

DECLARATION OF RESTRICTIONS

FOR THE PINES SUBDIVISION

This Declaration is made this 22 day of Nov., 2000 by SHK, LLC, hereinafter the "Developer".

WHEREAS, Developer is the owner of the property known as The Pines Subdivision, in the Village of Dousman, Waukesha County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer desires to subject the residential Lots (except Lots 15 and 16) and Common Outlets in The Pines 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 described on the attached Exhibit A, and such additional lands as Developer may hereafter elect to include in this Declaration of Restrictions, by one or more amendments hereto, 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, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A. Developer expressly reserves the right to subject additional lands to this Declaration of Restrictions. This right to add additional lands shall continue in effect until such time as Developer no longer owns any vacant Lot in the Subdivision. Each time Developer elects to add additional lands. Developer shall record an amendment to this Declaration of Restrictions so as to include herein such additional lands. This Declaration of Restrictions shall become effective as to all added lands upon the recording of the amendment therefor. No such amendment shall change the ownership of any Common Outlet as established by any Subdivision Plat or Certified Survey Map. however, upon the recording of each amendment adding lands, the Association shall have the obligation to maintain, and the Association shall have the right to manage and control the use of, all Common Outlets within the original Plat for The Pines Subdivision and/or within any added lands, and the Owners of all Lots subject to this Declaration of Restrictions shall share equally (through the Association) in all costs of managing and maintaining all Common Outlets. Further, upon the recording of each such amendment, easements shall be deemed to have been granted with respect to the use of all Common Outlets subject to

this Declaration of Restrictions, such that the Owners of all Lots subject to this Declaration of Restrictions shall have an equal right subject to the provisions hereof to the use of each and every Common Outlet whether or not they have an actual ownership interest therein. All decisions regarding whether or not to add additional lands shall remain at the sole option and discretion of Developer. Notwithstanding any other provision of this Declaration of Restrictions regarding amendment hereof, any and all amendments hereto adding additional lands need be executed only by the Developer.

The terms "The Pines Subdivision", "The Pines Development" and "Subdivision", as used in this Declaration of Restrictions, are initially defined as the property described on the attached Exhibit A. Upon the recording of any amendment hereto adding additional lands, each of said terms shall be deemed to include the added lands, whether or not all or any pan of such added lands consist of property within the boundaries of any recorded Subdivision Plat. Said terms do not include, and this Declaration of Restrictions shall not apply to, Lots 15 or 16 as shown on the Subdivision Plat for The Pines Subdivision, or to those Outlots designated on the Subdivision Plat for The Pines Subdivision, or on any Subdivision Plat or Certified Survey Map for any added lands, as being dedicated to Waukesha County and/or the Village of Dousman.

The term "Common Area" shall be deemed to include any outlet held in undivided fractional ownership by individual Lot Owners, as required by the provisions of any plat, certified survey map and/or subdivision development approval, and any signage and/or landscaping easement established for the common benefit of Lot Owners.

The term "Common Outlet" shall be deemed to include any outlet held in undivided fractional ownership by individual Lot Owners, as required by the provisions of any plat, certified survey map and/or subdivision development approval.

The term "Lake" is defined as the pond located on Outlot 12, as set forth on the recorded Plat for The Pines Subdivision.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that The Pines 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 a final approval. The term "Lot" as used in this Declaration of Restrictions shall be construed to mean only the residential Lots subject to this Declaration of Restrictions, and shall not include any Common Outlots. With respect to Lots fronting on the Lake, the area between the house and the lakeside Lot line is the rear yard, and not the front yard. The front yard on all Lots is the area between the front of the house and the roadside Lot line.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for The Pines Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the 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; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after Developer no longer owns any vacant Lot in the Subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the Tax Roll.

5. ARCHITECTURAL CONTROL

No building, 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 the Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans, site plans, 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. 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, unless subsequent changes are approved by the Architectural Control Committee.

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. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. 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.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility' in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility' of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single family residential purposes and the construction of not more than one single family residential building on each Lot. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity- so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the Subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence. 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, and/or if the Committee rejects the plans so submitted.

The exterior siding of all dwellings shall consist of natural wood siding, natural stone, brick and/or stucco. In addition to the foregoing, exterior siding may consist of double-4 metal or vinyl siding providing three and one-half inch or larger cedar board or cedar board designed vinyl or metal material acceptable to the Architectural Control Committee is used on the corners of the dwelling, and providing that the architectural integrity of the home is not adversely affected by the use of such metal or vinyl siding. No other types of metal or vinyl siding shall be permitted. Further, the Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the Subdivision. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone. The roofing of all dwellings shall consist of wood, tile, or fully dimensional asphalt shingles. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the Subdivision. Unless otherwise approved on a case-by-case basis by the Architectural Control Committee, in its sole discretion, all roofs shall have a minimum 6/12 pitch.

All homes shall include an attached garage with a minimum of 500 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than 3 cars. All garages shall be equipped with automatic garage door openers for all overhead doors. Unless otherwise approved on a case-by-case basis "by the Architectural Control Committee, in its sole discretion, all garages shall be side entry garages.

Storage structures and other auxiliary structures may be permitted or denied at the sole discretion of the Architectural Control Committee. No storage or other auxiliary structure shall be located other than in the rear yard. If one or more such outbuildings are permitted, the Architectural Control Committee shall have the right in its sole discretion, to require that same be of the same materials and same architectural design of the residence structure. Unless otherwise permitted by the Architectural Control Committee at its sole discretion, all outbuildings shall always be kept in the same color scheme of the residence structure. No outbuilding shall be permitted in any drainage easement area.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

A. Houses constructed in The Pines Subdivision shall have a minimum square footage of living space as follows:

i. One-stop, houses shall have a minimum square footage of living space of not less than 1,700 square feet.

ii. One and one-half story and two story houses shall have a minimum square footage of living space of not less than 1,900 square feet, with not less than 1200 square feet of living space on the first floor. If the total square footage of a one and one-half story or two-story house is not less than 2,200 square feet, the minimum square footage of living space on the first floor may be reduced to not less than 1,100 square feet.

iii. Split level houses (three or more levels) shall have a minimum square footage of living space of not less than 2,100 square feet, with not less than 1,400 square feet total on the upper two levels.

v. No bi-level houses shall be allowed in the Subdivision.

B. Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split-level) be counted for purposes of determining minimum square footage of living space. 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.

C. The Architectural Control Committee, in its sole discretion, may grant approval for any house on any lot with square footage of up to ten percent (10%) less than the minimum required above, provided, however, in no event shall any house be constructed on any lot with square footage below the minimum standards of the Village of Dousman.

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 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 or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and that all access to the site is through the approved driveway, and by no other means or way. It is required that the Lot Owner's contractor have a dumpster on site during construction. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. 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 to obtain reimbursement for the expense incurred by the Developer, as set forth in Paragraph 9 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

9. FAILURE TO COMPLY

In the event the Lot Owner and/or his or her contractors fail to comply with the cleanup requirements and/or the use of the approved driveway, and/or repair of any damaged drainage facilities and/or public right-of-way, and in the event the Developer, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the Village of Dousman for same, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses incurred by Developer for such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable actual attorney's fees. In the event the Lot Owner and/or the Lot Owner's contractors fail to comply with the architectural or other requirements or provisions of the Declaration, and in the event Developer retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses, including but not limited to reasonable actual attorney's fees, incurred by Developer with respect to such enforcement.

10. 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 wells 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 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. The landscape plan for each Lot shall include not less than two (2) trees in the front yard, each of which shall have a trunk diameter of not less than two inches at a height four feet above the ground surface.

11. 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.

The 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, setbacks and/or offsets greater than those set forth on the Subdivision Plat, and/or as otherwise required by applicable ordinances and/or restrictions, may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the Village of Dousman if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require.

12. DRIVEWAYS

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

If the driveway is installed as a concrete driveway, the concrete shall be installed no closer than six (6) feet to the traveled portion of the roadway, and the area between the concrete drive and the traveled portion of the roadway shall be paved with asphalt. Further, driveway pavement installed within ten (10) feet from the traveled portion of the roadway shall have a rise of not more than five (5) inches. No headwalls shall be constructed on the ends of any culvert unless the Lot Owner obtains the express written permission for the installation of same from the Village Engineer of the Village of Dousman and obtains design approval for same from the Architectural Control Committee.

13. HEIGHT OF GRADE

No owner of any Lot or Outlet nor any person or persons claiming under him, shall or will at any time alter the grade of any Lot or Outlet from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village

Clerk, unless and until the property owner shall first obtain the written approval of the .Architectural Control Committee and the Village of Dousman Planner for such grade alterations.

In order to obtain this approval it shall first be necessary for the property owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent Lot Owner as regards drainage or their viewing of unreasonable slope treatment.

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 VILLAGE Engineer on file in the office of the VILLAGE Clerk. The Developer, the Owner's Association and/or the VILLAGE 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.

14. NUISANCES

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

15. STORAGE RESTRICTIONS

No outside storage of boats (except as expressly permitted as set forth below), motorcycles, snowmobiles, all-terrain vehicles, motor homes, recreational vehicles, trailers, tractors or other paraphernalia shall be permitted on any Lot. No outside storage of any truck larger than a one ton pickup truck shall be permitted on any Lot. No outside storage of any type of truck used as a commercial vehicle containing any type of signage shall be permitted on any Lot. Except for boat storage on or adjacent to the Lake by adjoining Lot Owners, as set forth below, there shall be no outside storage on any Common Outlot unless expressly permitted by the Association. On any Lot containing frontage on the Lake, the provisions of this section shall not prohibit the storage of boats on the Lake, or on the shore of the Lake, providing such boat is appropriate for use on the Lake, and providing such storage is for the purpose of reasonably facilitating the use of the boat on the Lake. The Association shall have the right to establish reasonable rules and regulations regarding storage of boats on the Lake and/or the shore of the Lake, which regulations may include, but are not necessarily limited to. restrictions on the number of boats allowed per Lot, the type of boats allowed, and/or the manner of storage.

16. UTILITY RESTRICTIONS

No exterior fuel tanks, including but not limited to fuel oil tanks, propane gas tanks and/or motor vehicle fuel tanks, whether above ground or below ground, shall be permitted on any Lot or Outlet.

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. Cable television lines, if installed, shall be by means of underground installation only. 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.

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals may be raised, bred or kept on any Lot or Outlet other than dogs, cats, or other household pets providing they are not raised, kept, bred or maintained for any commercial purpose. By way of enumeration, and not by way of limitation, the term "household pets" does not include livestock, poultry, goats or pigs of any kind.

18. SIGNS

No sign 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, or as a model home, 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 any Common Area without the express consent of the Association or its Board of Directors.

19. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. On Lots having frontage on the Lake, the Lot Owner shall maintain the area between the Lot line and the water surface of the Lake, and that portion of the berm surrounding the Lake which is located on or adjacent to the Lot Owner's Lot. In addition to mowing, the Lot Owner shall keep these areas free of debris and in all other ways properly maintained.

20. ANTENNAE

No exterior antennas, other than dish type antennas not exceeding 24 inches in diameter, shall be permitted on any lot.

With respect to dish antennas not exceeding twenty-four (24) inches in diameter, same shall not be attached to the front of any house, nor shall same be located in the front yard of the residence. Further, no more than one such dish type antenna shall be allowed on any Lot.

21. FENCES

It is the intention to preserve the open natural feeling of The Pines Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. Only that fencing which is purely of a decorative or landscaping nature may be installed. Fencing to meet governmental regulations with regard to swimming pools will be permitted. Properly designed and located kennels not exceeding 100 square feet in size for household pets will be approved providing they are properly screened from public view by landscaping.

22. DECORATIVE WELCOMING LIGHTS

Each Lot shall have a uniform light post and lantern, which shall be installed at the Lot Owner's expense no later than the date of issuance of the occupancy permit. Each light shall be located as directed by the Architectural Control Committee, and shall be elevated at a height of not less than 6 feet with a minimum wattage of 75 watts and shall be illuminated by the lot owner from dusk to dawn. All light posts and lanterns installed within the Subdivision shall be of such size, style and color as is determined by the Architectural Control Committee, so that all such light posts and lanterns have a uniform appearance throughout the Subdivision.

23. MAILBOX

Each Lot shall have a uniform mail box on a uniform post, which shall be installed by the Lot Owner at the Lot Owner's expense no later than the date of issuance of the occupancy permit. The design and specifications of the mail box and post, including size, style, color and materials, shall be such as is determined by the Architectural Control Committee, so that all mail boxes and mail box posts have a uniform appearance throughout the Subdivision. If the Post Office requires the use of grouped mail boxes, Developer shall have the right to elect to provide and install the mail boxes, and to collect from Lot Owners, at closing on the lot sale, a reasonable charge for providing and installing the mail boxes.

24. EASEMENTS

The Developer at its sole discretion may grant easements to the public utilities that will service the Lots at The Pines Subdivision. Upon the sale of any Lot by Developer, Developer shall be deemed to have retained said right to grant such easements at such locations on any Lot, and/or Common Outlot as may be requested by the applicable utility.

25. SWIMMING POOLS

In ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet Village and county ordinances and specifications. No above ground swimming pool shall be allowed on any Lot.

26. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all panics hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the Village of Dousman. 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 Village. County. State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the Village of Dousman. Waukesha County, the State of Wisconsin and the Federal Government.

To the extent that any specific restriction contained herein is the same as. or is substantially similar to, any specific restriction set forth in or on the Subdivision plat the Developer's Agreement, and/or any approval obtained in conjunction with the development of this Subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293. Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot Owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish Subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

27. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement has been entered into by and between the Developer and the Village of Dousman. a copy of which is on file in the office of the Village Clerk of the Village of Dousman.

28. 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 sixty percent (60%) of the Lots subject to this Declaration of Restrictions, 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. Notwithstanding the foregoing, no provision of this Declaration may be annulled, waived, changed modified or amended unless approved in writing by the Village of Dousman Village Board and the amendment and Village Board approval is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. 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. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

29. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

30. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Owner of any Lot subject to this Declaration of Restrictions, 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 by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the Subdivision 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. The foregoing one (1) year limitation shall not apply to any violation relating to failure to establish and/or maintain proper grading and/or with respect to changes in grade made without obtaining all required approvals. Nothing herein contained shall be construed so as to require that the Developer or the Owner's Association undertake any enforcement action.

31. TERM

These restrictions shall run with the land and shall 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 of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats., but including any future amendments, modifications or re-numbering of that section).

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 common areas, common improvements and common easements. Said Association shall be established as follows:

A. The Association shall be established as either a non-profit corporation or a non-profit association. Each Lot Owner of a Lot subject to this Declaration of Restrictions shall be a member of the Association, and each such 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 not less than 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 subject to this Declaration of Restrictions shall be subject to assessment by the Association for an equal 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 Village of Dousman, the personal obligation of the Lot Owners, until paid. In the event Waukesha County and/or the Village of Dousman become the 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 Village with respect to fees or assessments imposed by this Declaration. Further, in the event Waukesha County and/or the Village of Dousman become the owners of any Lot through the tax delinquency process, neither the County or the Village 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. In the event any further division of any Lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential Lots within the Subdivision, and/or in the event Developer adds additional lands, each Lot so created or added shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other Lots which are subject to this Declaration of Restrictions.

34. COMMON AREAS AND DRAINAGE

The Owner's Association has the responsibility of properly landscaping and maintaining all Common Outlets and Common Areas. Subject to the provisions of Paragraph 35 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration of Restrictions so as to maintain proper drainage. In the event the Association does not properly landscape or maintain any Common Outlet and/or Common Area, and/or properly maintain drainage easement areas located within individual Lots, the Village of Dousman may send written notice to the Association indicating that the Village has determined that Common Outlets, Common Areas and/or drainage easement areas located on individual Lots are not being properly maintained, and further indicating that the Village of Dousman may perform such 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, unless the Village determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such maintenance is not performed within the time granted by the above-referenced notice, and/or if the Village determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the Village of Dousman shall then have the authority, but not the obligation, to undertake such maintenance, and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the Village as a result of said 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 Village of Dousman, such 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.

35. DAY TO DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day to day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Village of Dousman's authority of enforcement against the Association, as described in Section 34, above.

36. EASEMENTS AND RESTRICTIONS RELATING TO THE LAKE.

The following easements, restrictions and provisions apply to the Lake:

A. An easement is hereby granted and established, in favor of the Owner's Association, in that portion of any Lot which is located within the limits of the water surface of the Lake as said water surface exists from time to time. It is expressly intended that the limits of this easement area will fluctuate as the water level in the Lake fluctuates, and that the easement area will always extend to the water's edge. All members of the Association, and their respective guests and invitees, shall have an equal right to the use of the Lake for recreational purposes, subject to the restrictions set forth in this Declaration, and such rules and regulations as may be adopted by the Association from time to time. The Association shall have the right and the responsibility to maintain the Lake. Lake maintenance expenses incurred by the Association shall be a common expense of the Association.

B. An exclusive easement is hereby granted and established in favor of each individual Lot which borders Outlet 12, in that portion of said Outlet 12 located between the rear lot line of such Lot and the water surface of the Lake, as said water surface exists from time to time, and between the side lot lines of such Lot, as extended to said water surface, such that each such Lot, and the Owners thereof, shall have the exclusive right to use said area. The Lot Owner shall have the express right to exclude all other Lot Owners from the use of said area. Notwithstanding the foregoing, the Association shall have the right to enter said area at any time for inspection and maintenance purposes.

C. No motorized boats of any kind (including but not limited to boats utilizing electric motors) shall be permitted on the Lake.

D. The Association shall have the sole and exclusive right to plant or stock vegetation, fish and other aquatic life in the Lake.

E. The Association shall have the right to establish and enforce reasonable rules and regulations regarding the use of the Lake.

F. If not otherwise prohibited by applicable laws or ordinances, the Association may permit lakeside docks not extending further than 10 feet into the water, and not exceeding 300 square feet in size. If the Association does permit such lakeside docks, the Association shall have the right to establish and enforce reasonable rules and regulations regarding same, including but not limited to rules and regulations relating to location, design, materials and/or Architectural Control Committee approval. No other piers or docks shall be permitted.

G. To assist in maintaining water quality in the Lake, the Association shall have the right to establish and enforce reasonable rules and regulations with respect the use of

fertilizers, weed killers, and/or lawn chemicals on any or all Lots which drain, directly or indirectly, into the Lake. Such rules and regulations may include, but are not necessarily limited to, frequency and/or quantity of application, and/or the prohibition of the use of some or all fertilizers, weed killers, and/or lawn chemicals.

H. Pursuant to the Master Grading Plan, Developer is constructing a berm around the Lake. The owners of a Lot containing said berm are responsible for the maintenance of that portion of the berm, and the lands located between the berm and the water's edge, located on or adjacent to their Lot. If not properly maintained by the Lot Owners, the Association shall have the right and responsibility to enter upon the Lot and perform the necessary maintenance to the berm, and the lands located between the berm and the water's edge, located on or adjacent to their Lot, and the Association shall have the right to charge the Lot Owner for some or all of the cost of such maintenance. The Association shall be deemed to have a reasonable easement across each Lot which includes a portion of said berm for the purposes contemplated by this subsection. The area of the berm and the lands located between the berm and the water's edge is set forth on the Subdivision Plat for The Pines Subdivision as a Drainage Easement. In addition to the foregoing provisions, said area is subject to the provisions of Section 34 of this Declaration of Restrictions. In the event the Village exercises its right to perform maintenance within said area, pursuant to said Section 34, the Village shall be deemed to have a reasonable easement across each Lot on which the Village performs such maintenance for the purpose of performing such maintenance.

I. Notwithstanding the maintenance obligations of Lot Owners adjoining the Lake as set forth above, the Association, in its sole discretion, shall have the right to undertake maintenance or repair of any portion of Outlet 12, including lands located above the water surface, and to pay all or part of the cost thereof as a common expense of the Association.

37. GRINDER PUMPS.

The Village of Dousman will not be responsible to maintain or repair the individual grinder pump systems for each house, nor will the Village maintain a supply of spare replacement pumps for same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22 day of Nov., 2000.

SHK. LLQ Developer

EXHIBIT A LEGAL DESCRIPTION

LOTS 1 THROUGH 14, LOTS 17 THROUGH 152. OUTLOTS 1 THROUGH 6. AND OUTLOTS 8 THROUGH 12, IN THE PINES, BEING A REDIVISION OF ALL OF

LOT 1, CSM NO. 5201 AND A PART OF THE NE 1/4., THE NW 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 3 AND A PART OF THE NE 1/4 AND THE SE 1/4 OF THE SE 1/4 OF SECTION 4 AND A PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 9, ALL IN TOWN 6 NORTH, RANGE 17 EAST, VILLAGE OF DOUSMAN. WAUKESHA COUNTY, WISCONSIN.