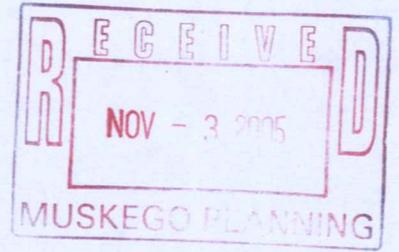


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DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
THE SETTLEMENT ON WOODS ROAD SUBDIVISION

NOTICE TO PROSPECTIVE LANDOWNERS
OF
THE SETTLEMENT ON WOODS ROAD SUBDIVISION



PLEASE TAKE NOTICE THAT THE SETTLEMENT ON WOODS ROAD SUBDIVISION IS SUBJECT TO MANY SPECIAL RESTRICTIONS AND COVENANTS. THESE RESTRICTIONS AND COVENANTS ARE INTENDED TO PRESERVE THE NATURAL BEAUTY AND RESOURCES OF THIS SUBDIVISION AND TO PRESERVE THE VALUE OF THE LAND FOR BOTH INDIVIDUAL LANDOWNERS AND THE SURROUNDING CITY AND COUNTY.

PLEASE READ THESE RESTRICTIONS AND COVENANTS CAREFULLY AS THEY INCLUDE LIMITATIONS ON THE USE OF YOUR LAND. SOME OF THESE LIMITATIONS INCLUDE:

1. The Settlement on Woods Road includes a variety of stormwater management facilities. These facilities are either common space owned by a fractional interest by all Lot Owners were easements granted for the benefit of the homeowners association and the lot Owners. The cost of maintaining these features will become common expenses all the homeowners association and the lot owners.
2. The Settlement on Woods Road includes permanent common open space, other common landscape features, and landscaped buffer is for the benefit of all lot owners. The cost of maintaining the open space, common landscape features, and landscaped buffers will be common expenses of the homeowners association and the lot owners. Pond accessed from the permanent common open space for boating purposes, fishing, ice skating, etc. is strictly prohibited.
3. This subdivision is served by municipal sewer and water. Private wells are not to be installed by individual lot owners.

This declaration is made and executed so as to be effective the 2nd ^{August} of ~~July~~ 2005, notwithstanding the date of actual execution by The Settlement On Woods Road LLC ("developer"). This First Amended Declaration of Restrictions and Covenants supersedes the Declaration of Restrictions and Covenants recorded February 19, 2004 in the office of the Register of Deeds for Waukesha County as Document number 33129699 pages 000246 to000262.

WHEREAS, Developer owns lots which have been platted as The Settlement On Woods Road subdivision located In the City of Muskego ("city") consisting of 59 planted lots ("Lots") and seven out lots; and

WHEREAS, Developer desires to subject the lots to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision and for the benefit of the lot owners in the subdivision;

NOW, THEREFORE, Developer hereby declares that the real property (except for dedicated streets and utilities), hereinafter described shall be used, held, transferred, sold and conveyed subject to the terms, provisions and conditions herein set forth, which shall inure to the benefit of and passed with said property and each and every parcel thereof as covenants running with the land and shall apply to and bind all successors in interest, users and owners thereof.

DEFINITIONS PURPOSE AND USE RESTRICTIONS1.01 DEFINITIONS

(a) "Association" shall mean THE SETTLEMENT ON WOODS ROAD HOMEOWNERS ASSOCIATION, an association which will be created under this Declaration.

(b) "Developer" shall mean THE SETTLEMENT ON WOODS ROAD LLC, as well as any Successor-Developer. For purposes of granting any consent or approvals required under this declaration, including under Article 2 hereof, any officer of The O'Connor Co. Inc., shall have the authority to grant said consents and approvals.

(c) "Family" shall mean one or more persons related by bond, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or groups of persons were three or more are not so related or engaged is household employees.

(d) "Home" shall mean a residential building designed and used as a dwelling for one family (which shall not include any attached garage).

(e) "Lot" shall mean a platted lot within the subdivision identifiable by reference to a name and lot number, in which is part lands expressly made subject to this declaration.

(f) "Lot Owner", "Lot Owners", or "Co-Owners" shall mean the holders of a legal or equitable ownership interest in fee simple record title to a lot, regardless of the type of tenancy or estate and shall include land contract vendee's and vendors, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

(g) "Property" shall include a lot and all improvements thereon.

(h) "Section" shall mean all those provisions within unnumbered heading of this Declaration.

(i) "Structure" and "improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent and character or intended use; building, outbuilding, shed, booth, garage or aboveground storage facility; exterior lighting or electric fixture, antenna, Tower, pole or bug control device, dish or other device, freestanding or attached, for the transmission a reception of electronic signals; trellises or arbors; fans, retaining or other wall, foundation ; or above ground or in-ground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo, tree house or other exterior play equipment; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located entirely within the exterior perimeter walls of the single-family home constructed on the lot. Use of the phrase "structure or improvement" or any other such words shall not imply different meanings for such terms.

(j) "Subdivision" shall mean the lands identified on the subdivision plat.

(k) "Successor-Developer" shall mean any person, corporation, partnership or other entity to which the Developer expressly as signs her otherwise transfers his rights and obligations hereunder, or any successor to the developer by operation of law.

(l) "Common Areas" shall mean any area within the land which is not located within a planet lot were dedicated right-of-way, which "Common Areas" shall include, without limitation, all platted outlots.

(m) "DNR" shall mean the Wisconsin Department of Natural Resources.

(n) "City" shall mean the city of Muskego, Waukesha County, Wisconsin.

(o) "Board" shall mean the Board of Directors of the Association.

1.02 GENERAL PURPOSE

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential area and in furtherance of such purpose; to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of the open spaces in common areas; to help assure the best use and most appropriate development and improvement of each lot; to protect owners of lots against use of surrounding lots which may detract from the residential value or enjoyment of their property; to guard against the erection or maintenance of garish were poorly designed or proportion structures; to obtain a harmonious and as aesthetically pleasing blend of materials, structures and color schemes; to ensure a residential development of the to subdivision consistent with the highest the next standards and the purposes for which each such lot is platted; to encourage and secure the erection of attractive improvements which may adversely affect the aesthetic appearance of a lot were surrounding area; two ensure a proper and consistent setback of structures and buildings for aesthetic appearance and to avoid blockage of views for other properties; to secure and maintain a proper spatial relationship of buildings, structures and other improvements; and otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

1.03 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 or computer. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of all homicide as a place of residence and limited recreation. Notwithstanding the foregoing, the Developer or any builders approved by the Developer shall have the right to construct model homes which may be used as temporary sales offices.

(b) Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living were sleeping for family our guests.

(c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained the developer or association may perform yard maintenance and charge the cost thereof to the lot owner and levy an assessment against the Lot with respect thereto.

(d) No lot shall be used in whole or in part for conducting any unlawful activity were for any unlawful purpose. NO noxious odors or loud noises shall be permitted to escape from any home or lot nor shall any activity be permitted were engaged in which constitutes a public or private nuisance.

1.04 RESTRICTIONS ON USE OF VEHICLES

Automobiles, trucks, motorcycles, bicycles and all other vehicles, including recreational vehicles which shall include snowmobiles, boats and other watercraft, trail bikes, travel trailers and vans, motor homes in Dune buggies and all other off street motorized vehicles of any kind shall not be parked, kept or stored on any lot outside an enclosed garage without the prior written approval of the developer (which may be withheld in its sole and absolute discretion including aesthetic appearances), except for temporary storage for loading and unloading purposes of not more than 48 hours. Recreational vehicles, busses, trucks, etc. shall also not be used or operated on any lot, the common areas or otherwise within the subdivision, except on dedicated streets in accordance with applicable traffic laws. No Recreational vehicles, busses, trucks, or cars may be left on subdivision streets for more than 48 hours, without written approval of the Developer or the Association Board.

1.05 ANIMALS AND PETS

No livestock, poultry, reptile or other animal of any kind shall be raised, bred work kept on any lot except that dogs, cats and other normal household pets (as may be approved by the developer from time to time)

may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner, or which may be contrary to applicable law. The right of any Lot Owner keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. No exterior pet kennels or related structures or enclosures shall be permitted at any time.

1.06 GARBAGE AND REFUSE

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for his temporary storage in sanitary covered containers located in an enclosed garage. No trash containers shall be stored outdoors. There shall be no burning or burial of any garbage, trash or debris at any time other than or burning of leaves and light brush if approved by of the Developer, and conducted in compliance with all applicable laws and ordinances.

1.07 ESTABLISHMENT OF COMMON AREAS AND FACILITIES

(a) The Developer hereby declares all of the "Common Areas" shall be reserved for the benefit of all Lot Owners of the subdivision for the proposed intended, including without limitation, the perpetual maintenance, repair and replacement of the common facilities located therein. The term "Common Areas" shall mean all Outlots, the Boulevard area in the right of way all of Settlement Court and the landscape drainage easements throughout the Subdivision.

(b) Developer hereby declares that all the following facilities and improvements shall be known and identified therein as "Common Areas" as in to the extent installed and constructed by Developer in its sole discretion:

1. The storm water detention ponds and all associated storm sewer lines, out. Sure is, rip rap and other improvements in facilities located in the Common Areas for storage and management of storm and surface waters.

2. All monuments, decorative structures, signage intended for permanent location, landscaping, fences and other structures and improvements located within the entry boulevard.

(c) The Association (and all Lot Owners prior to formation of the Association) shall be responsible for all costs and expenses associated with the maintenance, operation, repair, and replacement of the Common Facilities. Until such time as the Association is formed, the Developer shall be responsible for arranging for said operation, maintenance and repairs, subject to reimbursement from all Lot Owners as provided under section 1.100 hereof.

(d) The Developer shall have the right at any time following formation of the Association to convey or otherwise transfer to the Association, without cost, all or any portion of the Common Areas, and the Association shall except title to the same and assume responsibility for the management and maintenance thereof in the Common Facilities as provided herein.

1.08 USE OF COMMON AREAS

(a) All of the Common Facilities shall be used in maintained (including all necessary repairs and replacements thereto) for their intended purpose (e.g., storm water management permanent signage decorative landscaping, lighting, etc..). use of the common areas generally limited to the Lot Owners and their accompanied guests.

(b) Except in respect to the Common Facility, the Common Areas shall be used exclusively for environmental preservation, green space passive recreational uses such as nature viewing.

(c) There shall be no driving of all terrain vehicles (ATV) on common areas, no grading, excavation or removal of vegetation in the common areas, except for the removal of diseased or dead trees or grasses, sedges, or jutes, etc. as specifically permitted therein to maintain each properly.

(d) There shall be no signage in the Common Areas, except as erected by Developer, or except as permitted in writing to builders marketing newly constructed homes. No signs shall be permitted for the

resale of existing homes except as the City of Muskego ordinance allows..

- (e) Holiday and party decorations shall be removed within a timely fashion by rule and regulation as the Association sees fit from time to time.
- (f) Dead and diseased plants, as well as weeds listed by the City of Muskego must be removed from all Lots within 60 days.
- (g) The Association has the right, *but not the obligation*, to enforce the City of Muskego Ordinances.

1.09 RELOCATED HOMES

No Home shall consist of and there shall not be permitted upon any Lot, any dwelling unit which is constructed or occupied outside the Subdivision and thereafter sought to be moved into this Subdivision. This Section 1.09, however, shall not apply to manufactured, penalized, or modular homes which are installed or assembled on site using factory new components and materials; provided said structures are otherwise in conformance with this Declaration.

1.10 PROPORTIONATE RESPONSIBILITY

Upon acceptance of title to any Lot the Owner(s) of such lot shall be responsible for an annual assessment related to the maintenance and upkeep of the Common Areas and Common Facilities and may be subject to additional assessments to the extent authorized under Article 3 thereof. General Assessments shall be allowed to each lot on a fractional basis, the numerator of which is one (1) and the denominator of which is fifty-nine (59).

1.11 WETLAND AREAS

Portion of Lots consisting of wetlands (as shown on the wetland delineation map on file with the Developer and the Village and the final plat recorded at the County Register of Deeds) shall not be filled, graded or disturbed in any way except with the prior written approval of the City, the Developer and the DNR.

1.12 OUTSIDE STORAGE

No portion of any lot shall be used for the outside storage of any items of personal property, including without limitation, cars, trucks, recreational vehicles, water craft motorized or not, all terrain vehicles, snow mobiles and other vehicles, equipment, furniture, firewood, trash containers, tools or ladders, except patio furniture which is located outdoors between April 15 and October 31 of each year.

1.13 ENVIRONMENTAL REGULATIONS

All grading, excavation, filling in any other construction activities shall be in strict conformance with the permit dated May 28, 2003 issued by the DNR under Chapter 30 of the Wisconsin Statutes, and any amendments thereto (the "Chapter 30 Permit"), together with all federal, state and local laws, regulations, ordinances or administrative orders in respect to the protection all of waterways, wetlands and other environmental areas (together as "Environmental Regulations"). Each Lot Owner shall be obligated to identify, defend and hold harmless the Developer, its members, contractors, agents and consultants against any violation of Environmental Regulations caused by said Lot Owner, its agents, contractors, or employees.

1.14 CONSTRUCTION DAMAGE

Each Lot Owner shall be responsible for any damage to any other lots, the common areas, the, Common Facilities, or any improvements of the Developer is obligated to construct or install under contract with the local governmental unit, caused by said Lot Owner, its agents, employees, or contractors, including without

limitation, ruts from vehicles or equipment, destruction of vegetation or the depositing of fill or construction refuse. Such damage shall be fully restored or cleaned up, as applicable, within ten (10) days following the written notice from the Developer. Upon failure to satisfy such requirement, or at Developer's option without advance notice, the developer shall have the right to arrange for said restoration or clean up and the cost thereof, together with interest therein at the Default Rate accruing from the date incurred, shall be reimbursed by the Lot Owner, if not so reimbursed, shall constitute a special assessment against any Lot. Any such damage shall be presumed to be caused by the Owner of the Lot under construction located nearest to said damage, said Lot Owner having the burden of proving the damage was caused by another party who shall be specifically identified to the Developer.

CONSTRUCTION OF IMPROVEMENTS

2.01 MINIMUM LIVING AREA, HEIGHT REQUIREMENTS, AND GARAGES/DRIVEWAYS

(a) All Lots in The Settlement on Woods Road are restricted to the erection of a single family residence with attached side entry garage whenever possible as reviewed by the Architectural Control Committee (ACC). Under certain circumstances, the ACC for the subdivision shall have the sole and absolute discretion to allow front entry garages based upon aesthetic, set back and practicality issues. The ACC may allow up to ten percent less total square feet of living area for superior design. No business may be conducted from any lot other than home occupations permitted by the City Code of Ordinances provided, however, that no home occupation shall generate unreasonable traffic or non-resident employees.

Each Home shall have a minimum living area (exclusive all the basement, attic, garage, porch is, patios and storage areas) sees as set forth below:

1. The minimum size of a one-story residence shall be 2,200 square feet on first floor.
2. A story and a half residence is discouraged due to the level nature of the subdivision, but if considered would have to have a minimum of 2,500 square feet with a minimum of 1,400 on the first floor.
3. A two-story residence shall have a minimum of 2,500 square feet with a minimum of 1,400 on the first floor.
4. All submittals of house plans must be in triplicate; must be completed detailed construction drawings done by a licensed architect or competent design drafter. Furthermore all surveys must be in triplicate by a licensed surveyor. Initial hardscape and landscape elements that are anticipated for screening, along sidewalk, foundation plantings, pools with decorative metal fencing, spas, accent or any other fencing, trees and shrubs, etc. must be submitted in triplicate along with the construction drawings and survey to be a completed submittal. No partial or "conceptual" submittals will be accepted nor commented upon. Notice of the completed submittal will be given the lot owner within one month of receipt of the complete submittal. Landscape plans change as owners change. Each alteration to any Lot must have submitted in triplicate the detailed changes that are to be made for the ACC to stamp and approve within a reasonable amount of time but not to exceed one month of receipt of the complete submittal.

(b) No Home shall exceed three stories (excluding the basement) or 35 feet in height above finish grade, whichever is less.

(c) The roof of all Homes shall be pitched to rise at least eight (8) inch is vertically for each twelve (12) horizontal inches, but in any event in proper proportion to the home. Exceptions may be granted in Developer's sole and absolute discretion to maintain the architectural Integrity of the Home style desired by the Lot Owner.

(d) An enclosed and attached garage (for at least two and a half (2 1/2) and not more than three and one half (3.5) cars) 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. Cautioned: all three (3) and three and one half (3.5) garages will be subject to strict architectural scrutiny to insure proper scale and proportion to the

Home and may be denied for such in any other reasons permitted herein, including general aesthetics. The relationship of adjacent garages and positioning of garage doors shall be considered at the time of construction.

(e) Each home shall have the basement with a usable floor area (exclusive of crawl space) of not less than 60% of the first floor.

2.02 SUITABILITY

(a) Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any lot. Developer recommends that prospective buyers have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern to prospective Lot Buyer.

(b) Developer suggests, but does not require, that buyers utilize a properly licensed architect in any construction.

2.03 LOCATION AND SETBACK

(a) All structures or improvements (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located in conformance with applicable zoning and building codes.

(b) Approval by the City with respect to setbacks or other matters shall not be binding on the Developer or the Association in any respect.

(c) Notwithstanding the setback requirement 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 Developer prior to any construction, it being intended that the Developer may, be asked by the Lot Owner for a greater setback, or in its sole discretion, impose greater setback requirements than those permitted under city ordinances in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Developer or the Developer deems advisable. Additionally, the approval of the exact location of the Home by the Developer may be for the purpose of ensuring a proper and consistent setback of structures and buildings and to avoid blockage and views of other properties.

(d) Each Lot Owner acknowledges and agrees that notwithstanding the reviews and the approvals made a required under this Declaration, each Lot Owner has the responsibility for selecting and hiring its own architect or other design professional, construction contractor, subcontractors, material suppliers, inspection professionals and parties associated with the designed and construction of the applicable Home, and the Developer shall have no responsibility whatsoever for such parties, for the quality or suitability of any designed, materials, workmanship or foundation location, it being understood that the function of the Developer pursuant to the reviews and approvals required hereunder is solely to attempt to insure compliance with the covenants and restrictions of this Declaration, and that no Lot Owner shall be entitled to rely upon any such reviews and approvals other than as expressly provided under section 2.05

(e).

2.04 ARCHITECTURAL STYLES AND BUILDING MATERIALS

(a) Traditional architectural styles the seventeenth, eighteenth, nineteenth and twentieth centuries are encouraged. These include Traditional American Architectural Styles such as: Tutor, Wright Prairie style, Salt Box, Colonial, Federal, Greek Revival, Craftsman, and Victorians. It is expected that the design of each house be consistent and unified in that building materials appropriate for that design be used. All Homes should reflect the aesthetics and spirit of the traditions they seek to exemplify.

(b) All exterior building materials shall be natural materials, excluding shutters, and windows. The Developer shall have the right to permit synthetic materials (not including vinyl or aluminum) which are

substantially similar in appearance and texture to natural materials. Minimum roof pitch as stated in 2.01 (b) shall be required. Placement of garage doors on the side elevation of Homes is encouraged and may be required. Primary exterior materials shall be consistent on all elevations. All fireplace chimneys located on the exterior elevation of any home shall be enclosed in a brick, stone or otherwise suitable masonry materials compatible with the building materials of the Home. Roof materials shall consist of dimensional asphalt shingles, cedar shakes, and slate, or cement products that resembles slate, tile, or shakes.

(c) the following materials are not permitted: vinyl, aluminum, steel siding or facial materials; or standard asphalt shingles.

(d) All future additions and renovations that occur after original approval by the Developer shall require architectural approval the same manner as the initial Home. All additions and renovations shall be compatible in height, massing, and style with the originally approved structure. Identical or substantially similar building materials shall be used on additions or renovations.

2.05 ARCHITECTURAL CONTROL

(a) The Developer shall, subject to any specific assignment by Developer, have the sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to grant variances there from, as set forth in this Declaration. The Developer shall retain such right in authority until Developer no longer holds title to any lands in the subdivision as shown on the plat recorded at the County of Waukesha, Register of Deeds. Thereafter, the Association acting through the Board shall have the authority to grant the approvals required in this section 2.05 and upon such event, the term "developer" is used in this section 2.05 shall mean the board; provided, however, that the Developer shall at all times retained authority over architectural review over each Lots until a Home is erected thereon.

(b) 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, elevation, color or material composition) without: (1) prior submission of detailed plans, specifications and other required application materials to the Developer for its review; and (2) acquisition of prior written approval by the Developer with respect thereto. Plans to be considered appropriate for a fee by the Developer must include the following (unless the Developer advises the 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 were changed to either) drawn to scale and showing all dimensions, composition in color on the exterior materials and equipment, if any; and a plot plan to scale showing the location of the Improvement with respect to setbacks from Lot lines and other buildings and improvements, finish grade elevations, topography, drives, sidewalks, patios, existing plantings and other data pertinent to such review by the Developer as it may reasonably request. A landscape plan, in triplicate, basic or elaborate, must be presented with the construction drawings in triplicate, and the survey plot plan in triplicate. **All items must be in triplicate and mailed to Developer, folded in four on paper not to exceed 18" x 24" at an standard architectural scale.** The Developer may deny or withhold approval of any proposed improvement based upon any one or more of the following factors in the Developer's sole judgment; any one or more of the general purposes specified in section 1.02 will not be satisfied: material composition or quality; exterior design, appearance or color; coordination with other existing contemplated improvements; location with respect to topography and existing surroundings; setbacks; finish grade elevations; access; drainage or landscaping; in general aesthetics. The Developer's judgment as to all matters of aesthetic appearance, designed and compatibility shall be final and not subject to challenge or appeal. **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 DEVELOPER SHALL BE REQUIRED TO REMOVE SUCH IMPROVEMENT (OR RESTORE SUCH ALTERATION) IN ITS ENTIRETY AT THE LOT OWNER'S AT EXPENSE.** Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a home, garage or other improvement may not be changed in any respect without the prior written approval of the Developer. The Developer shall further have the right to establish additional procedures to ensure compliance with this

Article 2.

(c) Construction of all Homes shall be in conformance with the established grade unless at the Developers sole and absolute discretion is allowed to be altered and then must be approved by the City of Muskego.

(d) Upon written approval of the plans for the proposed improvement in upon receipt any necessary city or other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be substantially completed within twelve (12) months following either acquisition of all Developer approval or issuance of any required building permit by the City, whichever is later. The Developer may, in its discretion, extend such completion deadline up to an additional six (6) months in the event the delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors. For its own benefits to ensure compliance, the Developer may, at its discretion, require performance bonds from the contractors responsible for construction of the improvements.

(e) In the event the Developer fails to act upon proposed plans within 30 days following written acknowledgment by the Developer that it has received such plans and that they are adequate and complete 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 (1) year following final completion thereof, no right shall exist to thereafter enforce these restrictions in so far as approval by the Developer is required as to such particular matter.

(f) Any approval or permission by the Developer on to this Section, to be binding or effective, **MUST BE IN WRITING** signed by an authorized representative. No oral statements, representations or approvals of the Developer or any of its members or agents shall be binding on the Developer under any circumstances, regardless of any reliance thereon by any Lot Owner.

(g) Within 90 days following construction or installation of any improvement, the Lot Owner shall, upon written request of Developer furnish and as build certified survey showing location of the improvement.

(h) Except to the extent necessary for the construction of exposed basement windows no portion of any Home located above grade level shall be covered with ground soil or similar materials.

2.06 LANDSCAPING MANDATORY TREES, GRADING AND DRAINAGE

(a) Landscaping plans, showing trees, bushes, planting beds, walkways, ornamental fences, arbors and other features must be submitted in triplicate for approval in conjunction with building plans.

(b) At a minimum, landscaping shall include foundation plantings located along the elevations of the building facing a public street, and sided are seeded lawns on all four (4) sides of the Home. The landscaping shall be installed within six (6) months following issuance of an occupancy permit for the Home, or if said permit is granted after August 31, then prior to June 1 of the following year.

(c) All landscaping (including permanent lawns) shall be performed in accordance with the plan approved by the Developer and shall be completed within six (6) months following the issuance of the occupancy permit for the Home, or if said permit was granted after August 31, said completion shall be done on or prior to June 1 of the following year.

(d) All grading an excavation activities shall be conducted in conformance with the then most current version of the Wisconsin Construction Site Handbook, published by the DNR. Except as may be expressly approved in writing by the Developer prior to the commencement of any work, there shall be no grading, excavation, cuts and fill work or other alteration to the surface of any portion of lot (together "Surface Alterations"). All Surface Alterations shall be conducted in conformance with the master grading plan for the Subdivision parentheses on file with the City or with the gap Developer's engineer. No Surface Alterations shall be conducted in a manner which causes erosion or instability of soils within an adjacent Lot or alters the patterns of storm and surface water drainage in a manner which he has a material adverse effect on another Lot or the Common Areas. The Owner proposing the work shall have the burden of

demonstrating conformance with the foregoing. No consent shall be deemed given hereunder except in reference to a detailed grading plan specifically disclosing all aspects of the work for which approval is requested.

(e) No fence, wall, shed, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Developer under Section 2.05. Fencing shall be decorative and architecturally compatible with the architecture of the structure, (no privacy or security fencing). In general, fencing will be discouraged other than for protection of swimming pools. No swimming pools shall be installed above the surface grade and all pools must be approved by the Developer or the Association...

(f) Except for its specific landscaped areas and wetlands, all front, side and rear yards shall be maintained as clipped lawns.

(g) Prior to commencement of home construction, the Lot shall at all times be free of soil erosion and fully and completely stabilized with turf (which during the mowing season shall be regularly mowed) and kept in a clean and slightly condition. In the event of any failure to comply with any of the foregoing, then the Developer or the Association (or contractors engaged by them) shall have of the right to enter the Lot and conduct such repairs or maintenance as required above, and the cost thereof shall become a special assessment against the Lot under Article 3 of the Declaration.

2.07 DRIVEWAY

Each Lot shall be improved by the Lot Owner with an asphalt, brick, paver, or concrete driveway extending from the driveway approach to the garage within six months following issuance of an occupancy permit for the Home, or if said permit is granted after August 31, and said completion shall be achieved prior to June 1 of the following year. A plot plan, in triplicate, showing the location of the driveway and the sidewalk to the front door shall be submitted to the Developer for its prior approval under section 2.05 above.

2.08 CONSTRUCTION MATERIALS - STORAGE

No building or construction materials shall be stored on any Lot outside of the Home or garage other than during periods of actual construction were remodeling and then only for so 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 Developer, unless required for backfilling, finished grading, or landscaping.

2.09 WATER SUPPLY

Each home shall be connected to the municipal city water system and no individual wells shall be permitted. The Association can seek approval and install a landscape maintenance well should it desire.

2.10 SEWERAGE DISPOSAL

Each home shall be connected to the city municipal water system and no septic tank or other individual sewerage system shall be issued or permitted.

2.11 WIRES, ANTENNA, AND SOLAR PANELS: SURVEY MARKERS

(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 Developer in writing prior to installation. No Lot Owner shall remove or disturb any monuments or survey markers, or install any improvement or vegetation that obstructs vision between the corner points of any lot.

(b) No roof-top, Tower-mounted or other external antenna were satellite dish for television or radio reception were transmission (except dishes having a diameter not to exceed 18 inches and not visible from the front of the Home), or for other electronic transmission or reception or solar heating panels shall be erected or used in the Subdivision.

2.12 SIGNS

Except for Developer (and its written designees) relating to the marketing of the Subdivision or any homes therein, those signs or banners of any kind shall be placed or displayed to public view on any Lot,

except: (1) one sign of not more than six square feet advertising the Property for sale; and (2) one standard sign (showing that Lot Owner's name) as may be approved by the Developer for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision.

2.13 OUTBUILDINGS; WASHLINES

No wash lines, shed, detached garage or other enclosed structures or outbuildings are permitted on any Lot.

2.14 MAILBOXES AND YARDLIGHTS

(a) Each Lot Owner shall be obligated at its expense, to purchase from developer and installed within six months following the issuance of an occupancy permit for the Home a yardpost with attached light fixture of the design determined by Developer, which shall be connected to an underground power source and operated automatically by a photoelectric cell.

(b) Each Lot Owner shall be obligated at its expense to purchase from Developer a freestanding mail/newspaper box of a design determined by Developer which will be installed by Developer

(c) The yard post/light and mail/newspaper box shall at all times during the term of the declaration, be maintained in good condition and repair (including bulb replacement) and when necessary shall be replaced by the Lot Owner at its expense with an identical or most comparable structure then available.

2.15 PLAY STRUCTURES

No swing set, jungle gym, slide, wading pool or any other children's play structure were facility shall be permitted on any Lot except those constructed exclusively of cedar or other hardwood stained a natural earth tone, and then only with Developer's prior written consent.

THE ASSOCIATION

3.01 CREATION

(a) The Developer has establish a nonprofit homeowners association known as "THE SETTLEMENT ON WOODS ROAD HOMEOWNERS ASSOCIATION" for the sole purpose and exclusive purpose of excepting assuming all the rights, powers, privileges and obligations expressly provided herein.

(b) The affairs of the Association shall be governed by the Board of Directors of the Association (the "Board"), as set forth under section 3.05, below. The Developer may elect to cause the Association to be an unincorporated or a non-stock, not for Profit Corporation formed under Chapter 181 of the Wisconsin Statutes. Until such time as the Association is turned over to the lot owners, while the Developer owns any lots or no lots at all, the Developer in its sole and absolute discretion, shall have the rights and powers of the Association as provided under Article 3 hereof, until Developer chooses to turn those responsibilities over to the Lot Owners through the first election of a Board consisting of Lot Owners.

3.02 MEMBERSHIP

(a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership, with ownership of a Lot being the sole qualification for membership. The membership in the Association shall be owned jointly and severally by all co-Owners of the Lot, regardless of the form of tenancy, the state, or interest in the Lot. There shall be one (1) vote per Lot regardless of the number of Lot Owners.

(b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned,

conveyed or transferred in any way except upon transfer all of an ownership interest in the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

(c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership in one vote for each Lot owned by the Developer.

3.03 VOTING

The vote appurtenant to each Lot shall be cast as whole (in person or by proxy) by the Lot Owner or any co-Owner. Fractional votes will not be allowed; and if co-Owners of a lot do not agree and how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any co-Owner of a Lot or the proxy of any such co-Owner as duly authorized to vote for all co-Owners of that Lot. A quorum for voting purposes shall consist of thirty percent (30%) or more of the votes entitled to be cast. There shall be no cumulative voting for election of Board members or on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast. At the time of purchase of home or lot each Lot Owner at that time shall inform the Board what the name is of the person who shall vote for that Lot.

3.04 ASSOCIATION MEETINGS

(a) The annual meeting of the Association shall be held each year for the purpose of electing members of the board subject to (section 3 .05) and transacting any other business authorized the transacted by the Association. The Board shall select the specified date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner. Each Lot Owner at that time shall inform the Board what the name is of the person who shall vote for that Lot.

(b) Written notice of all meetings of the Association stating that time, place, and purpose for which the meeting is called shall be given to each Lot Owner not less than four (4) days nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

3.05 MANAGEMENT OF ASSOCIATION BY THE BOARD

(a) The Association in its business, activities and affairs shall be managed by the Board. The initial Board shall be appointed by the Developer, and are Sean O'Connor and Kevin O'Connor with a third yet to be appointed, and shall serve until the first meeting of the Association after it is turned over to the Lot Owners.

(b) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board on any matter. No person shall receive any payment for services rendered as a member of the camp board or the Committee or as an officer of the Association nor is a member of any committee unless specifically authorized by prior resolution of the Association. The Association may reimburse out-of-pocket expenses incurred by an officer work committee member in the performance of his/her duties.

(c) Any two members of the board acting together are empowered to negotiate, execute and enter contracts, agreements and undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise any powers or obligations of the Association or the Board under this Declaration.

(d) No member of any board or committee or officer of the Association shall be liable to any Lot Owner or any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such board or committee member or officer, provided such person acted in good faith, with all willful or intentional misconduct.

3.06 LOT OWNER'S LACK BOTH AUTHORITY TO BIND ASSOCIATION

No Lot Owner (other than a member of the Board) shall have any authority to act for the Association or the Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts; negotiate instruments or other obligations or undertakings of any kind.

3.07 POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

(a) Without limitation, the association shall have the following rights and powers in addition to any others which may be necessary were incidental to performance of any duties were powers of the Association specified in this Declaration;

1. to levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners;
2. to enforce this Declaration;
3. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessment;
4. to enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to management of the Common Areas in Common Facilities;
5. to incur indebtedness on behalf of the Association, and, to execute drafts and other negotiable instruments; to accept loans of article for specific periods of time to enhance the subdivision;
6. to employ the services of any person, firm or corporation to maintain the Common Areas and Common Facilities were to construct, install, repair, replace or rebuild any improvements thereof;
7. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
8. to commence, prosecute, defend or be a part of any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;
9. to exercise all other powers necessary to maintain the Common Areas in Common Facilities for their intended purpose and operate the Association for the mutual use and enjoyment of all Lot Owners;
10. to accept title to an ownership of all Common Areas and to properly owned, operate, manage and maintain the same, including the common area facilities; and,
11. to assume the responsibilities of architectural review as provided under Section 2 .05 (a).

(b) The Association shall have the following affirmative obligations;

1. to maintain the Common Areas in Common Facilities in good condition and repair and a clean and presentable condition, consistent with other first quality residential developments in Waukesha County including all necessary repairs and replacements;
2. to keep the Common Areas and all Boulevard areas free from refuse;
3. to cause landscaped turfed areas within the Common Areas in all boulevard area to be mowed and maintained regularly between April 15 and October 15 of each year;
4. to carry out and satisfy the responsibility of architectural review as provided under Section 2 .05 (a) in the manner intended by this Declaration;
5. The Developer and its members shall have the right to enforce the affirmative obligations above during the entire term of this Declaration.

3.08 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association of the proceeds of assessments shall be made against Lot Owners and their lots.

(b) "Special Assessments" may be made in levied by the Board against a particular Lot Owner and his/her or their lot (without Levy against other lots) for;

1. costs and expenses (anticipated or incurred) for repair of damage to the common area or common facilities caused by or at the direction of lot owner, the family or guests the lot owner, or any other party for whom a lot owner is responsible;

2. costs, expenses and actual attorney's fees incurred in or in anticipation of any suit or action or other proceeding to enforce this declaration against the lot owner;

3. interest due on General or Special assessments; and

4. all other costs and expenses anticipated or incurred by the association which are subject to special assessments as provided under this declaration.

(c) "General Assessments" may be made and levied by the board equally against each lot owner and his/her or their lot for the following common expenses which may be anticipated, incurred or paid by the Association for:

1. maintenance, repairs, upkeep or operation of the common areas or common facilities and any improvements were equipment related thereto as may be required by the Association:

2. any insurance maintained by the Association:

3. taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or any other property of the Association:

4. all costs and expenses for the operation and administration the Association, including legal accounting and management fees and other costs incident to the exercise its own powers obligations;

5. all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of Special Assessment from that lot owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;

6. All damages, costs, expenses and attorneys fees incurred in, or in anticipation of any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

7. Costs and expenses of services, if any, made available to all lots;

8. A charge for the establishment or maintenance of a reserve account to pay for unanticipated or significant expenses for which the Association is responsible; and

9. All other costs and expenses declared to be common expenses under this Declaration. The General Assessments for any of the foregoing expenses shall be levied equally against each lot; pursuant to the provisions of Section 1.10.

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3.09 AMENDMENT PROVISIONS FOR LOT OWNERS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amend mended at any time by written document setting forth such annulment, waiver, change, modification or amendments, executed by the Lot Owners of lands having at least sixty (60) percent of the votes in the Subdivision's 59 Lot Owners, provided, however, that any such action must also be approved in writing by the Developer so long as it shall be a Lot Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County.

3.10 TERM AND BINDING EFFECT

This Declaration and any amendments shall be in force for a term of 30 years from the date of this

Declaration being recorded. Upon the expiration date of such initial 30 year term and/or any extended term as provided herein, this Declaration shall be automatically extended for a successive terms of 10 years each, unless prior to the end of the then-current time a Notice of Termination is executed by the City and the Lot Owners of at least 90% of all lots and their mortgagers and is recorded in the office of the Register of Deeds for Waukesha County. This Declaration shall be binding upon all owners and any other person claiming under or through Developer.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions is executed by the Developer as of the date first written above.

THE SETTLEMENT ON WOODS ROAD LLC

By: The O'Connor Co. Inc., Manager

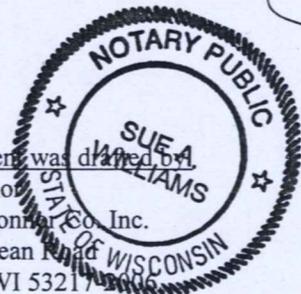
By: [Signature]
Sean O'Connor, President

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

Personally came before me this 2nd ^{August} day of ~~July~~, 2005 the above named Sean O'Connor, as the President of The O'Connor Co., Inc., the manager of The Settlement On Woods Road LLC and to me known to be the persons who executed the foregoing instrument and acknowledged the same in such capacities.

[Signature]

Sue A. Williams
Notary Public, State of Wisconsin
My Commission : June 29, 2008



This instrument was drafted by
Sean O'Connor
C/o The O'Connor Co. Inc.
2140 West Dean Road
River Hills, WI 53217