. Vacancies in any position on the Board shall be filled by a majority vote of the Association.
- C. Regular meetings of the Board shall be held at such times and places as the Board determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required.

- D. Special meetings of the Board may be called by any officer on three days prior notice to each officer, given orally or in writing.
- E. For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the officers and the act of such majority shall be the act of the Board.
- F. Any action of the Board authorized under this Declaration may be taken upon the unanimous consent of all officers without a meeting.

ASSESSMENTS

The owner of each lot shall be subject to a general annual charge of assessment equal to his pro-rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligation. The pro-rata share of an owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration at the time of the assessment. Said costs shall include, but not be limited to: taxes; insurance; repair, replacement and additions to the improvements made to the Common Area; equipment; materials; labor, management and supervision thereof, and all costs for the Association reasonably incurred in conducting its affairs and enforcing the provisions hereof.

- A. All assessments shall be approved at a duly convened meeting of the Association.
- B. Written notice of an assessment shall be personally delivered to each owner subject to the assessment or delivered by regular mail addressed to the last known address of such owner.
- C. Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice of Assessment.
- D. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid; and such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until all such sums have been paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent owner of the lot against which the assessment was made.
- E. The Association 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 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 lot owner.
- F. Upon application by owner, any member of the Association, may provide to such owner a statement in recordable form certifying that (i) the signer is a duly elected or appointed member of the Board; and (ii) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Board 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.

- G. Any lien for assessment may be foreclosed by a suit brought by the Association, acting on behalf of the Association in a like manner as the foreclosure of a mortgage on real property.
- H. Upon notification of the Association by the City of Common Area maintenance problems, which require correction due to an adverse effect on property owners, public safety, or public health, the specified corrective actions shall be taken within a reasonable time frame as set by the City. The City is authorized, but not required, to perform the corrective actions identified in the notice if the Association does not make the required corrections in the specified time period. All costs and administrative fees charged to owners in accordance with this section may be placed upon the tax roll as special charges in accordance with Wisconsin Statutes, including §66.0627, Wis. Stats. The lot owners shall be liable for the failure of the Association to undertake any repairs, such liability to be pro-rata according to their fractional ownership interest in the Common Area.

The cost of any measures undertaken by the City pursuant to this section shall be assessed against the Association or the individual lot owners pro-rata according to their fractional ownership interest in the Common Area in accordance with the provisions of §66.0627, Wis. Stats. It is expressly understood and acknowledged that such cost shall be deemed a special charge for current services and may be levied in accordance with the provisions of §66.0627, Wis. Stats. Any such assessment, which is not paid within sixty days after billing, shall be deemed a delinquent special charge and shall become a lien upon the parcel(s) against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcel(s) for which payment has not been received by the City, and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges.

MISCELLANEOUS

NO REVERSION OF TITLE

Under no circumstances shall any violation of this Declaration or of any rules or regulations result in any reversion of title to any lot.

RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS

The Developer hereby reserves the right to grant and convey easements to the City and/or to any public or private utility company, upon, over, through or across those portions of any lot in the subdivision within ten feet of any lot line for purposes of allowing the City or utility company to furnish gas, electric, cable television or other utility service to lot(s) or through any portions of the subdivision or for purposes of facilitating drainage of storm or surface water within or through the subdivision. Such easements may be granted by the Developer, in its own name and without the

consent or approval of any lot platted or to be platted in the subdivision to persons other than a Successor-Developer.

SEVERABILITY

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

COVENANTS RUN WITH LAND

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

AMENDMENTS TO DECLARATION

This Declaration may be amended by recording in the Office of the Register of Deeds for Waukesha County, Wisconsin, a document to that effect executed by the owners of at least fifty percent (50%) of all lots in the subdivision, with all signatures duly notarized, except the "SINGLE FAMILY USE: GENERAL RESTRICTIONS" section paragraph "A", which requires a document to that effect executed by one hundred percent (100%) of all the lots in the subdivision. Only the Developer may amend this Declaration prior to the sale of one hundred percent (100%) of all lots. Any amendment shall become effective only upon recording.

TERM OF DECLARATION

This Declaration (and any amendments) shall be binding for a period of twenty years (from the date the Declaration is recorded) upon all lot owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial twenty year period, this Declaration shall be automatically renewed for a successive period of ten years and thereafter for successive periods of ten years upon the expiration date of the prior renewal period, unless there is a recorded instrument (executed by the owners of at least 50% of all lots in the subdivision or by the Developer prior to selling 100% of the lots) terminating this Declaration in which event this Declaration shall terminate upon the recording of such instrument.

DISCLAIMER

Notwithstanding any other provisions of this Declaration, the Developer is under no obligation to any lot owner to develop or plat at any time any portion(s) of this subdivision not already platted as of the date of recording of this Declaration.

ENFORCEMENT OF DECLARATION

- A. The Association shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any rules and regulations adopted by the Association, except that any lot owner may proceed, at such owner's expense to enforce any such terms, conditions or provisions if the Association fails to take such action within sixty days following a written request by such lot owner for the Association to do so. Any lot owner violating any of the terms, conditions or provisions of this Declaration or any rules or regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting owner in the successful enforcement thereof. The Association shall not be subject to any suit or claim by any lot owner for failure of the Association to take any action requested by such lot owner against another lot owner. No lot owner (other than the officers of the Association) shall have any authority to act for the Association for the other lot owners, as agents or otherwise, or to bind the Association or the other lot owners to contracts, negotiable instruments or other obligations or undertaking of any kind.
- B. Each remedy set forth in this Declaration shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances.
- C. Under no circumstances shall any violation of this Declaration or of any rules or regulations result in any reversion of title to any lot.
- D. The City of Muskego shall have no obligation, at any time, to enforce or prosecute any violation of this document, but any forbearance or failure on the part of the City to exercise any right to remedy for any violation shall not be a waiver of such right or remedy under any circumstances.

INTERPRETATION

These declarations shall be construed and interpreted in favor of restrictions the use of each lot consistent with the purposes hereof and any ambiguity shall be resolved against any lot owner who installs any structure or engages in any activity not clearly authorized under these declarations or approved in writing by the Association.

APPLICABLE LAW

This Declaration shall be construed and enforced in accordance with, and governed by, the laws of and in the courts of the State of Wisconsin.

001462 APR 29 2008

IN WITNESS WHEREOF, this Declaration of Restrictions is executed by Edward G. Carow as agent for Martin Estates LLC, as Developer, as of the date first written above.

MARTIN ESTATES LLC

A handwritten signature in black ink, appearing to read "Edward G. Carow". The signature is stylized with a large initial "E" and a long horizontal stroke at the end.

Edward G. Carow, Member

STATE OF WISCONSIN)
SS
COUNTY OF MILWAUKEE)

Personally came before me this 26 day of March, 2002, the above named Member, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me this 26 day of March, 2002.

Mary Franklin
Notary Public, State of Wisconsin
My Commission: May 29 2005



This instrument was drafted
by Roy E. Wagner, Esq.



EXHIBIT A

Legal Description

The East 50 acres of the Southwest One-quarter (1/4) of Section Seven (7), Township Five (5) North, Range Twenty (20) East, in the City of Muskego, Waukesha County, Wisconsin.

Also Known As:

All that part of the Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 7, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin, bounded and described as follows: Beginning at the Southeast corner of said Southwest Quarter (SW ¼): thence North 00°56'56" West along the east line of said Southwest Quarter (SW ¼) 2660.20 feet of the northeast corner of said Southwest Quarter (SW ¼) also being a point on the centerline of Field Drive; thence South 86°55'15" West along the north line of said Southwest Quarter (SW ¼) and the centerline of Field Drive 825.00 feet; thence South 00°56'41" East 2654.45 feet to the south line of said Southwest Quarter (SW ¼); thence North 87°19'13" East along said South line 825.00 feet to the place of beginning.

Address: Situated on Field Drive

Parcel Identification No. MSKC 2187 999