

DECLARATION OF RESTRICTIONS FOR QUIETWOOD EAST II, LLC

KNOW ALL PERSONS BY THESE PRESENTS; that QUIETWOOD EAST LLC is a limited liability company duly organized and existing under and by the virtue of the laws of the State of Wisconsin, (herein referred to as "*Developer*" which terms shall also include the duly authorized agent of Developer). Developer is the owner of the premises described as follows (herein referred to as "*Quietwood East II*").

QUIETWOOD EAST II, Out 8 of Certified Survey Map No. 8941, being a part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.

The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site in the development; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property, to preclude, as far as practicable, poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes, to insure a quality residential development; to encourage and secure the erection of attractive single-family homes in appropriate locations on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement in the Development and thereby to preserve and enhance the value of investments made by purchasers of building sites in the Development. No warranty or guarantee is given by Developer that such goals will preserve or enhance the value of an investment made in the Development.

1. **General Applicability** Unless specifically stated otherwise within this Declaration, all of the restrictions stated in this Declaration are applicable to all lots in Quietwood East II which shall consist of 15 single-family lots.

Building Restrictions The following restrictions are applicable to all lots in Quietwood East II:

- a. Only one, 1-story, 1½-story, 2-story, split-level or bi-level single-family residential building and attached garage may be erected per lot.
- b. A single story residence shall have a minimum of 1800 square feet of living area on the first floor.
- c. The minimum living area of the first floor of a 1 ½-story home shall be 1100 square feet.
- d. The minimum living area of a 2-story home shall be 1150 square feet on the first floor, and 2300 square feet total.
- e. The minimum living area of a split-level or bi-level home shall be 2300 square feet total on the upper two levels
- f. Garages must be attached to the home directly, by breezeway, or in the basement of the home, and must be constructed at the same time as the home.
- g. The house, garage, paved driveways to the garage and landscaping must be completed within one year after the first start of construction.
- h. Minimum setbacks shall be 40 feet from the front lot line with side yard setbacks a minimum of 10 feet on one side. All other sides (including rear) shall not be less than 15 feet.
- i. There will be no outside storage of boats, trailers, buses, trucks, campers, other vehicles or items deemed unacceptable by the Developer.
- j. All building plans, the exterior design of each building and basic site features such as fences, garden structures, satellite dishes, children's play structures, swimming pools, additions and other temporary or permanent structures which affect the overall environment of the Development, must be approved by the Developer in writing prior to construction, and prior to application for a building permit when one is required.
- k. One outdoor electric post-mounted lamp as approved by the Developer must be installed for each building. The location shall be uniform and designated by Developer.

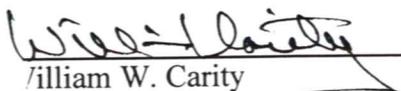
3. **Lot Grading** Each lot owner must strictly adhere to and finish grade his lot in accordance with the Master Grading Plan on file in the office of the Subdivider and the office of the City Building Inspector unless a change is approved by the City Engineer. The Subdivider and/or the City and/or the agents, employees or independent contractors shall have the right but not the responsibility to enter upon any lot, at any time, for any purpose of inspection, maintenance, correction of any drainage conditions and the property owner is responsible for the cost of the same.
4. **Pond Liability**. Stormwater retention ponds have been created and required by the City of Muskego to assist in the removal of sediment and detention of stormwater in Quietwood East II. The stormwater retention ponds are not intended to be used for swimming or recreational activities, and any use of the stormwater retention ponds for such use is strictly prohibited. Any persons entering into or using the stormwater retention ponds either intentionally or accidentally do so at their own risk. By purchase of a lot in Quietwood East II, each Owner and it's respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the City of Muskego, the Developer, other Lot Owners, the Quietwood East II Homeowner's Association and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the stormwater retention ponds. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the City of Muskego, the Developer, other Lot Owners, the Quietwood East II Homeowner's Association and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs, and expenses of every kind and nature (including attorney's fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from their use or existence of the stormwater retention ponds.
5. **Homeowner's Association** An incorporated association of the owners of single-family lots in Quietwood East II is hereby created for the purposes of managing and controlling Common Areas as defined below, and performing other duties as set forth herein for the common benefit of the Homeowners. This Owner's Association will formally be titled Quietwood East II Homeowner's Association, Inc. and is referred to herein as "*The Association*". The membership of The Association will be comprised of the Lot Owners or the authorized agents of the Lot Owners in the Development. Members of The Association are referred to herein as the "*Homeowners*".
6. **Board of Directors**. The Association will be governed by a Board of Directors consisting of three directors. This Board of Directors is referred to herein as "*The Board*". The Board will conduct and manage all of the responsibilities of the Association. The members of the Board will be selected as detailed in the Bylaws of the Homeowner's Association.
7. **Board Meetings**. All meetings of the Board will be open to Homeowners and will be held upon not less than three (3) days prior written notice to all of the Homeowners except as otherwise provided in the Bylaws. Two (2) members of the Board constitute a quorum. Actions of the Board are by majority vote.
8. **Board Liability** Members of the Board are not liable to a Lot Owner or any other party for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents of employees of the Board. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.
9. **Common Areas Definition** Wherever used in this Declaration, the term Common Area means:
 - a. All lawn and landscaped areas contained within any lot or outlot or landscape easement area in the Development.
 - b. Any storm water retention and detention ponds or storm sewer easements contained on private lots

within Quietwood East II.

- c. Any area within the Development that is designated as a Common Area by the Association or the Developer.
10. **Utility Easements** Developer has the right to grant and convey easements to the City or to any public or private utility company upon, over, through or across those portions of any lot in the Development within 10 feet of any lot line for purposes of allowing the City or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any lot or lots or through any portions of the Subdivision or for purposes of facilitation drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot owner, until such time as Developer has conveyed legal title to all lots platted or to be platted in the Subdivision to persons other than a successor-Developer.
11. **Maintenance Easements** Certain lots in Quietwood East II have or will have stormwater drainage or maintenance easements. These easements are within defined boundaries in these lots and are restricted to only such areas and to methods, access and duration of use as is reasonably required to perform necessary maintenance to the easements or stormwater retention ponds or drainage ways. If a property owner does not perform required maintenance in the easement area, the City of Muskego is authorized but not required to perform said maintenance. The costs and expenses associated with said maintenance shall be entered on the tax roll as a special assessment against the property and collected with any other taxes levied thereon for the year in which the work is completed.
12. **No Waiver of Rights** Any failure of the Association or the Board to enforce any provisions contained in this Declaration will not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent action.
13. **Enforcement of Obligation by City** If the Board fails to discharge its duties under this Declaration within sixty (60) days of written demand to do so by the City, the City may discharge the duties of the Board. The City's costs incurred in connection therewith will be charged to the Owners of the properties affected by such actions of the City by adding to each Owner's real estate tax statement incurring a pro-rata share, based on the portion of cost of total charges incurred with respect to the individual Owner's lot(s).
14. **Amendments** 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 Developer and at least sixty percent (60%) of all then-existing platted lots in the Development, and their mortgagors, with all signatures duly notarized. Such amendment will become effective only upon recording. Notwithstanding the foregoing provisions of this Section, the Developer may amend this Declaration without the consent of any of the lot Owners solely to effect an expansion of Quietwood East II to include contiguous parcels of real estate as may be acquired by the Developer from time to time, or to amend the Declaration for subsequent phases of Quietwood East II.
15. **Duration of Restrictions** These restrictions will be in force perpetually from the date hereof and will be deemed to run with the land, to bind the Homeowners and their heirs, successors and assigns and be enforceable by any Homeowner and to the extent permitted by Section 17 above, the City.

This Declaration is executed by the Developer's signature below and is effective upon recording by the Waukesha County Register of Deeds.

QUIETWOOD EAST, LLC


William W. Carity

P. Kenneth Servi
P. Kenneth Servi

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 21 day of July, 2004, the above-named William W. Carity and P. Kenneth Servi, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, Waukesha County, Wisconsin
My Commission Expires 4.23.06

This document drafted by:
William W. Carity
Carity Land Corp.
12720 West North Avenue
Brookfield, WI 53005