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MICHAEL J. HASSLINGER
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DECLARATION OF RESTRICTIONS FOR STONEBRIDGE

Recording Area

Name and Return Address

HARMONY HOMES, INC.
2727 NORTH GRANDVIEW BLVD.
WAUKESHA, WI 53188

MSKC 2258-993
MSKC 2258-993-001
MSKC 2253-993-002

Parcel Identification Number (PIN)

DECLARATION OF RESTRICTIONS
FOR
STONEBRIDGE

This Declaration is made this 1st day of March, 2004 by Harmony Homes, Inc., hereinafter the "Developer".

WHEREAS Developer is the owner of the property known as the Stonebridge Subdivision, in the City of Muskego, Waukesha County, Wisconsin; and

WHEREAS Developer desires to subject the residential lots, and Outlot One (1), Two (2), Three (3) and Four (4) in said Stonebridge Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property hereinafter described shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, his successors and assigns, and to all parties hereafter having any interest in the property.

1. PROPERTY SUBJECT TO THIS DECLARATION OF RESTRICTIONS

The property subject to these restrictions is described as follows:

Lots 1 to 43 and Outlots 1, 2, 3 and 4, Stonebridge being a subdivision of a redivision of Parcel A of CSM No. 98 and CSM No. 421 and a part of the SW and SE ¼ of the NW ¼ of Section 25, Township 5 North, Range 20 East, City of Muskego, Waukesha County, State of Wisconsin.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Stonebridge Subdivision will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of final approval. The term "Lot" as used in this Declaration of Restrictions shall be construed to mean only the residential lots numbered one (1) through forty-three (43) and shall not be construed so as to include Outlots One (1), Two (2) Three (3) and Four (4).

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Stonebridge Subdivision is hereby established. The Committee shall consist of three members, designated as hereinafter set forth. The decision of any two members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as the Developer owns any vacant lot in the Subdivision.

5. ARCHITECTURAL CONTROL

No building, outbuilding or other structure, swimming pool, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any lot in Stonebridge Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three (3) sets of plans [including building construction plans, plat of survey (showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed), grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the lot owner as evidence of such approval, one copy of which shall be transmitted by the lot owner to the local building inspector, prior to obtaining the necessary permits. Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the lot owner.

In passing upon the plans and specifications, the Committee may

take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other lots in the Subdivision as the Committee may deem appropriate. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

6. DWELLINGS AND OTHER STRUCTURES

All lots shall be used only for single family residential purposes and the construction of one single family detached dwelling on each lot. All structures (principal or accessory) shall be designed by a home designer, registered architect or equally qualified individual or firm.

To create a diverse group of residential design and to avoid the monotony of duplication, it is also the specific criteria of design to assure that there is a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another. Toward this end, the Architectural Control Committee will evaluate and approve the use of a particular architectural style of home on any given lot in the Stonebridge Subdivision residential community. In making that evaluation the Architectural Control Committee will consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity of one another. The Architectural Control Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any lot in the Subdivision, and reserve the use of said design for said lot, prior to receiving the actual plans as required pursuant to Paragraph 5 above. Any such conceptual approval and/or reservation may be rescinded by the Architectural Control Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Paragraph 5 above prior to the expiration of said notice period.

The front exterior elevation of residences with a side entry garage shall be at least 25% brick or stone and the front exterior elevation of residences with a front entry garage shall be at least 35% brick or stone. Exposed poured concrete or concrete block no greater than twelve (12) inches shall be permitted on any residence. Where block or concrete would otherwise be exposed, it must be covered by the exterior building material. The roofing on all dwellings shall consists of wood shakes, tile or 30 year dimensional shingles with a minimum pitch ratio of 8:12 for one-story and one and one-half story residences, and 6:12 for all other residences. In no event shall conventional asphalt shingles be permitted.

All residences shall include an attached garage containing a minimum of Six Hundred (600) square feet. Whenever possible garage doors are to be located so as to avoid a front or street exposure

orientation.

Each house shall contain sufficient garage space to curtail the need for the construction of an accessory storage building or other structure which is detached from the residence. No accessory building is permitted other than for a swimming pool accessory building, and same shall be of the same materials and architectural design as the principal residence and shall always be kept in the same color scheme as the residence structure. A swimming pool accessory building may be permitted or denied at the sole discretion of the Architectural Control Committee. In no event shall more than one (1) swimming pool accessory building be constructed on any lot. In no event shall any swimming pool accessory building exceed One Hundred Fifty (150) square feet of floor space. If the Architectural Control Committee does grant permission for a swimming pool accessory building, the Architectural Control Committee shall have the right to require landscape screening of same.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Stonebridge Subdivision shall have a minimum square footage of living space as follows:

A. One story houses shall have a minimum square footage of living space of not less than One Thousand Eight Hundred (1,800) square feet.

B. One and one-half story houses shall have a minimum square footage of living space of not less than Two Thousand Two Hundred (2,200) square feet.

C. Two story houses shall have a minimum square footage of living space of not less than Two Thousand Two Hundred (2,200) square feet.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways and similar additions) of the exterior walls. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions. Square footage of living space shall not include any space for which the floor is located below grade.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Architectural Control Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one (1) year period and shall be ready for occupancy within that period.

Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the owner of such lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the lot owner shall be responsible to see that his contractor maintains a constant cleanup of all scraps, paper and other waste materials, and that all access to the site is through the approved driveway, and by no other means or way. In the event that the owner or his contractor shall fail in this responsibility, the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and shall be entitled to collect from the Lot owner all expenses for same incurred by the Developer.

During any earth moving activities for structures and/or appurtenant structures, erosion control practices shall be installed to prevent sediment from leaving the immediate construction area and/or lot.

9. PRESERVATION OF TREES

No existing live tree with a diameter of eight inches or more at a height four feet above ground shall, without approval of the Architectural Control Committee be cut down, destroyed mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by well or islands and proper grading in such a manner as may be required by the Architectural Control Committee. Existing live trees with a diameter of eight inches or more at a height of four feet above the ground shall be considered by the Architectural Control Committee in granting approval for the location of the house, driveway and any and all other structures on any lot.

10. BUILDING SETBACKS

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific lot.

Therefore, although the minimum building offsets (unless otherwise noted on recorded plat) are:

Thirty (30) feet from all street property lines
Ten (10) feet from all side property lines,
Thirty (30) feet from all rear property lines, and
Ten (10) feet from wetlands.

Such site plan for each lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee, in its sole discretion, may alter the

offsets to the minimum allowed by the City of Muskego if it determines, in its sole discretion, that site conditions so require.

11. DRIVEWAYS

The owner of each lot shall, within one year of the date of issuance of an occupancy permit for a residence on a lot, install a hard surface driveway.

12. HEIGHT OF GRADE

Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the City of Muskego Engineer on file in the office of the City of Muskego Clerk. The Developer and/or the City of Muskego and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

13. NUISANCES

No noxious or offensive activities shall be carried on upon any lot or Outlot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

14. STORAGE TO BE IN PERMANENT STRUCTURES

No overnight outside storage of vehicles, boats, motor-cycles, snowmobiles, trucks, trailers, tractors, recreational vehicles or other paraphernalia shall be permitted on any lot, except that the Architectural Control Committee, in its sole discretion, may permit the regular overnight parking of one (1) or more private passenger vehicles on the driveway of any lot. A private passenger vehicle is defined as an automobile, pick up truck and/or van which is fully licensed and operable and is in regular use as a private vehicle. A private passenger vehicle does not include any vehicle which contains any signage indicating that it is used for business purposes, nor does it include any pick up truck or van used for trade or business purposes, including but not limited to a contractor's vehicle or a delivery vehicle.

In arriving at a decision of whether or not to permit the regular overnight outside parking of a private passenger vehicle, the Architectural Control Committee may take into consideration the appearance of the vehicle for which approval is sought. Regular overnight parking of any private passenger vehicle on any driveway on any lot is expressly prohibited unless and until approval for same is granted by the Architectural Control Committee. All inside storage on any lot shall be in a permanent building which has been constructed with the approval of the Architectural Control Committee. No storage of any vehicles, boats, motorcycles, snowmobiles, trucks, trailers, tractors, recreational vehicles or other paraphernalia shall be permitted on the

Outlots at any time.

15. UTILITY RESTRICTIONS

No exterior fuel tank(s) shall be permitted on any Lot, either above ground or below ground.

All Lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the Owner of said Lot.

16. ANIMALS AND LIVESTOCK AND POULTRY

No animals may be raised, bred or kept on any lot or Outlot except that dogs, cats, or other household pets may be kept on a lot providing they are not kept, bred or maintained for any commercial purposes. By way of enumeration, and not by way of limitation, the term "household pets" does not include livestock, poultry, horses, goats or pigs of any kind.

17. SIGNS

No signs of any kind shall be displayed to the public view on any lot except one sign not more than two square feet in size identifying the property of the owner, one sign not more than five square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial lot sales in the Subdivision, or one or more Subdivision entrance signs erected by the Developer and/or by the Association. No sign of any kind shall be displayed to the public view on the Outlots without the express consent of the Developer.

18. LAWN AND YARD

Each owner shall maintain such owner's lot at its sole expense. All buildings, improvements and landscaping shall be kept in good repair and a clean condition, including without limitation the mowing of lawns, trimming of plants, repainting and repair of structures, removal of snow and ice from drive and walk areas, repairing of drive and walk surfaces and such other measures so as to maintain a clean and orderly environment with the Subdivision in accordance with the declared general purpose of the Declaration. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept on a Lot, except in sanitary containers.

19. ANTENNAE

No exterior antennae (other than a dish type antennae not exceeding

twenty-four (24) inches in diameter) shall be permitted without the approval of the Architectural Control Committee, which permission may be denied in the sole discretion of the Committee. In reviewing a request for an exterior antennae, the Committee shall take into account the location and visibility of the antennae as to whether it may be seen by adjacent lot owners or persons moving in any public street or open space area. In no event shall any dish type antennae in excess of twenty-four (24) inches in diameter be allowed anywhere in the Subdivision. Dish type antennas not exceeding twenty-four (24) inches in diameter are, however, expressly permitted, providing no more than one (1) such exterior small dish antennae shall be located on any lot.

20. FENCES

No fencing shall be allowed on any lot without the prior approval of the Architectural Control Committee. In reviewing any request for a fence, the Committee shall take into consideration the height, materials, color and appearance, as well as the goal of preserving the open natural feeling of the Subdivision.

21. DECORATIVE WELCOMING LIGHTS

A light post and dusk to dawn lantern shall be installed by the lot owner, at the lot owner's expense, prior to the issuance of an occupancy permit for the principal residence. Said light post and lantern shall, unless otherwise permitted by the Architectural Control Committee, in its sole discretion, be located a minimum of five (5) feet and a maximum of ten (10) feet from the street right-of-way and adjacent to the driveway. Said light shall be elevated at a height of not less than six (6) feet, have a maximum wattage of fifty watts high pressure sodium (HPS), and shall be illuminated by the lot owner from dusk to dawn by means of photo cell. All such light posts and lanterns shall be of the size, style and color specified by the Architectural Control Committee, so that all such light posts and lanterns have a uniform appearance through out the Subdivision.

22. MAIL BOX

All mail boxes and mailbox support posts shall be of uniform size, style, color and materials, as determined by the Architectural Control Committee.

23. EASEMENTS

The Developer may at its sole discretion grant easements to the public utilities that will service the lots at Stonebridge Subdivision.

24. SWIMMING POOLS

In ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet city and county ordinances and specifications.

The terms in ground and above ground are terms that shall classify pool products. Pool manufacturer data shall be reviewed by the Architectural Control Committee to ensure product is not an above ground pool product. Round configurations are not allowed. All pool products sold as above ground pools or on ground products are expressly prohibited.

The entire outer perimeter walls of pool shall be completely backfilled.

Installation method shall not void pool manufacturer's warranty.

25. ZONING AND BUILDING RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations, and ordinances of the City of Muskego, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any City, County, State or Federal law or regulation, the more restrictive provisions shall apply.

26. OUTLOT(S)

Developer shall own Outlot Two (2). Outlots One (1), Three (3) and Four (4) as shown on the Plat for Stonebridge Subdivision are hereby established as a common area for the use and benefit of the owners of all lots in the Subdivision, and their respective guests and invitee's. Each owner shall have an equal undivided interest in Outlots One (1), Three (3) and Four (4) only, and all deeds and other conveyances of any lot in the Subdivision shall be deemed to include the equal undivided interest in said Outlots, whether or not so specifically stated in any such deed or other conveyance. The Owner's Association to be established as set forth in this Declaration shall be responsible for the management and maintenance of Outlots One (1), Three (3) and Four (4), and shall be entitled to establish reasonable rules and regulations regarding the use of said Outlots, which rules and regulations shall apply equally to all lot owners and their respective guests and invitee's. Such rules and regulations may be established either by majority vote of the Board of Directors of the Association, or by majority vote of the Association membership, provided, however, that the Board of Directors shall not be entitled to amend, modify, or rescind any rule or regulation established by majority vote of the Association membership. The Association shall further have the right to grant easements on, over and across said Outlots.

The following activities on Outlots One (1), Three (3) and Four (4) are expressly prohibited unless and until the Association and/or the Board of Directors of the Association establishes express rules and regulations permitting same, in which event such use shall be subject to the rules and regulations as so enacted:

A. Household pets are prohibited from being on the Outlot unless and until permitted by rules and regulations.

B. No motorized vehicles of any type, including but not limited to all-terrain type vehicles, snowmobiles, motorcycles, automobiles, trucks and other on-road or off-road type vehicles may be used or ridden on the Outlot at any time, unless permitted by the rules and regulations, and/or except as may be used or authorized by the Association or the Board for the purpose of maintaining the Outlot.

The foregoing provisions shall not be interpreted so as to require the Association or the Board to enact rules or regulations allowing any of the foregoing uses at any time. Further, the foregoing provisions shall not be interpreted so as to prohibit the Association or the Board from enacting rules or regulations prohibiting other uses of all or any portion of the Outlot.

The Developer may retain title to or may convey Outlot 2 to anyone it chooses. Until Outlot 2 is developed, it will be subject to the restrictions in the second paragraph of this Section; it will not be charged with any assessments. The Developer may develop and use Outlot 2 in any manner that is permitted by the City. If in the future the Developer combines Outlot 2 with other adjacent property, the Developer may either (a) bring such other property into this Declaration, or (b) remove Outlot 2 from this Declaration. The Developer may do so by filing an amendment to this Declaration specifying how Outlot 2 and such adjacent property are to be treated under this Declaration.

27. PARADE OF HOMES

Developer discloses that Developer may arrange for the Subdivision or any phase thereof to be included in a "Parade of Homes" or similarly titled event in which members of the public are invited to inspect, at one time, a number of Lots improved by Buildings constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slow downs and large crowds, and may continue for a period of several weeks. By acceptance of a deed or other conveyance to a Lot, an Owner is deemed to acknowledge the possibility of such an event and is deemed to have waived any objection to the issuance of any municipal permits required for such event. Developer is not, however, required to include the Subdivision in any such event, and may base its decision of whether or not to do so on Developer's individual needs.

28. DEVELOPER RESERVATION

Developer reserves the right as to any Lot to remove such Lot from the lands covered by this Declaration, by so indicating upon the deed by which conveyance of such lot is made from Developer to a purchaser.

29. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least thirty-one (31) lots in the Subdivision, provided, however, so long as the Developer owns any lot in the Subdivision no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. In the event there is more than one (1) owner of any lot in the Subdivision, the execution of any amendment by any one (1) or more of said owners of such lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such lot join in the execution of such amendment, unless such other owner or owners of said lot have recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, prior to the date of execution of such amendment by any other owner of such lot, a notice setting forth the fact that approval of any amendment on behalf of such lot shall not be effective without the approval of the owner filing such notice.

30. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer and/or by any Lot owner in the Subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement.

31. TERM

These restrictions shall run with the land and be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration is recorded. Following the initial forty (40) year period, these restrictions shall be automatically renewed for a subsequent forty (40) year period, and for subsequent forty (40) year periods thereafter, unless prior to the expiration of a forty (40) year period seventy-five percent (75%) of the owners of lots in said Stonebridge Subdivision agree to terminate these restrictions, and written proof of the agreement to terminate these restrictions is given to the City Board of the City of Muskego, and only if the City Board approves the termination.

32. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which

shall remain in full force and effect.

33. OWNER'S ASSOCIATION

An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the Subdivision, and for the purpose of managing, controlling and maintaining the common areas. Said Association shall be established as follows:

A. The Association shall be established as a non-stock, non-profit corporation. Each Lot owner shall be a member of the Association, and each lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each lot.

B. The Association shall be governed by a Board of Directors consisting of three (3) directors, who shall act by majority vote. So long as any vacant lot in the Subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each lot in the Subdivision shall be subject to assessment by the Association for a share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the lot, and, except as set forth below with respect to Waukesha County and/or the City of Muskego, the personal obligation of the lot owners, until paid. Each lot shall be responsible for an equal share of said expenses. In the event Waukesha County and/or the City of Muskego become owners of any lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the City with respect to fees or assessments imposed by this Declaration. Further, in the event Waukesha County and/or the City of Muskego become owners of any lot through the tax delinquency process, neither the County or the City shall have any personal obligation for the payment of Association assessments.

D. The Articles and By-Laws of the Association shall contain such additional provisions, as Developer may deem appropriate at the time of establishment of the Association.

E. Said owner's association shall continue, as a non-profit corporation in good standing with the Secretary of State of Wisconsin for so long as these restrictions are in effect.

34. COMMON AREAS

The Owner's Association has the responsibility of properly maintaining all common areas within the Subdivision and properly

maintaining all signage identifying the Subdivision. In the event the Association does not properly landscape or maintain any common area or properly maintain any signage, the City of Muskego may send written notice to the Association indicating that the City has determined that the common areas and/or signage are not being properly landscaped and/or maintained and further indicating the City of Muskego will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the common area is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the City of Muskego shall then have the authority to landscape and/or maintain any such common area referred to in said notice and shall have the right to charge the lot owners on a pro-rata basis for any costs incurred by the City as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.60 (16), Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the City of Muskego, charges shall become a lien upon the lot owner's lot as provided in Section 66.60 (15), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.60 (16), Wis. Stats.

The Common Areas are identified as:

1. Outlots One (1), Three (3) and Four (4);
2. Permanent sign(s).

35. CONSERVANCY/WETLAND PRESERVATION AREA

The Subdivision Plat for Stonebridge sets forth areas identified as Conservancy and/or Wetland Preservation Area. Said areas are subject to the following restrictions, with which all lot owners and the Association shall strictly comply:

1. The Association shall have the right, but not the obligation, to promulgate rules, restrictions, or regulations regarding the time, manner and types of access and/or use with respect to these areas. The Association shall have the power, but not the obligation, to enforce such rules, restrictions and regulations under this Declaration.

2. Restrictions applicable to the area identified as Conservancy and/or Wetland Preservation on the Plat:

   i. Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, the Wisconsin Department of Natural Resources and Army Corp. of Engineers.

   ii. The removal of topsoil or other earthen materials shall be prohibited.

iii. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited with the exception of the removal of exotic or invasive species, or dead, diseased or dying vegetation at the discretion of lot owner, or forester or naturalist and the approval of the Waukesha County Department of Parks and Land Use.

iv. Grazing by domesticated animals, i.e., horses, cows, etc., shall be prohibited.

v. The introduction of plant material not indigenous to the existing environment of the Conservancy/Wetland Preservation Area shall be prohibited.

vi. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps. of Engineers.

vii. Construction of buildings is prohibited.

36. MAINTENANCE OF DRAINAGE EASEMENTS

The Subdivision Plat of Stonebridge sets forth areas identified as Drainage Easements. Said Drainage Easements shall be maintained by the respective lot owner. The lot owner shall maintain said easements in an unobstructed condition so as to maintain their intended purpose. Construction of any building, grading or filling in said easements is prohibited. The lot owners grant to the City of Muskego the right, but not the responsibility, to enter upon said easements in order to inspect, repair or restore said easements to their intended purpose. Expenses incurred by the City for inspection, repair or restoration of any said easements may be placed against the tax roll for said lot owner and collected as a special charge by the City.

37. NO FEES OR SPECIAL ASSESSMENTS IN EVENT OF TAX FORFEITURE

Neither Waukesha County nor the City of Muskego shall be liable for any fees or special assessments in the event that Waukesha County or the City of Muskego become the owner of any lots in the subdivision by reason of tax delinquency.

(Signature on next page)

SIGNATURE PAGE FOR
DECLARATION OF RESTRICTIONS
FOR
STONEBRIDGE SUBDIVISION

IN WITNESS WHEREOF, I have hereunto set my hand ad seal this 1st day of March, 2004.

Harmony Homes, Inc., Developer
Bryce P. Styza, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this 1st day of March, 2004, the above named Bryce P. Styza, President, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC
GLENDA R. SCHEEL-WEIDNER
STATE OF WISCONSIN

Glenda R. Scheel-Weidner
Notary Public, Waukesha County
My commission expires May 7, 2006

Drafted by and Return to:
Bryce P. Styza, President
Harmony Homes, Inc.
P.O. Box 966
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