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CITY OF MUSKEGO
PLANNING DEPT.
P.O. BOX 749
MUSKEGO, WI. 53150



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REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

04-19-2007 8:49 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

MSKG 2172.850

**OAKRIDGE GLEN SUBDIVISION
DECLARATION OF RESTRICTIONS AND COVENANTS**

**CITY OF MUSKEGO
WAUKESHA COUNTY
STATE OF WISCONSIN**

REC. FEE: 24.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 11

This Declaration of Restrictions and Covenants is made by Wayne R. Borchardt (developer), or his assigns, as owner of Oakridge Glen Subdivision.

The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site therefore to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve, as far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereon on building sites; to prevent hazardous and inharmonious improvement of building sites; to secure and maintain proper set-backs from street and adequate open spaces between structures; to provide for the possible use of solar energy; to provide for care and maintenance of common areas and to insure for a high type and quality of improvement in said property, and thereby to preserve and enhance the values of investments made by purchasers of building sites therein.

This Declaration establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real estate and shall be covenants running with the land which shall be binding on all subsequent owners and occupants of all or any part of such real estate known as Oakridge Glen Subdivision, the final plat recorded at the Waukesha County Register of Deeds office, Waukesha County, State of Wisconsin.

The Oakridge Glen Architectural Control Committee (hereafter referred to as the Committee) is hereby established to receive, review, approve, reject or negotiate any plans, specifications and related items which may be presented to this committee for consideration. The original committee shall be composed of Wayne R. Borchardt, Daryl D. Borchardt, and Dale S. Borchardt, as members of this Committee. Neither of the members of this Committee shall be entitled to fees for services performed pursuant to this covenant. In the event of the death or resignation of any of the members of this Committee while any lot remains unsold, then their respective successor to the Committee shall be approved in writing by Wayne R. Borchardt or other member of the Committee. When all of the lots in Oakridge Glen have been sold, the Committee shall thereafter consist of three persons, who shall be elected by the owners of the lots in Oakridge Glen in the same manner as specified for the Oakridge Glen Homeowner's Association.

The original Committee shall reserve the right to elect or appoint qualified and knowledgeable lot owners to this Committee before all of the lots have been sold.

Handwritten signature and date: 3/11

The amount of the general annual assessment for each calendar year shall be determined during the month of December for the subsequent calendar year, and shall be sufficient to raise an amount that may be required. Such assessments shall be paid by each lot or unit owner to the Association by March 1st of each year. If any assessment is not paid on the date when due, such assessment shall become delinquent, and together with interest and collection costs, shall become a lien on the property, the delinquent amount shall have interest at the rate of 18% per annum, and the Association may bring action at law, filing of a mechanics lien or lien in equity against the lot or unit and owner and the cost of collection and reasonable attorney's fees.

The Oakridge Glen Homeowner's Association, hereafter referred to as the "Association" is hereby created. Its purpose is to run the day to day operation of the Association, own, manage, maintain and control the common areas outlots 1 and 2, any entry monuments and landscaping, or any other common item that may arise from time to time. The Association is responsible for all stormwater maintenance measures as mentioned in the stormwater maintenance plan dated May 15, 2006 and the retention pond maintenance agreement. The Association shall assess the prorated share of any expenses incurred from operation of the Association.

Each lot, (or unit) owner shall be a member of the Association. Each lot (or unit) shall have only one vote in the affairs of the Association, regardless of the number of owners of a lot or unit.

So long as the developer or his successors and assigns shall own one or more lots (or units), the authority and functions of the Association and the Architectural Control Committee shall remain in and be exercised solely by the developer or his successors and assigns. When the developer or his successors and assigns no longer owns any lots or units, or at the end of fifteen years from the date of sale of the first lot sold by the developer, whichever occurs first, the developer shall select and appoint three lot or unit owners to serve on the Board of Directors of the Association until the next annual meeting of members. Initially, Wayne R. Borchardt, as developer, Daryl D. Borchardt and Dale S. Borchardt shall be the Board of Directors.

The members of the Board of Directors shall not be entitled to any compensation for their services. The developer and his successors and assigns shall reserve the right to appoint these three lot or unit owners to the Board of Directors anytime before all of the lots have been sold.

The Board of Directors thereafter consisting of three members shall be elected by the members of the association at each annual meeting of members. The Board of Directors shall serve for one year or until their successors have been duly elected. Any member of the Association who is delinquent in the payment of charges or assessments against his lot shall not be entitled to vote until all such charges have been paid in full.

An annual meeting shall be held each year to address issues as deemed necessary by the Board of Directors, and shall be given a 60 day notice. Special meetings may be called with a notice of at least 72 hours.

Title to outlots one and two shall be conveyed to the Association by quit claim deed from the developer. The developer shall convey the above mentioned outlots to the association "as is" without warranty, express or implied, of condition, quality of

construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the common areas. The developer and Board of Directors shall have no liability for damage or injury to any personal property arising from the existence or use of the common areas. The Association shall indemnify and hold the developer and Board of Directors harmless against any and all claims relating to the common areas, and any other matters relating to the Oakridge Glen Homeowner's Association.

The developer and the Association shall have the right to enter upon any outlot or lot at a reasonable notice to the owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detention areas, drainage systems, sewer and water systems or other improvements which benefit other outlots or lots or Oakridge Glen as a whole. No prior notification shall be required for emergency repairs.

In the event any common area or any portion of the water, drainage, or sanitary sewer system servicing the property is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or members of their family, such owner does hereby authorize the Association or the city to repair said damaged areas. The amount necessary for such repairs, together with ten percent for overhead, shall be a special assessment upon the lot of said owner and shall accrue interest at an annual rate of eighteen percent unless paid in full within fifteen days of notice to pay.

Upon the sale of each lot (or unit in the case of RSA zoning), the purchaser shall pay an Association initial assessment of \$200.00 for the purpose of funding the Association's costs and expenses. Such initial assessment shall be paid to the Association at the closing of the lot (or unit) sale. This initial assessment shall be in effect in perpetuity and paid every time a property is conveyed.

The developer hereby covenants and each owner of any lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association:

- 1.) Annual general assessments or charges
- 2.) Special assessments for capital improvements and repairs to the common areas
- 3.) Special assessments for exterior maintenance to lots and repairs to common areas
- 4.) Other special assessments as provided herein

All such assessments, together with interest thereon and costs of collection thereof, including attorney's fees, shall be

- a.) a charge on the land and a continuing lien upon the lot against which such assessment is made and
- b.) the personal obligation of the person who was the owner of such property at the time of the assessment

Notwithstanding any other provision in this Declaration to the contrary, the developer shall be liable to the Association for the above mentioned assessments to the extent of one-quarter (25%) of the total assessments due for every lot owned by the

developer in Oakridge Glen. Every subsequent owner, who has purchased a lot from the developer or any other owner, shall be subject to the entire amount of the assessment due and shall pay the same or prorated amount in the year of closing to the Association. In the event the assessments collected are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the final plat, and the developer continues to own lots on which he pays only twenty-five percent (25%) of the assessments as set forth, the developer shall be responsible for up to one hundred percent (100%) of the assessments on such lots to the extent necessary to cover the deficiency. Any further deficiency may be assessed against all of the owners in the form of a special assessment.

The annual assessment levied by the Association each year shall be used exclusively to promote the health, safety and welfare of the owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the common areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat including, but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.

The Board of Directors shall prepare and annually submit to the members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment. Upon adoption and approval of the annual budget by a majority of the members, the Board shall determine the assessment by dividing the amount of the budget among all lots or units equally.

This subdivision – Oakridge Glen – consists of sixty-two lots and three outlots as shown on the plat. Outlot 1 is owned by the Oakridge Glen Homeowner's Association for conservation purposes, and each lot or unit owner shall have an undivided fractional ownership in this outlot. Outlot 2 is owned by the Oakridge Glen Homeowner's Association for stormwater retention purposes, and each lot or unit owner shall have an undivided fractional ownership in this outlot. Outlot 3 is owned by Atonement Lutheran Church for future site of their new church. There will be no fractional interest of outlot 3 owned by any of the lots or units in Oakridge Glen. The owners of outlot 3 will not be members of the Oakridge Glen Homeowners Association and will not be assessed any dues as members are.

There are many preservation easements as shown on the subdivision plat which must be preserved to maintain the natural beauty of the subdivision. Each lot owner with a preservation easement shown on the plat must maintain the boundary and any trees, shrubs or bushes growing within this area. None of these trees, shrubs or bushes are to be cut down or destroyed without the written approval of the Oakridge Glen Homeowner's Association.

Lots 12, 13, 14, 21, 22, 23, 32, 33 and 34 are partially in the preservation areas, are wooded, and may need special house designs to keep site disruption and tree removal to a minimum. Attention to these concerns shall be considered before approval by the Oakridge Glen Architectural Control Committee.

In order to maintain appearance and for the protection of the owners of the lots in Oakridge Glen Subdivision, no building, fences, sign, wall, swimming pool or other structure shall be erected, constructed or maintained upon any lot, nor shall any change or alteration be made thereon unless 3 copies of the complete plans, specifications, color scheme, plat plan showing the exact location of such buildings, fence, wall or other structure, the elevation thereof and the grade of the lot and a sketch or view of such building or structure of changes are submitted to the Oakridge Glen Architectural Control Committee in writing for consideration of approval. Approval or denial of these documents should be provided in writing within 45 days of submittal, unless additional information is needed or unusual conditions are encountered. There is no automatic approval if no action is taken within the 45 days. If approved by the Oakridge Glen Architectural Control Committee, 2 copies of these plans and specifications will be marked as approved, and returned to the party submitting them. One copy of the approved plans must be submitted to the City of Muskego for any permits needed. No lot owner shall apply to the City of Muskego for any permits without first receiving approvals from the Oakridge Glen Architectural Control Committee.

The decision of the Committee with respect to any such matter shall be final and binding upon all parties. The Committee shall have the right to refuse to approve any such plans or specifications which, in the sole judgment of the Committee, are not in conformity with these restrictions or are not desirable for aesthetic or other reasons. In passing upon such plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure, its design, elevation, and the materials of which it is to be constructed on the proposed site; the harmony thereof with the surrounding buildings and the view or outlook from the adjacent property. The committee shall have the right to not approve the general contractor for a proposed project for any reason it may consider proper.

The Committee shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship. Any documents submitted to the Committee shall be the property of the Committee.

BUILDING DESIGN AND MATERIALS

All structures shall be designed by an architect or person experienced in residential design.

All construction of dwellings and other incidental structures shall be completed within one year of commencement of construction. Paving of driveways, construction of walkways and landscaping shall be completed within one year from issuance of an occupancy permit from the city.

No building shall be placed or permitted to remain on any lot other than buildings newly constructed on the lot. No previously constructed dwelling or structures shall be relocated to or be situated upon any lot without the written approval of the Oakridge Glen Architectural Control Committee.

DWELLING SIZE

No dwelling shall be erected on any lot having a ground area within the perimeter of any building at or above finish grade elevation exclusive of garages, porches, bays, patios, breezeways and other similar additions measured along the exterior walls of less than the following areas:

- (a.) Not less than 1,900 square feet for a one-story dwelling
- (b.) Not less than 1,900 square feet for a split-level with a minimum first floor area of 1,000 square feet
- (c.) Not less than 2,200 square feet for a two-story dwelling with a minimum first floor area of 1,000 square feet
- (d.) Not less than 1,300 square feet per unit for a one-story dwelling on lots with RSA zoning, with other designs and split level plans given consideration and the Oakridge Glen Architectural Control Committee, in its sole discretion, reserves the right to make any deviation from the above requirements

All dwellings shall have minimum roof pitches of 6/12 or as approved by the Oakridge Glen Architectural Control Committee, and shall be covered with dimensional shingles or cedar shakes.

EXTERIOR MATERIALS

All dwellings proposed to be erected, altered, or modified shall, on the construction plans and specifications, denote exterior building materials and colors proposed to be used; i.e. brick, stone, wood, aluminum or other similar materials and acceptable to the Oakridge Glen Architectural Control Committee. Approved materials will include, but not be limited to, full thick brick, stone, other masonry materials, siding materials such as cedar, cement board and wood grain aluminum – minimum thickness .019. With any siding, corner boards need to be the 1"x6" cedar type boards. Aluminum siding and soffit are permitted with the committee's approval. Man made cultured stone or brick along with vinyl siding and soffit will not be permitted except in unusual circumstances and only with approval of the Committee.

Masonry chimneys are encouraged. Any wood framed chimney chase must be located in a low visibility area.

Generally, the front exterior surface of a dwelling shall have at least 30 percent of the area covered with brick, stone, or other masonry material unless otherwise approved by the Committee.

Side entry garages are encouraged. Each dwelling shall have an attached, enclosed garage for onsite storage of not less than 2 ½ and not more than 3 ½ stalls, (RS2 zoning units shall not be less than 2 stalls and not more than 2 ½ stalls per unit) and connected to the street by a properly surfaced concrete or brick driveway which shall be installed within one year from date of occupancy permit. No asphalt driveways or walks are permitted. At the time of closing on the lot, the buyer shall purchase from the developer one uniform outdoor electric yard light and lamp post. The light and post shall

be installed at a location approved by the Committee. This light with photo eye shall be wired direct underground to buyer's electrical panel during construction.

Also, at the time of closing, the buyer shall purchase from the developer, one uniform mailbox, which shall be installed at the street and in such location approved by the committee. Any replacement of light, lamp post or mailbox must match original.

The proposed color schemes for a dwelling to be erected, altered, or modified or repainted with a new color scheme shall be submitted to the Committee for approval prior to painting or staining. It shall be the aim of the Committee to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.

All color schemes, including the color of siding, roof, brick or stone samples must be submitted for approval before installation on the dwelling.

No fence or wall shall be permitted to be closer to the road than the front setback line. All fences shall be constructed of materials and shall be harmonious in design and color of the residential dwelling. Fences made of metal materials are prohibited. No fence shall be constructed unless approved in advance by the Committee.

Pools. In ground and above ground pools are permitted subject to City Ordinance. Pool is to be completely surrounded by a deck, decking material and landscaping to cover the sides. Pool, deck, and landscaping plans around must be submitted to the Committee for review and approval prior to construction.

No exterior antennas are permitted except satellite dishes with a diameter no greater than 18" and must be located on the house in a location approved by the Committee.

Vehicles shall be parked in garages or on driveways. Outside storage of recreational vehicles or equipment or boats is not permitted, except storing equipment approved by the Committee. No junk or unused vehicles or trucks over a one ton rating are permitted.

Storage sheds shall be limited to one per lot of no more than 120 square feet and be constructed on a concrete slab or foundation, be consistent of similar materials, color and design as residence, and must be approved by the Committee and the City of Muskego Zoning and Inspection Department.

No animals, poultry or livestock shall be raised, bred, or kept on any lot, except two dogs, two cats, or three other household pets but not for commercial purposes. Any outdoor kennels must be approved by the Committee and meet the City of Muskego requirement. All dog feces must be picked up from all properties immediately. All dogs must be leashed or confined by an electronic fence.

The grading on each lot is part of the planned drainage system for the property. Swales are a part of this system and no lot owner can change the depth or direction or add any swale to their lot greater than 6" in height. Any grade changes need City of Muskego and Committee approval.

Each lot has a five foot street tree easement over the front yard of the lot, as shown on the plat. The developer shall be responsible for the planting of street trees in these easements. Lot owners shall be responsible for maintaining these street trees. Owners shall plant a minimum of twenty trees or shrubs in their front yard. Permanent

lawns shall be established by seeding or sodding, all landscaping to be completed within one year from occupancy permit date. All landscape plans are to be submitted to the Committee with the building plans and specifications.

Nuisances, etc. No noxious, offensive, or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

No sex offender or abuser shall locate or be located within this subdivision.

Trash, garbage, or other wastes shall not be kept except in sanitary containers, and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators or burning are not permitted.

The provisions of this Declaration are minimum requirements and the developer or Committee, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire subdivision, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the final plat or the obligations imposed by this declaration on owners or the requirements of the City ordinances. Further, the developer may require reasonable alterations to be made to any of the plans to be submitted under this declaration and said requirements shall be binding upon each and every owner.

Subject to any City requirements, the Committee reserves the right to make modifications as to the final grade of the building. The drainage of the lot shall conform to the grading plans.

Any excess ground from excavations shall be hauled, at the lot owners expense, to a location within the subdivision specified by the developer or Committee and shall not be removed from the property without the permission of the Committee. If not needed in subdivision, excess ground should be disposed of off site.

No lot shall be further divided or combined without the approval of the Committee, Association, and the City.

Failure to mention a requirement, with respect to any lot or other necessary approval in this declaration, shall not imply that no such requirement exists.

In the event the owner of any lot fails to maintain the exterior of any building or improvements on the lot or the lot itself in reasonable condition, the Association may provide exterior maintenance upon each lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior improvements, lawn cutting, shrub and tree trimming, general cleanup and window cleaning. The Association, its agents, contractors, and subcontractors shall have all necessary rights of ingress and egress to and from such lot, building, or improvement with full right to do whatever necessary to perform any such maintenance, repair, replacement, or cleanup.

The cost of such exterior maintenance or cleanup, together with ten percent for overhead, shall be assessed against the lot upon which such maintenance or cleanup is performed and, if not paid within 30 days of written notice of the amount of such assessment, shall accrue interest at the annual rate of 18 percent. Such special assessment shall constitute a lien and obligation of the owner.

Any amounts expended by the developer, Association, or Committee in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any owners or other party, shall constitute a lien against the subject property until such amounts are reimbursed to the developer, Association, or Committee.

Failure of the developer or assigns, the Association, or Committee or the City to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

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

Unless amended, this declaration shall run with the property and be binding upon all persons as lot or unit owners in Oakridge Glen Subdivision and be for the benefit of and be enforceable solely by the Association for a period of twenty five years from the date this declaration is recorded, and shall automatically be extended for successive periods of twenty five years unless an instrument is signed by owners of two-thirds of the lots or units agreeing to terminate this declaration in whole or in part.

To the extent that other specific remedies are not provided herein, upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this declaration, the Association shall give the owner written notice of the violation, and if such violation is not remedied within five (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation from the Association, the Association may levy a fine in the amount of Five Hundred Dollars (\$500.00) and an additional fine of One Hundred Dollars (\$100.00) for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the lot of the owner who caused the violation, and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of twelve percent (12%) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any of the provisions of this declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

The restrictions and covenants of this declaration may be enforced only by the developer, the Oakridge Glen Architectural Committee, or Oakridge Glen Homeowner's Association, by an action commenced in the Circuit Court for Waukesha County, in any manor provided by law or equity, including but not limited to one or more of the following: injunctive relief, action for specific performance, action for money damages,

or performance of these covenants and restrictions by the developer, his assigns, or the Oakridge Glen Homeowner's Association as previously stated.

Lots 1-37, 48-49, 54-62, and outlot 1 are zoned RS2, minimum 20,000 square feet per residence, according to the recorded plat. Lots 38-47, 50-53 and outlot 2 are zoned RSA, minimum 10,000 square feet per unit, according to the recorded plat.

It is intended that all restrictions and covenants of this declaration be strictly enforced upon both zoning classifications, to ensure the same high class type of construction on the RSA zoned lots as on the RS2 zoned lots.

Each RS2 zoned lot shall be occupied by an owner-occupant for residential purposes. No trade or business shall be carried on in the subdivision, except for the incidental use of a lot for personal business conducted by mail and telecommunications that does not burden the use of the subdivision by frequent visits by business service providers or customers, and the sale of lots by the developer or his assigns, including the use of signs, model homes and offices for conducting their affairs.

Additional restrictions may be recorded for the lots zoned RSA. The developer shall have the right to grant easements upon, across, over and through the lots in an area within 10 feet of each lot line, which rights shall expire one year after conveyance of a lot by developer or his assigns, for the purpose of drainage, utilities, excavation, construction, maintenance or any other public purpose.

The Committee may disapprove of any builder or general contractor whose qualifications, in the sole judgment of the Committee, do not meet the minimum financial standard, integrity, trustworthiness, or any other trait or quality needed in a person or company to complete a quality project and thus enjoy a long friendship with a satisfied customer.

The final interpretation of any language in these declarations shall be made by the developer, the Oakridge Glen Architectural Control Committee, or the Oakridge Glen Homeowner's Association Board of Directors.

Any plans, specifications or other documents submitted for review shall become the property of the developer, Committee or Association to which they were submitted.

All decisions regarding any and all of the provisions in these declarations by the developer, Committee, or Association, shall be final and not be contested in anyway.

Let us all work hard and make our best effort to create a high class development of quality homes, great neighbors and a delightful place to live.

A Redivision of Lot 1 of Certified Survey Map No. 10174, being part of the Southwest ¼ of the Northeast ¼, and of the Northwest 1/4 and of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 5 North, Range 20 East, in the city of Muskego, Waukesha County, Wisconsin bounded and described as follows: Commence at the South ¼ corner of said Section 3; thence N00°24'00"W 672.60 feet along the North-South 1/4 line of said Section 3 to the point of beginning of this description; run thence N00°24'00"W 1977.66 feet along said North-South 1/4 line to the Center of said Section 3; thence N00°19'58"W 302.09 feet along the North-South 1/4 line of said Section 3; thence N88°17'32"E 745.40 feet; thence S00°26'48"E 302.07 feet to the East-West 1/4 line of said section 3; thence N88°17'32"E 254.29 feet along said 1/4 line; thence S00°28'05"E 2217.86 feet to the North line of Martin Drive; thence N79°07'00"W 351.13 feet along said North line of Martin Drive to a point on a curve of Northeasterly convexity whose radius is 550.00 feet and whose chord bears N71°58'31"W 136.75 feet; thence Northwesterly 137.10 feet along the arc of said curve and the North line of Martin Drive; thence N79°07'00"W 539.00 feet to the point of beginning,

OAKRIDGE GLEN SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN DULY EXECUTED THIS 18 DAY OF April, 2007.

STATE OF WISCONSIN
COUNTY OF WAUKESHA

OAKRIDGE GLEN SUBDIVISION
BY: Wayne R. Borchtardt Trustee
DEVELOPER

PERSONALLY CAME BEFORE ME THIS 18 DAY OF April, 2007
THE ABOVE NAMED WAYNE BORCHTARDT



Jessica Lupolda
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 11-4-07

DRAFTED BY WAYNE R. BORCHTARDT