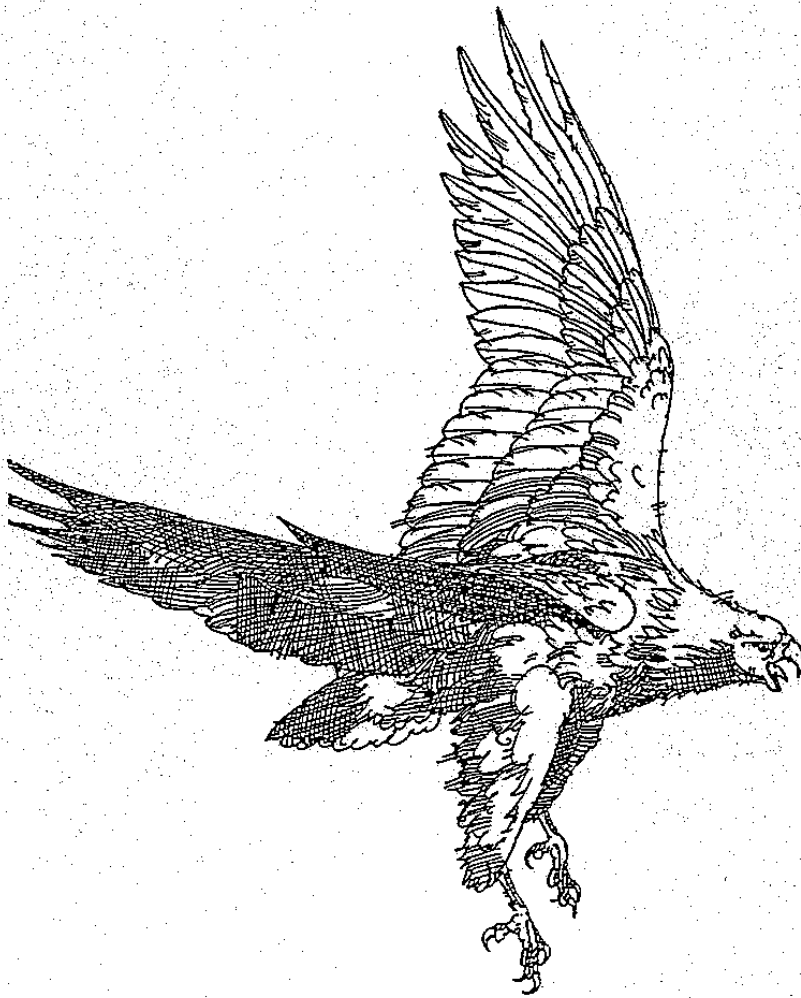


SUBDIVISION DOCUMENTS
FOR
EAGLE'S RIDGE SUBDIVISION



01/10/94

SUBDIVISION DOCUMENTS

FOR

EAGLE'S RIDGE SUBDIVISION

Developer:

Mooney LeSage Investments, Inc.
16620 W. Bluemound Road, Suite 500
Brookfield, WI 53005-5958

Sale Agent:

Mooney LeSage & Associates, Ltd.
16620 W. Bluemound Road, Suite 500
Brookfield, WI 53005-5958

414-797-9400

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1. Protective Covenants and Amendments. The Protective Covenants establish covenants and restrictions affecting the lots in Eagle's Ridge, Eagle's Ridge West and Eagle's Ridge Southwest Subdivisions (together the "Subdivision"). The Protective Covenants are included at Tab 1.
2. Articles of Incorporation. The operation of the Subdivision is governed by Eagle's Ridge Owners Association of Sussex, Inc. (the "Association"), of which each lot owner is a member. The powers and duties of the Association are specified in the Articles of Incorporation of the Association. The Articles of Incorporation are included at Tab 2.
3. By-Laws. The By-Laws contain rules which govern the Association and affect the rights and responsibilities of lot owners. The By-Laws are included at Tab 3.
4. Annual Operating Budget. The Association incurs expenses for the operation of the Subdivision which are assessed to the lot owners. The operating budget is an estimate of those expenses. The budget is included at Tab 4.
5. Architectural Review Procedure. Before you build a house on your lot, your house plans must be approved by the Subdivision Review Board. The procedure for obtaining approval for your house plans is included at Tab 5.
6. Summary of Architectural Requirements. The Developer has prepared a summary of the design requirements that your architect/builder should follow while working with you to develop your house plans. The summary is included at Tab 6.
7. Review Board Approval Form. This form must be completed and submitted to the Developer along with your proposed house plans. The form is included at Tab 7.
8. Postlight and Mailbox Procedure. You are required to purchase a standard postlight and mailbox from the Developer. The procedure for installation of your postlight and mailbox is included at Tab 8.

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WAUKESHA COUNTY, WIS } SS
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Stephen J. Chandler
REGISTER OF DEEDS

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PROTECTIVE COVENANTS

FOR

EAGLE'S RIDGE

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PROTECTIVE COVENANTS FOR EAGLE'S RIDGE

THESE PROTECTIVE COVENANTS made this 15th day of June, 1992, by
MLI/MT LIMITED PARTNERSHIP (hereinafter the "Developer");

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described herein, which property is located in the Village of Sussex, Waukesha County, Wisconsin; and

WHEREAS, Developer desires to subject the property to the conditions, restrictions, covenants, and reservations contained herein for the benefit of the property and the benefit of each owner of any part of the property, and for the purpose of creating a desirable utilization of the land in an aesthetically pleasing residential environment;

NOW, THEREFORE, the Developer hereby declares that the real property herein described shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants and reservations hereinafter set forth:

ARTICLE 1. PROPERTY SUBJECT TO PROTECTIVE COVENANTS.

1.1 Existing Property. The real property subject to the provisions of these Protective Covenants is described on Exhibit A attached hereto (hereinafter the "Subdivision" or "Eagle's Ridge"). The Subdivision is composed of one hundred and eleven (111) individual residential lots (hereinafter "Lots").

1.2 Additional Property. Developer reserves the right, at any time during the term of these Protective Covenants, to subject other real property (the "Additional Properties") to the provisions of these Protective Covenants and to add the Additional Properties to the Subdivision. The Additional Properties shall be located in Waukesha County, Wisconsin and, when added to the Subdivision, shall be adjacent to the Subdivision. Developer shall add Additional Properties to the Subdivision by recording with the Register of Deeds for Waukesha County one or more amendments to these Protective Covenants, with each amendment setting forth the legal description of the Additional Properties thereby added to the Subdivision.

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ARTICLE 2. GENERAL. The intention of these Protective Covenants is to achieve the best use and most appropriate development and improvement of each Lot within the Subdivision; to preserve, as far as is practicable, the natural beauty of the Subdivision; to guard against haphazard and inharmonious improvement of the Lots and the erection thereon of unattractive or poorly designed or poorly proportioned structures; to obtain harmonious and attractive use of material and color schemes; to encourage and secure the construction within the Subdivision of attractive homes with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and, in general to endeavor to provide for a quality development of the Subdivision.

2.1 **Disclaimer.** Although the Developer is implementing these Protective Covenants with the intentions set forth above, the Developer makes no assurances, representations or guaranty that the stated intentions of these Protective Covenants shall be achieved, or as to the ultimate value of Lots in Eagle's Ridge, or as to any stability or increase in value as a result of the imposition of these Protective Covenants.

ARTICLE 3. DEFINITIONS. The following terms as used in this document shall have the definitions set forth below:

3.1 **Association.** The term "Association" shall mean the non-profit corporation to be known as Eagle's Ridge Owners Association, Inc., which shall serve as an organization of all owners of Lots in the Subdivision, and collect assessments from Lot Owners for payment of Association obligations and maintenance of Association properties, as set forth herein.

3.2 **Developer.** The term "Developer" shall mean MLI/MT Limited Partnership.

3.3 **Dwelling Unit.** The term "dwelling unit" shall mean a living unit within Eagle's Ridge which is intended to be occupied by one family.

3.4 **Lot.** The term "Lot" shall mean an individually residential lot numbered 1 - 111 inclusive in Eagle's Ridge, as described in Exhibit A and as shown in Exhibit B attached hereto. No Lot may be further divided without the prior approval of the Plan Commission of the Village of Sussex.

3.5 **Lot Owner.** The term "Lot Owner" shall mean the current owner(s) of any Lot in the Subdivision, whose name(s) appear in the recorded deed of conveyance.

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3.6 Plans and Specifications. The term "Plans and Specifications" shall mean complete written construction plans and detailed specifications as to materials and colors for construction of any building, wall, fence, sign, pool, deck, patio or other improvement in Eagle's Ridge, including a site plan showing location of all improvements, driveways, walks, elevation and grade of the Lot and improvements, as set forth in Section 4.1.

3.7 Review Board. The term "Review Board" shall mean that board composed of three members initially appointed by the Developer to review and approve or disapprove of Plans and Specifications for construction of dwelling units and any other structures or improvements in the Subdivision.

3.8 Subdivision. The term "Subdivision" shall mean Eagle's Ridge Subdivision, which means the residential lots numbered 1 - 111 inclusive as described in Exhibit A and as shown in Exhibit B attached hereto. The Subdivision Plat for Eagle's Ridge is recorded with the Register of Deeds for Waukesha County, Wisconsin. The terms "Subdivision" and "Eagle's Ridge" does not include the Outlots shown on Exhibit B attached hereto and also shown on the Subdivision Plat for Eagle's Ridge.

ARTICLE 4. DESIGN CONTROL.

4.1 Plans and Specifications. No building, wall, fence, sign, driveway, walkway, swimming pool, deck, patio, gazebo, play equipment or other structure or improvement shall be erected, constructed or maintained upon any Lot, nor shall any change or alteration be made thereto, unless complete plans and specifications have been submitted in duplicate to, and approved in writing by, the Review Board. The plans and specifications submitted shall include, in addition to detailed construction plans, a site plan showing the exact size and location of each building, fence, wall, or other structure, the elevation thereof, the grade of the Lot, grades adjacent to the Lot, the proposed finished grade and garage floor grade for the building, sump pump discharge locations, existing mature trees on the Lot, a building elevation or rendering of the building or structure to be constructed, a detailed landscaping plan, and detailed specifications as to materials, colors (including samples) and equipment to be installed in the structure (collectively the "Plans and Specifications"). All grades shall conform to the Subdivision's Master Site Grading Plan, which is on file at the Village of Sussex. The address and telephone number of the Lot Owner and other person designated

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to receive the response of the Review Board shall be included with any submission of Plans and Specifications.

4.2 Review Board. The initial Review Board shall be composed of J. Michael Mooney, Timothy J. Wallen, and Michael S. Zimmer. The decision of a majority of the members of the Review Board shall be the decision of the Review Board and shall be final and binding upon all interested parties. The Review Board shall meet in closed sessions. Members of the Review Board shall not be entitled to any compensation from Lot Owners for services performed pursuant to these Protective Covenants. In the event of death, resignation, or refusal to act by any member of the Review Board, or vacancy on the Review Board for any reason, while any Lot remains unimproved in the Subdivision, the successor to such member shall be appointed to the Review Board by the Developer or by its successors or assigns. When all the Lots in the Subdivision have been sold by the Developer, or its successors or assigns, the Review Board shall thereafter consist of five (5) persons, who shall be the persons appointed or elected as directors of the Association as described in Section 4.3.

4.3 Submission of Plans. The owner of a Lot shall submit Plans and Specifications to the Review Board at the earlier of (i) at least fifteen (15) days prior to the time that such Plans and Specifications are submitted to the Building Inspector of the Village of Sussex for approval, or (ii) thirty (30) days prior to commencement of construction of the dwelling unit or any other improvement. Plans and Specifications must comply with the standards set forth in Section 5 herein and must be approved by the Review Board in writing prior to any application for a building permit to the Village of Sussex, and before any construction or alteration of any improvement may be commenced on any Lot. Plans and Specifications shall be submitted in duplicate to the Review Board at the following address, which address may be changed by notice in writing to the purchaser of a Lot at the time of purchase:

MLI/MT Limited Partnership
c/o Mooney LeSage Investments, Inc.
16620 West Bluemound Road
Suite 500
Brookfield, WI 53005-5958
Vice President - Development Operations

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Upon request by a Lot Owner, the Review Board shall issue a written receipt for the Plans and Specifications submitted by or on behalf of the Lot Owner, showing the date of the submission.

4.4 Review. The Review Board shall review and approve such Plans or Specifications, or disapprove those which in its judgment are not in conformity with these Protective Covenants or are inconsistent with the purposes set forth in Article 2 hereof. In reviewing the Plans and Specifications, the Review Board may take into consideration, among other things, the following:

The suitability of the proposed home or other structure in the Subdivision;

The design, layout, elevation, and the materials of which the home or improvement is to be constructed;

The harmony of the home or improvement with the surrounding homes;

The location of the improvements upon the Lot and within the Subdivision;

The exterior appearance of the home including, but not limited to, exterior materials, roofing materials and the color scheme; and

The compliance of the home or other structure with the standards set forth in these Protective Covenants.

4.5 Approval. The Review Board shall approve Plans and Specifications by letter sent to the Lot Owner at the address included in the Plans and Specifications, with a copy of such letter to the Building Inspector of the Village of Sussex. If the Review Board fails to respond to the Lot Owner with approval or disapproval of the Plans and Specifications in writing within fifteen (15) calendar days after the date shown on the receipt issued by the Review Board for the Plans and Specifications, approval of the Plans and Specifications shall be deemed granted if the Plans and Specifications are otherwise in conformity with these Protective Covenants and the applicable building and zoning codes of the Village of Sussex.

4.6 Disapproval. If the Review Board disapproves of Plans and Specifications, the Review Board shall specify the reasons for such disapproval to the Lot Owner in writing within the fifteen (15) day response period. The Lot Owner shall then be entitled to submit

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revised Plans and Specifications for review by the Review Board, in which event another receipt shall be issued by the Review Board and the fifteen (15) day review period specified in Section 4.5 above shall again be applicable.

4.7 Waiver. The Review Board shall be entitled to waive or grant a variance from the requirements of these Protective Covenants and the standards set forth herein upon written application therefor to the Review Board as a part of a submission of Plans and Specifications to the Review Board, or otherwise, for reasons deemed adequate and reasonable to the Review Board, and in consideration of the purposes of these Protective Covenants as set forth in Article 2. The decision of the Review Board shall be final and binding with regard to any waiver or variance, whether or not such waiver or variance is specifically granted by the Review Board in writing, or is a part of or necessitated by Plans and Specifications approved by the Review Board.

4.8 Erosion Control and Surface Drainage. During construction of a dwelling unit on a Lot, adequate measures shall be undertaken to comply with applicable municipal erosion control ordinances. The topography and ground elevation of each Lot shall be finished as required by the Plans and Specifications approved by the Review Board for the efficient discharge and drainage of surface groundwater and sump pump discharge throughout the Subdivision. Final grading of a Lot shall be completed within 2 months following the date of occupancy of a dwelling thereon, weather and seasonal considerations permitting.

4.9 Ground Fill on Building Site. Where ground fill is necessary on any Lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material, and shall not contain noxious materials of any kind. All fill materials shall be leveled immediately upon completion of the dwelling unit and shall be graded and contoured in accordance with the Plans and Specifications and any applicable municipal erosion control ordinance.

4.10 Building Materials. Lot Owners are encouraged to construct the exterior walls of the dwelling unit and attached garage of brick, stone, wood or other natural materials approved by the Review Board. The use of vinyl or aluminum siding may be permitted, but only when combined with natural materials including, but not limited to, wood corner caps

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and window trim. The Plans and Specifications for all dwelling units proposed to be erected, altered or modified shall specify construction materials which shall be subject to approval by the Review Board.

4.11 Preservation of Trees. No live tree with a diameter of 6 inches or more (at height of 4 feet from the ground) beyond 6 feet from the approved dwelling unit location shall be moved, removed or destroyed in any way, other than upon prior approval of the Review Board. All existing trees shall be protected during periods of construction and grading. Any trees removed or destroyed in violation of this section must be replaced with new trees acceptable to the Review Board.

4.12 Construction. During construction of a dwelling unit or any other improvement on a Lot, the construction site shall be kept free of refuse and litter, and rubbish and construction materials shall be stored on the site only as long as necessary under the circumstances. Any natural vegetation and tree debris removed during the stripping of the building pad shall be removed from the construction site immediately. Construction sites shall remain as organized and neat in appearance as possible throughout the construction period.

4.13 Completion; Occupancy. Any dwelling unit construction on any Lot in the Subdivision shall be enclosed and under roof with the finished exterior material in place within twelve (12) months after the commencement of construction. No dwelling unit shall be occupied until the exterior surfacing of said dwelling unit is completed and the Lot is finished to rough grade.

ARTICLE 5. SUBDIVISION STANDARDS.

5.1 General. All Lots in the Subdivision shall be subject to the standards set forth herein. Only one dwelling unit may be constructed upon a Lot in the Subdivision, as described in Section 5.2 below.

5.2 Unit Size. The total minimum finished living area of a dwelling unit shall be 1,700 square feet. In a bi-level or two-story dwelling unit, the minimum finished first floor living area shall be 1,000 square feet, with a minimum finished second floor area of 700 square feet. In a tri-level dwelling unit, a minimum finished living area of 1,000 square feet

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on the main level shall be required. No building or part of any building shall exceed 30 feet in height.

5.3 Unit Measurement. The square footage of a dwelling unit shall be measured along the perimeter of the dwelling unit at and above the grade (measured along the exterior walls exclusive of garages, porches, patios, breezeways and similar additions). For purposes of calculating total area, the Review Board, in its sole discretion, shall determine what constitutes a two-story, bi-level, or tri-level dwelling unit.

5.4 Setbacks. The minimum front building setback for all Lots in the Subdivision shall be 30 feet from the street right-of-way. The minimum rear building setback for all Lots in the Subdivision shall be 25 feet from the rear property line. The minimum side building setbacks for Lots in the Subdivision (on either side of the dwelling unit) shall be 10 feet from the side property lines. On a corner Lot, the front building setback shall be applicable as to both streets unless a variance is obtained from the Village of Sussex.

5.5 Driveways. Driveways shall be located at least three (3) feet from all side and rear Lot lines. Each dwelling unit shall have a separate driveway. Within 12 months of the issuance of an occupancy permit by the Village of Sussex for any dwelling unit, all driveways on the Lot must be paved with concrete, asphalt, or other hard and impervious paving substance (gravel and crushed stone are not acceptable paving substances).

5.6 Walkways. Within 12 months of the issuance of an occupancy permit by the Village of Sussex for any dwelling unit, all walkways on the Lot shall be paved with concrete, brick or other hard and impervious paving substance approved in advance by the Review Board (gravel, crushed stone and asphalt are not acceptable paving substances).

5.7 Attached Garage. Each dwelling unit shall have an attached garage for not more than three nor less than two cars. The garage shall enclose in the aggregate an area not less than 400 square feet and not more than 800 square feet. The garage must be constructed at the same time as the dwelling unit and shall harmonize with it as to design, materials and finished floor elevation.

5.8 Landscaping. All landscaping as shown in approved Plans and Specifications must be completed within twelve (12) months after the substantial completion of construction of the dwelling unit. Substantial completion shall mean issuance by the Village

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of Sussex of an occupancy permit, except in the case of model or inventory homes where substantial completion shall mean the date such home is first open for inspection to prospective buyers or is listed with real estate broker or advertised in a newspaper of general or local circulation. Landscaping must include seeding or sodding of lawns on all front, side and rear yards of the Lot, and shall include at least one (1) tree in the front yard having a minimum diameter of 2-1/2 inches at time of planting. Landscaping shall also include plantings or planting beds (including at least 12 shrubs, bushes or trees) immediately in front of, and on each side of, the dwelling unit, and additional plantings on the Lot so that a pleasing park-like appearance shall ultimately be accomplished in Eagle's Ridge.

5.9 Outbuildings and Temporary Structures. Other than dwelling units and other structures and improvements approved in advance by the Review Board pursuant to Section 4.1, no structure of any kind, including, but not limited to, any tent, shed, skateboard ramp, detached garage, garage apartment, stable, barn or kennel shall be moved onto or constructed upon any Lot within the Subdivision.

5.10 Swimming Pools/Spas. Swimming pools, hot tubs or spas may be erected, altered or modified in Eagle's Ridge only with the prior approval of the Review Board. No above ground swimming pools shall be permitted in Eagle's Ridge.

5.11 Fences and Walls. No fences or walls of any height or for any purpose shall be permitted on any Lot without the prior written approval of the Review Board. No chain link fencing of any kind shall be erected within the Subdivision. In no event shall any fence or wall be permitted to extend into the minimum setback areas specified in Section 5.4.

5.12 Motorized Vehicles. Only automobiles and other four-wheel passenger vehicles may be parked on a Lot outside of a garage in the Subdivision, and they may be parked only on driveways that have been approved in advance by the Review Board pursuant to Section 4.1. The Review Board will not approve parking slabs. No lawn or farm vehicle or equipment, recreational vehicle, trailer, boat, boat trailer or similar vehicle or equipment shall be parked or stored on any Lot other than in a garage. No commercial vehicles, including semi-trailer tractors, dump trucks, delivery trucks, and similar vehicles, irrespective of ownership, may be parked or stored on a Lot other than temporarily for the delivery of materials or merchandise, and other than during temporary periods of

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construction or remodeling upon the Lot. Motorcycles, snowmobiles, trail bikes, dune buggys, off-street motorized vehicles and recreation vehicles of any kind shall not be operated on any Lot, driveway, or parking area within the Subdivision.

5.13 Antennas/Microwave Dishes. External antennas, satellite or microwave dishes, and solar panels of any type or for any purpose may be installed and maintained on a Lot in the Subdivision only with the prior written approval of the Review Board. In no event may any satellite or microwave dish be larger than 2 feet in diameter. Any proposal for any such installation shall be submitted to the Review Board for approval, and shall show the size, location, and appearance of such installation, prior to any such installation in the Subdivision.

5.14 Postlights. Uniform postlights specified by the Developer shall be purchased by each Lot Owner from the Developer at the time of closing. Each postlight shall be installed on the Lot at the time of finished grading of the yard 3 feet from the access street right-of-way and 3 feet from the driveway to the residence. If such postlight is not so installed within nine months from the date the residence is occupied, Developer and/or the Association may, after notice, install the postlight and charge the full cost of such installation to the owner of the Lot. Each postlight shall be connected to an electrical power source at the time of installation and shall be maintained in a clean and operating condition at all times thereafter. If the postlight is not so connected and maintained, the Developer and/or the Association may, after notice, perform such connection or maintenance and charge the full cost thereof to the owner of the Lot. The Developer and/or the Association may place a lien on the property for the full cost of any such installation, connection or maintenance plus interest at the rate of ten (10%) percent per annum. Any replacement of such postlights shall be accomplished by the Lot Owner, and only with a postlight of the same specifications, height and appearance as the original postlight. The replacement shall be placed in the same location as the original postlight. No other curbside postlights may be installed or placed within the Subdivision. The postlight specified by the Developer is equipped with a photoelectric sensor; therefore, no Lot Owner may install a turn-off switch for the postlight.

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5.15 Mailboxes. Uniform mailboxes specified by the Developer shall be purchased by each Lot Owner from the Developer at the time of closing. Each mailbox shall be installed on the Lot at the time of finished grading of the yard. All mailboxes shall be installed on the Lots in accordance with the specifications of the U.S. Post Office. If such mailbox is not so installed within nine months from the date the residence is occupied, the Developer and/or the Association may, after notice, install the mailbox and charge the full cost of such installation to the owner of the Lot. The Developer and/or the Association may place a lien on the property for the full cost of such installation plus interest at the rate of ten (10%) percent per annum. Any replacement of such mailbox shall be accomplished by the Lot Owner, and only with a mailbox of the same specifications, height and appearance as the original mailbox. Paperboxes for delivery of newspapers or magazines shall be erected or attached to the mailbox or post by the publisher of such newspaper or magazine. No other mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers or magazines or similar materials shall be erected or installed by a Lot Owner.

5.16 Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows:

(a) A sign placed on the Lot by a Lot Owner or the real estate agent of the Lot Owner advertising the property for sale. Such sign shall not exceed 6 square feet in size.

(b) A sign erected by a building/contractor of a dwelling unit in the Subdivision during the time the dwelling unit is under construction. Such sign shall not exceed 6 square feet in size.

(c) Signs by an owner/contractor advertising a dwelling unit as a "model home". Such sign shall not exceed 24 square feet in size.

All of the foregoing signs shall be professional, unlit signs installed so that the bottom of the sign shall be no more than 3 feet above the ground. All signs shall be removed promptly upon sale or occupancy of the dwelling unit on the Lot. Any signs other than those listed above must receive prior written approval of the Review Board before installation. Nothing contained in this Section 5.16 shall be deemed to prohibit the

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Developer from placing such signs as it may deem necessary or desirable within the Subdivision until all Lots within the Subdivision are sold.

5.17 Animals. No animals, livestock, poultry or pigs of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets (such as canaries or parakeets) may be kept in a manner which will not disturb the quality of life and the environment of the Subdivision, provided that no animals shall be kept, bred or maintained for any commercial purposes. No more than two dogs or two cats, or one dog and one cat, shall be maintained in any household.

5.18 Garbage and Refuse Storage and Disposal. No Lot shall be used in whole or in part for the storage of rubbish in any form whatsoever, nor shall any portion of a Lot or dwelling unit thereon be used for the storage of any property or thing that will cause such Lot and dwelling unit to appear in an unclean or untidy condition or that will be offensive to community standards. All trash, garbage or waste materials shall be kept in sanitary containers either inside a garage or, when outside, in sanitary containers adjacent to the dwelling unit, suitably screened from view from streets and adjoining Lots. Outside incinerators are not permitted. No building or construction material shall be stored on any Lot outside of a dwelling unit or garage, other than during periods of actual construction or remodeling, and then only for as long as may be reasonably necessary. Each Lot Owner may store up to a maximum of one cord of wood behind and adjacent to the dwelling unit in a manner consistent with the other provisions of this Section 5.18.

5.19 Nuisances. No noxious or offensive odor, activities or conditions shall be created, conducted or permitted to exist in, on or about any dwelling or Lot, which may be, or may become, an annoyance or nuisance to the neighborhood or which may cause any noise which disturbs or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

ARTICLE 6. TERM AND AMENDMENT.

6.1 Term. These Protective Covenants shall be in full force and effect for a period of thirty (30) years from the date these Protective Covenants are recorded, after which time these Protective Covenants shall automatically be extended for successive periods of ten (10) years each. Provided, that an instrument terminating or changing these

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Protective Covenants in whole or part, if signed by Lot Owners possessing a majority of the votes available in the Association, shall be effective as of the end of the original term or ten year extension within which it is recorded.

6.2 Amendment. These Protective Covenants may be amended at any time by the signature and recording of an amendment to these Protective Covenants by owners possessing 75% of the votes available in Eagle's Ridge; provided, however that no amendment shall be effective unless such amendment is approved in writing by the Plan Commission of the Village of Sussex and, as long as the Developer owns a Lot, no amendment shall be effective unless such amendment is approved in writing by the Developer. Such amendment shall take effect upon the date of the recording thereof.

ARTICLE 7. EASEMENTS.

Developer hereby declares, creates and reserves easements over each Lot in the Subdivision. Such easements are fifteen feet in width along the front lot lines and 7.5 feet in width along the side and rear lot lines of the respective Lots, and are reserved for purposes of underground installation and maintenance of electric, gas, water, telephone, cable television lines, and such other utilities or lines and equipment as may be necessary or desirable to service Lots within the Subdivision. Developer further reserves the right to sign and record specific grants of easements to utilities or similar entities on standard terms and conditions, for a period of forty-eight (48) months after the date of recording these Protective Covenants, which easements shall in all cases be located within easement areas as described above.

ARTICLE 8. ASSOCIATION OF LOT OWNERS.

8.1 Owner's Association. The Developer shall create a non-profit Wisconsin corporation to be known as Eagle's Ridge Owners Association, Inc., referred to herein as the "Association", which corporation is to be formed for the purpose of maintaining subdivision entrance signs and landscaping, island areas in the streets, and any other real estate for which the Association is responsible together with any other amenity that may be provided by the Developer or the Association from time to time. The Association shall assess the pro rata share of the costs of such maintenance and other expenses of operation

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of the Association against the individual Lot Owners, in accordance with terms set forth in the Articles of Incorporation and Bylaws of the Association.

8.2 Membership and Voting. Each Lot Owner, whether one or more, shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of owners of the Lot (if more than one, the vote of a majority of the owners shall represent the vote of such Lot). Person(s) owning more than one (1) Lot shall have (1) vote for each such Lot owned. Membership of the Association by a Lot Owner shall terminate at such time as such Owner sells or otherwise conveys or transfers such Lot.

8.3 Directors and Officers of the Association. An initial board of five (5) directors of the Association will be appointed by the Developer. Subsequent directors will be elected as provided in the By-Laws of the Association. The officers of the Association will be elected annually by the board of directors.

8.4 Operating Budget. Commencing with the calendar year 1993 and for each year thereafter, the Association shall prepare and adopt an operating budget covering the period January 1st through December 31st of such year. The budget shall be prepared and adopted by the Board of Directors on or before September 30 in each year for the subsequent year, and shall be mailed to each Lot Owner at least fourteen calendar days prior to the annual meeting of the Association. In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, as contained in the annual budget, for the purposes of payment of costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment for taxes on any Association property, maintenance, repair, replacement and additions subdivisions entrance monuments and landscaping and to island areas in the streets, and the cost of labor, equipment, materials, management and supervision thereof.

8.5 Tax Foreclosure. In the event Waukesha County acquires title to any Lot in the Subdivision through the foreclosure of a lien for delinquent taxes, the Association assessments pertaining to such Lot shall not be charged to Waukesha County, but shall be paid by all remaining Lot Owners through increased assessments by the Association.

REF 1500 PAGE 0416

ARTICLE 9. MISCELLANEOUS

9.1 No Reversion of Title. No violation or breach of any covenant, condition, restriction or other term or provision of these Protective Covenants shall, under any circumstances, cause a Lot Owner to lose title to a Lot.

9.2 Enforcement. Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of these Protective Covenants, either to restrain violation or to recover damages, or both. Any such action may be brought by the Association, by any Lot Owner possessing a vote in Eagle's Ridge or by the Village of Sussex. Enforcement of rules and regulations of the Association may also be accomplished pursuant to terms of the Association By-Laws. Neither Developer nor the Village of Sussex shall have any obligation, at any time, to enforce all or any portion of these Protective Covenants.

9.3 Severability. Invalidity of any of the provisions of these Protective Covenants by judgement or court order shall in no way affect any other provisions herein, which other provisions shall remain in full force and effect.

9.4 Binding Effect. These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the Developer, all Lot Owners and their heirs, successors, and assigns, and any party hereafter having any interest in any of the Lots in the Subdivision, for the full term of these Protective Covenants.

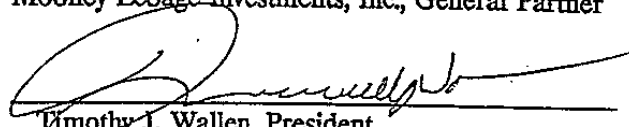
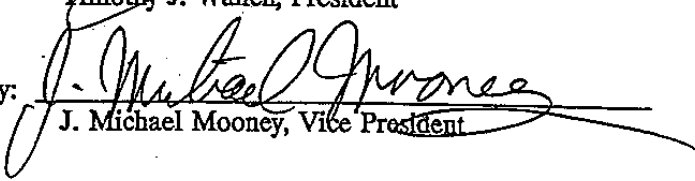
9.5 Applicable Laws. The Lot Owners are advised that they are subject to all rules, codes, regulations and ordinances of the Village of Sussex, the County of Waukesha, the State of Wisconsin and the federal government and the same may be more restrictive than these Protective Covenants.

REEL 1500 IMAGE 0417

IN WITNESS WHEREOF, Developer has signed and sealed this instrument by its duly authorized representatives.

MLI/MT LIMITED PARTNERSHIP

By: Mooney LeSage Investments, Inc., General Partner

By: 
Timothy J. Wallen, PresidentBy: 
J. Michael Mooney, Vice President

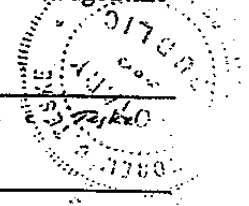
STATE OF WISCONSIN

COUNTY OF WAUKESHA

) ss
)
)

Personally came before me this 15th day of June, 1992, the above-named Timothy J. Wallen and J. Michael Mooney, the President and Vice President, respectively, of the Mooney LeSage Investments, Inc., General Partner of MLI/MT Limited Partnership, who executed the foregoing instrument and acknowledged the same as the act and deed of said partnership.

Andrew C. Teske
Notary Public, Waukesha County
State of Wisconsin
My Commission: is permanent



This was document drafted by and after recording should be returned to:

Andrew C. Teske
Mooney LeSage Group
16620 W. Bluemound Road, Suite 500
Brookfield, WI 53005

eaglerid.pc

REEL 1500 IMAGE 0418

CONSENT TO PROTECTIVE COVENANTS

The undersigned, VILLAGE OF SUSSEX, WISCONSIN, a municipal corporation, holding certain assessment liens against property known as EAGLE'S RIDGE by virtue of special assessments bond financing under Section 66.60 Wis. Stats., hereby consents to the foregoing Protective Covenants for Eagle's Ridge, made and entered into by MLI/MT Limited Partnership, as Developer, on June 15, 1992 and to be recorded in the public records of Waukesha County, Wisconsin.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the Village of Sussex, Wisconsin, by its duly authorized representatives.

VILLAGE OF SUSSEX

By: Paul Fleischmann

Print Name

& Title: Paul Fleischmann Village PresidentAttest: [Signature]

Print Name

& Title: M. Chris Swartz, Village Clerk

STATE OF WISCONSIN

COUNTY OF WAUKESHA

)
) ss
)

Personally came before me this 15th day of June, 1992, the above-named Paul Fleischmann and M. Chris Swartz, the Village President and Village Clerk, respectively, of the VILLAGE OF SUSSEX, and who executed the foregoing instrument and acknowledged the same as the act and deed of said municipal corporation.

Andrew C. Teske

Andrew C. Teske

Notary Public, Waukesha County

State of Wisconsin

My Commission: is permanent

REEL 1500 PAGE 0419

EXHIBIT A

Legal Description

Eagle's Ridge Subdivision

Lots 1 through 111 inclusive in Eagle's Ridge Subdivision, located in the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section 27, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, pursuant to Subdivision Plat recorded in the records of Waukesha County, Wisconsin in Volume 46 at Pages 186-188 as Document No. 1742676.

REEL 1500 IN 0420

EXHIBIT B
Subdivision Plat
Eagle's Ridge Subdivision
[Attached]

[illegible]

1880215

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS

6/15/93

23 SEP 10 PM 3:40
REEL 1781 IMAGE 0522
REEL _____ IMAGE _____

FIRST AMENDMENT
TO
PROTECTIVE COVENANTS FOR EAGLE'S RIDGE

1880215

This Amendment is made this 24th day of June,
1993 by MLI/MT Limited Partnership ("MLI/MT") and MLI/Trapp Limited
Partnership (MLI/Trapp").

WHEREAS, MLI/MT subjected certain real property described on Exhibit A
attached hereto (the "Eagle's Ridge Land") to the protective Covenants for Eagle's
Ridge recorded in the office of the Register of Deeds for Waukesha County,
Wisconsin on June 18, 1992 Reel 1500, Images 0399-0421, as Document No. 1742687
(the "Protective Covenants"); and

WHEREAS, Sections 1.2, 6.2 and 9.4 of the Protective Covenants grant MLI/MT
and its assigns the right to subject the Additional Properties (as defined in the
Protective Covenants) to the provisions of the Protective Covenants, and to add the
Additional Properties to the Subdivision (as defined in the Protective Covenants), by
recording an amendment to the Protective Covenants; and

WHEREAS, MLI/MT and MLI/Trapp are the owners of the Additional Properties
described on Exhibit B attached hereto (the "Eagle's Ridge West Phase I Land");
and

WHEREAS, MLI/MT and MLI/Trapp desire to subject the Eagle's Ridge West
Phase I Land to the provisions of the Protective Covenants, and to add the Eagle's
Ridge West Phase I Land to the Subdivision:

NOW THEREFORE, MLI/MT and MLI/Trapp hereby declare that the Eagle's
Ridge West Phase I Land is added to the Subdivision and shall be held, sold,
conveyed, transferred, used and improved only subject to the conditions, restrictions,
covenants and reservations set forth in the Protective Covenants, which Protective
Covenants shall be amended as follows:

1. Section 1.1 is amended to add to the "Subdivision" and Eagle's Ridge" the
real property described on Exhibit B attached to this Amendment. The
second sentence of Section 1.1 is amended to delete the words "one hundred
and eleven (111)" and substitute the words "one hundred and eighty-nine
(189)."

REEL 1781 PAGE 0523

2. Section 3.2 is amended to delete the words "MLI/MT Limited Partnership" and substitute the words "Mooney LeSage Investments, Inc."
3. Section 3.4 is amended to add to the definition of the term "Lot" the individual residential lots numbered 1-78 inclusive, and Outlot 1, in Eagle's Ridge West Subdivision, as described in Exhibit B attached to this Amendment and as shown in Exhibit C attached to this Amendment.
4. Section 3.8 is amended to add to the definition of the term "Subdivision" Eagle's Ridge West Subdivision, which means the residential lots numbered 1-78 inclusive, and Outlot 1, as described in Exhibit B attached to this Amendment and as shown on Exhibit C attached to this Amendment. The Subdivision Plat for Eagle's Ridge West is recorded with the Register of Deeds for Waukesha County, Wisconsin.
5. Section 4.3 is amended to change the mailing address of the Review Board to the following:

Eagle's Ridge Review Board
c/o MLG - Mooney LeSage Group
16620 W. Bluemound Rd., Suite 500
Brookfield, WI 53005-5958
Attn: Project Coordinator
6. Section 5.8 is amended to add after the words "front yard" the words "located at least 20 feet from any street light".
7. Section 5.15 is amended to delete the first five sentences thereof and to substitute the following: "Uniform mailboxes selected by the Developer will be installed by the Developer".
8. Article 7 is amended to add after the words "Protective Covenants" the words "(or any amendments thereto pursuant to Section 1.2)".
9. Article 8 is amended to add the following Section 8.5:

8.5 Maintenance of Landscaping. The Association shall have the responsibility of properly landscaping and maintaining all island areas in the streets of the Subdivision. In the event that the Association does not properly landscape or maintain any street island, the Village of Sussex may send

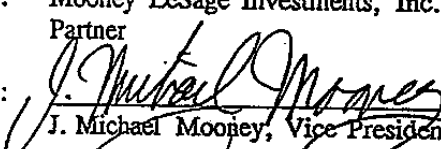
REEL 1781 IMAGE 0524

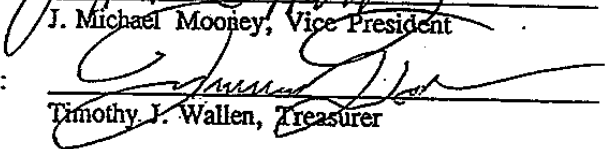
written notice to the Association indicating that the Village has determined that the street islands are not being properly landscaped and maintained and further indicating that the Village of Sussex will perform said landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of thirty (30) days to correct the problem. If any street island is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Sussex shall then have the authority to landscape and/or maintain any street island referred to in said notice and shall have the right to charge Lot Owners on a pro rata basis for any costs incurred by the Village 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 Village of Sussex, the charges shall become a lien upon that Lot Owner's lot as provided in Section 66.60 (15) and shall be extended upon the tax rolls as a delinquent tax against that Lot Owner's lot as provided in Section 66.60 (16), Wis. Stats.

IN WITNESS WHEREOF, MLI/MT and MLI/Trapp have signed and sealed this instrument by their duly authorized representatives.

MLI/MT LIMITED PARTNERSHIP

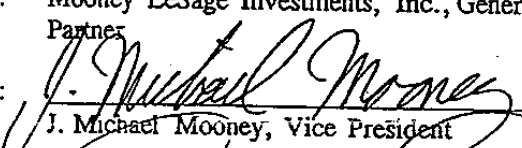
By: Mooney LeSage Investments, Inc., General
Partner

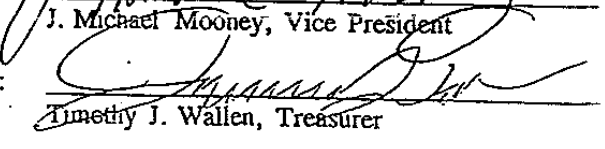
By: 
J. Michael Mooney, Vice President

By: 
Timothy J. Wallen, Treasurer

MLI/TRAPP LIMITED PARTNERSHIP

By: Mooney LeSage Investments, Inc., General
Partner

By: 
J. Michael Mooney, Vice President

By: 
Timothy J. Wallen, Treasurer

STATE OF WISCONSIN)
County of WAUKESHA) ss

Personally came before this 24th day of June, 1993 the above-named J. Michael Mooney and Timothy J. Wallen, the Vice President and Treasurer, respectively, of Mooney LeSage Investments, Inc., General Partner of MLI/MT Limited Partnership and MLI/Trapp Limited Partnership, who executed the foregoing instrument and acknowledged the same as the act deed of said partnerships.

Andrew C. Teske
Andrew C. Teske
Notary Public, State of Wisconsin
My Commission: is permanent

CONSENT TO PROTECTIVE COVENANTS

The undersigned, VILLAGE OF SUSSEX, WISCONSIN, a municipal corporation, holding certain assessment liens against property known as EAGLE'S RIDGE WEST by virtue of special assessments bond financing under Section 66.60 Wis. Stats., hereby consents to the foregoing Amendment to Protective Covenants for Eagle's Ridge, made and entered into by MLI/MT Limited Partnership and MLI/Trapp Limited Partnership on June 24, 1993 and to be recorded in the public records of Waukesha County, Wisconsin.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the Village of Sussex, Wisconsin, by its duly authorized representatives.

VILLAGE OF SUSSEX

By:

Village President

Attest:

Village Clerk

REEL 1781 PAGE 0526

STATE OF WISCONSIN)
) ss
County of WAUKESHA)

Personally came before this 8th day of SEPTEMBER, 1993 the above-named the Village President and Village Clerk, respectively, of the VILLAGE OF SUSSEX, and who executed the foregoing instrument and acknowledged the same as the act deed of said municipal corporation.


SUSAN M. FREIHEIT
Notary Public, State of Wisconsin
My Commission: 1-29-95

REEL 1781 PAGE 0527

EXHIBIT A

Legal Description

Eagle's Ridge Subdivision

Lots 1 through 111 inclusive in Eagle's Ridge Subdivision, located in the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section 27, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, pursuant to Subdivision Plat recorded in the records of Waukesha County, Wisconsin in Volume 46 at Pages 186-188 as Document No. 1742676.

ALL 1781 PAGE 0528

EXHIBIT B

Legal Description

Eagle's Ridge West Subdivision

Lots 1 through 78 inclusive, and Outlot 1, in Eagle's Ridge West Subdivision, located in part of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of Section 27, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, pursuant to Subdivision Plat recorded in the records of Waukesha County, Wisconsin in Volume 46 at Pages 348-350 as Document No. 1880214

REEL 1781 IMAGE 0529

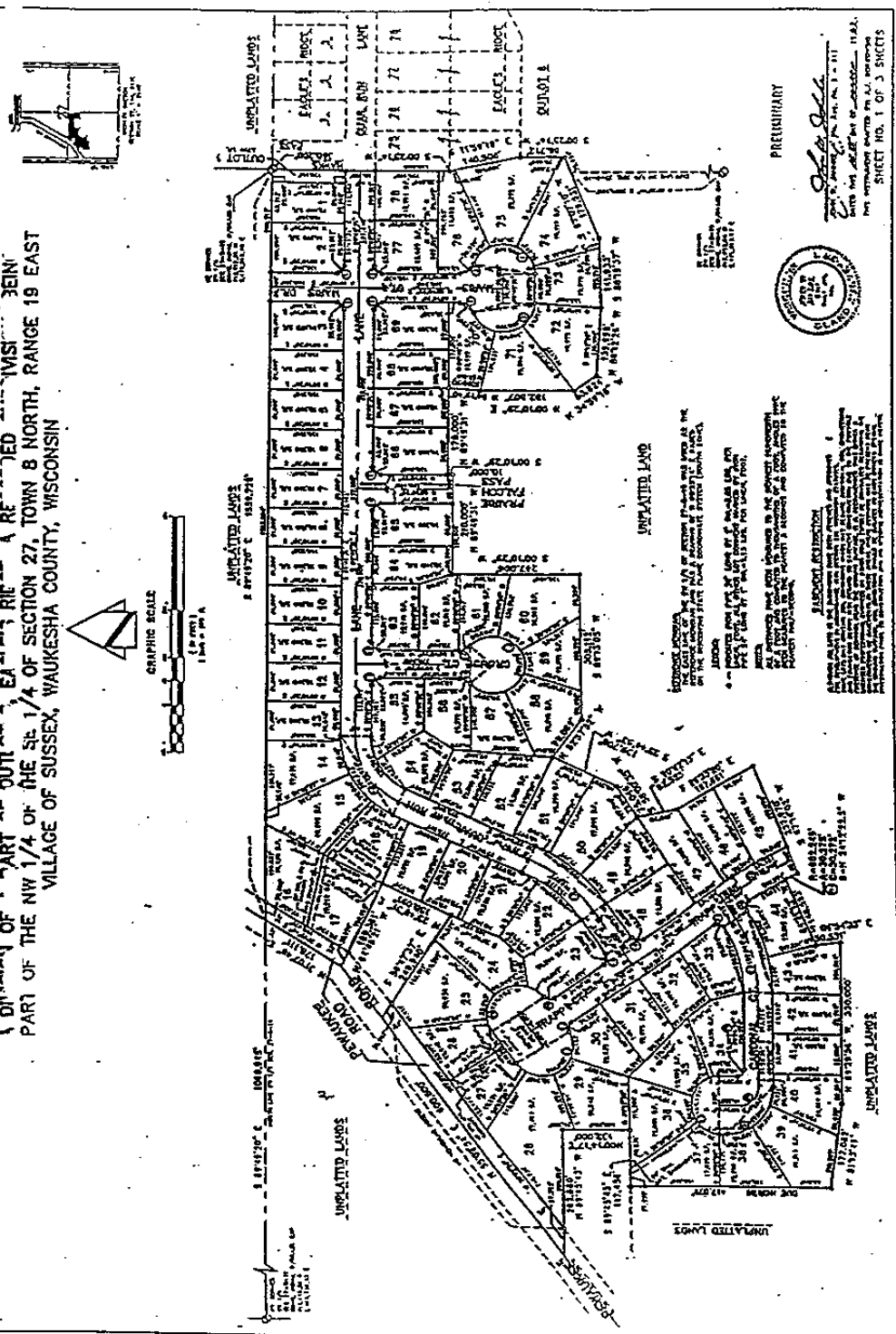
EXHIBIT C

Subdivision Plat

Eagle's Ridge West

[Attached]

A DIVISION OF PART OF OUTLOT 2, EASTING RIC A REJECTED "MSI" 3EIN"
PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN



1983004

3/21/94

MH 1966-1292

SECOND AMENDMENT
TO
PROTECTIVE COVENANTS FOR EAGLE'S RIDGE

This Amendment is made this 21 day of March, 1994 by **1983004**
MLI/MT Limited Partnership ("MLI/MT") and MLI/Trapp Limited Partnership
(MLI/Trapp").

WHEREAS, MLI/MT subjected certain real property described on Exhibit A attached hereto (the "Eagle's Ridge Land") to the protective Covenants for Eagle's Ridge recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on June 18, 1992 at Reel 1500, Images 0399-0421, as Document No. 1742687 (the "Original Protective Covenants"); and

WHEREAS, MLI/MT and MLI/Trapp subjected certain additional real property described on Exhibit B attached hereto (the "Eagle's Ridge West Phase I Land") to the Protective Covenant pursuant to a First Amendment to Protective Covenants for Eagle's Ridge recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on September 10, 1993 at Reel 1781, Images 0522-0530, as Document No. 1880215 (the "First Amendment") (the Original Protective Covenants as amended by the First Amendment are referred to herein as the "Protective Covenants"); and

WHEREAS, Sections 1.2, 6.2 and 9.4 of the Protective Covenants grant MLI/MT and its assigns the right to subject the Additional Properties (as defined in the Protective Covenants) to the provisions of the Protective Covenants, and to add the Additional Properties to the Subdivision (as defined in the Protective Covenants), by recording an amendment to the Protective Covenants; and

WHEREAS, MLI/Trapp is the owner of the Additional Properties described on Exhibit C attached hereto (the "Eagle's Ridge Southwest Land"); and

WHEREAS, MLI/MT and MLI/Trapp desire to subject the Eagle's Ridge Southwest Land to the provisions of the Protective Covenants, and to add the Eagle's Ridge Southwest Land to the Subdivision:

NOW THEREFORE, MLI/MT and MLI/Trapp hereby declare that the Eagle's Ridge Southwest Land is added to the Subdivision and shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants and reservations set forth in the Protective Covenants, which Protective Covenants shall be amended as follow:

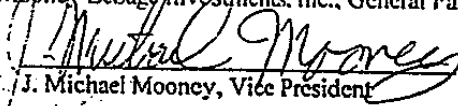
ML 1966-1293

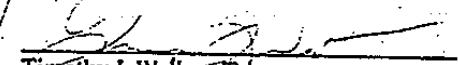
1. Section 1.1 is amended to add to the "Subdivision" and "Eagle's Ridge" the real property described on Exhibit C attached to this Amendment. The second sentence of Section 1.1 is amended to delete the words "one hundred and eighty-nine (189)" and substitute the words "two hundred and eighty-eight (288)."
2. Section 3.4 is amended to add to the definition of the term "Lot" the individual residential lots numbered 79-177 inclusive, in Eagle's Ridge Southwest Subdivision, as described in Exhibit C attached to this Amendment and as shown in Exhibit D attached to this Amendment.
3. Section 3.8 is amended to add to the definition of the term "Subdivision" Eagle's Ridge Southwest Subdivision, which means the residential lots numbered 79-177 inclusive, as described in Exhibit C attached to this Amendment and as shown on Exhibit D attached to this Amendment. The Subdivision Plat for Eagle's Ridge Southwest is recorded with the Register of Deeds for Waukesha County, Wisconsin.
4. MLI/Trapp and the Village of Sussex, Wisconsin have entered into a Subdivider's Agreement dated as of February 16, 1994, a copy of which is on file in the Village Clerk's office.

IN WITNESS WHEREOF, MLI/MT and MLI/Trapp have signed and sealed this instrument by their duly authorized representatives.

MLI/MT LIMITED PARTNERSHIP

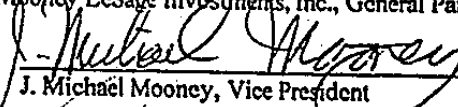
By: Mooney LeSage Investments, Inc., General Partner

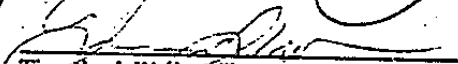
By: 
J. Michael Mooney, Vice President

By: 
Timothy J. Wallen, Treasurer

MLI/TRAPP LIMITED PARTNERSHIP

By: Mooney LeSage Investments, Inc., General Partner

By: 
J. Michael Mooney, Vice President

By: 
Timothy J. Wallen, Treasurer

JUL 1966 1294

STATE OF WISCONSIN)
) ss
County of WAUKESHA)

Personally came before this 18th day of June, 1994 the above-named J. Michael Mooney and Timothy J. Wallen, the Vice-President and Treasurer, respectively, of Mooney LeSage Investments, Inc., General Partner of MLI/MT Limited Partnership and MLI/Trapp Limited Partnership, who executed the foregoing instrument and acknowledged the same as the act deed of said partnerships

Andrew C. Toole
Andrew C. Toole
Notary Public, State of Wisconsin
My Commission: 10 years

CONSENT TO PROTECTIVE COVENANTS

The undersigned, VILLAGE OF SUSSEX, WISCONSIN, a municipal corporation, hereby consents to the foregoing Second Amendment to Protective Covenants for Eagle's Ridge, made and entered into by MLI/MT Limited Partnership and MLI/Trapp Limited Partnership on MAY 19, 1994 and to be recorded in the public records of Waukesha County, Wisconsin.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the Village of Sussex, Wisconsin, by its duly authorized representatives.

VILLAGE OF SUSSEX

By:

[Signature]
Village President

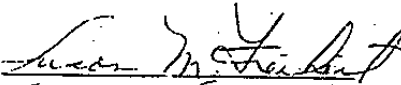
Attest:

[Signature]
Village Clerk

REEL 1966 INDEX 1295

STATE OF WISCONSIN)
) ss
County of WAUKESHA)

Personally came before this 19th day of JULY, 1994 the above named
the Village President and Village Clerk, respectively, of the VILLAGE OF SUSSEX, and
who executed the foregoing instrument and acknowledged the same as the act deed of
said municipal corporation.


Susan M. FREILICH
Notary Public, State of Wisconsin
My Commission: 1-29-95

erlarend.act

1966-1296

EXHIBIT A

Legal Description

Eagle's Ridge Subdivision

Lots 1 through 111 inclusive in Eagle's Ridge Subdivision, located in the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section 27, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, pursuant to Subdivision Plat recorded in the records of Waukesha County, Wisconsin in Volume 46 at Pages 186-188 as Document No. 1742676.

1966-1297

EXHIBIT B**Legal Description****Eagle's Ridge West Subdivision**

Lots 1 through 78 inclusive, and Outlot 1, in Eagle's Ridge West Subdivision, located in part of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of Section 27, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, pursuant to Subdivision Plat recorded in the records of Waukesha County, Wisconsin in Volume 46 at Pages 348-350 as Document No. 1880214.

REL1966*E1298

EXHIBIT C

Legal Description

Eagle's Ridge Southwest Subdivision

Lots 79 through 177 inclusive, in Eagle's Ridge Southwest Subdivision, located in part of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of Section 27, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, pursuant to Subdivision Plat recorded in the records of Waukesha County, Wisconsin in Volume 47 at Pages 86-89 as Document No. 1976248.

1966-1299

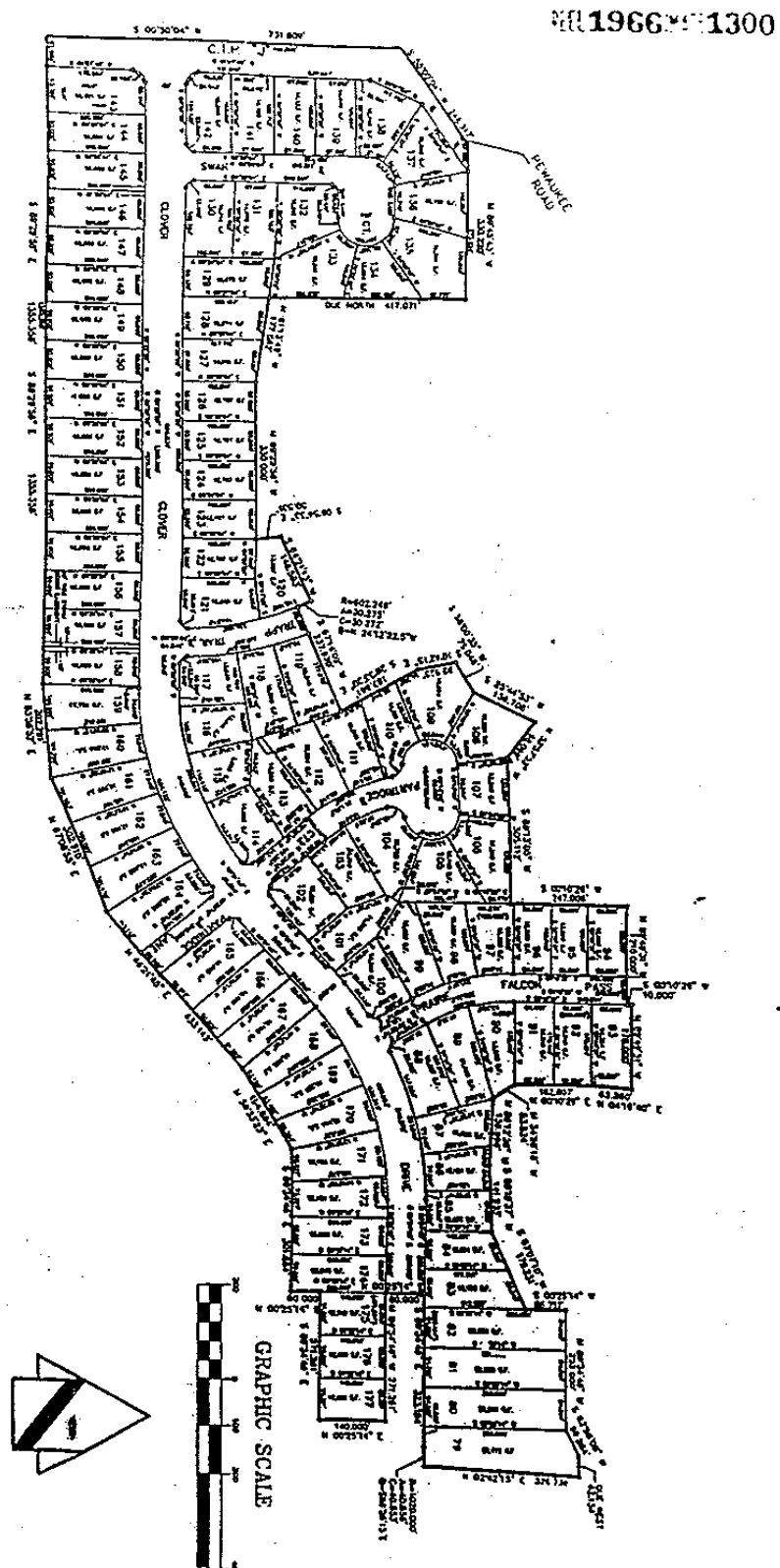
EXHIBIT D

Subdivision Plat

Eagle's Ridge Southwest

{Attached}

ERIAMEND.ACT

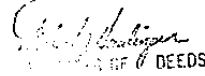


2083238

6/20/95

SEP 27 PM 2:25

REEL 2145 MC 10843


REGISTER OF DEEDS

**THIRD AMENDMENT
TO
PROTECTIVE COVENANTS FOR EAGLE'S RIDGE**

2083238

This Amendment is made this 12th day of September, 1995 by MLI/Trapp Limited Partnership ("MLI/Trapp").

WHEREAS, MLI/MT Limited Partnership ("MLI/MT") subjected certain real property described on Exhibit A attached hereto (the "Eagle's Ridge Land") to the Protective Covenants for Eagle's Ridge recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on June 18, 1992 at Reel 1500, Images 0399-0421, as Document No. 1742687 (the "Original Protective Covenants"); and

WHEREAS, MLI/MT and MLI/Trapp subjected certain additional real property described on Exhibit B attached hereto (the "Eagle's Ridge West Phase I Land") to the Protective Covenants pursuant to a First Amendment to Protective Covenants for Eagle's Ridge recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on September 10, 1993 at Reel 1781, Images 0522-0530, as Document No. 1880215 (the "First Amendment"); and

WHEREAS, MLI/MT and MLI/Trapp subjected certain additional real property described on Exhibit C attached hereto (the "Eagle's Ridge Southwest Land") to the Protective Covenants pursuant to a Second Amendment to Protective Covenants for Eagle's Ridge recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on July 26, 1994 at Reel 1966, Images 1292- 1300, as Document No. 1983004 (the "Second Amendment") (the Original Protective Covenants, as amended by the First Amendment and the Second Amendment, are referred to herein as the "Protective Covenants"); and

WHEREAS, Sections 1.2, 6.2 and 9.4 of the Protective Covenants grant MLI/MT and its assigns the right to subject the Additional Properties (as defined in the Protective Covenants) to the provisions of the Protective Covenants, and to add the Additional Properties to the Subdivision (as defined in the Protective Covenants), by recording an amendment to the Protective Covenants; and

WHEREAS, MLI/MT has assigned its rights under the Protective Covenants to MLI/Trapp.

WHEREAS, MLI/Trapp is the owner of the Additional Properties described on Exhibit D attached hereto (the "Eagle's Ridge South Land"); and

REEL 2145 IMAGE 0844

WHEREAS, MLI/Trapp desires to subject the Eagle's Ridge South Land to the provisions of the Protective Covenants, and to add the Eagle's Ridge South Land to the Subdivision:

NOW THEREFORE, MLI/Trapp hereby declares that the Eagle's Ridge South Land is added to the Subdivision and shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants and reservations set forth in the Protective Covenants, which Protective Covenants shall be amended as follow:

1. Section 1.1 is amended to add to the "Subdivision" and "Eagle's Ridge" the real property described on Exhibit D attached to this Amendment. The second sentence of Section 1.1 is amended to delete the words "two hundred and eighty-eight (288)" and substitute the words, "three hundred and forty-one (341)."
2. Section 3.4 is amended to add to the definition of the term "Lot" the individual residential lots numbered 1- 53 inclusive, in Eagle's Ridge South Subdivision, as described in Exhibit D attached to this Amendment and as shown in Exhibit E attached to this Amendment.
3. Section 3.8 is amended to add to the definition of the term "Subdivision" Eagle's Ridge South Subdivision, which means the residential lots numbered 1 - 53 inclusive, as described in Exhibit D attached to this Amendment and as shown on Exhibit E attached to this Amendment. The final Subdivision Plat for Lots 22-48 in Eagle's Ridge South is recorded with the Register of Deeds for Waukesha County, Wisconsin. The final Subdivision Plat for Lots 1-21 and 49-53 in Eagle's Ridge South will be recorded with the Register of Deeds for Waukesha County, Wisconsin prior to the sale of such Lots.
4. The Village of Sussex requires the following notice to be included in this Amendment:

Basement Restriction

Although all lots in the subdivision have been reviewed and approved for development in accordance with section 236 Wisconsin Statutes, some lots may contain soil conditions which may require additional soil engineering and foundation design with regard to basement construction due to the possible presence of bedrock near the ground surface. It is recommended that either a licensed professional engineer or other soils expert be consulted regarding the construction of basements in these areas where bedrock may be present near the ground surface. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

5. MLI/Trapp and the Village of Sussex have entered into a Subdivider's Agreement dated as of June 30, 1995, a copy of which is on file in the Sussex Village Clerk's office.

REEL 2145 IMAGE 0845

IN WITNESS WHEREOF, MLI/Trapp has signed and sealed this instrument by its duly authorized representatives.

MLI/TRAPP LIMITED PARTNERSHIP

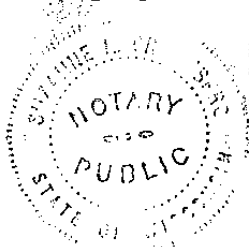
By: Mooney LeSage Investments, Inc., General Partner

By: J. Michael Mooney
J. Michael Mooney, Vice President

By: Timothy J. Wallen
Timothy J. Wallen, Treasurer

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before this 1st day of November, 1995 the above-named J. Michael Mooney and Timothy J. Wallen, the Vice-President and Treasurer, respectively, of Mooney LeSage Investments, Inc., General Partner of MLI/Trapp Limited Partnership, who executed the foregoing instrument and acknowledged the same as the act deed of said partnerships.



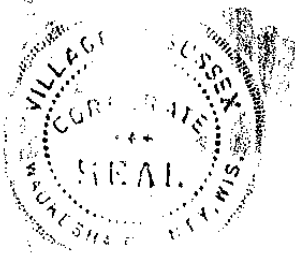
Suzanne L. Gruenberg
Suzanne L. Gruenberg
Notary Public, State of Wisconsin
My Commission expires: 8/9/98

REEL 2145 IMAGE 0846

CONSENT TO PROTECTIVE COVENANTS

The undersigned, VILLAGE OF SUSSEX, WISCONSIN, a municipal corporation, holding certain assessment liens against property known as EAGLE'S RIDGE SOUTH by virtue of special assessments bond financing under Section 66.60 Wis. Stats., hereby consents to the foregoing Amendment to Protective Covenants for Eagle's Ridge, made and entered into by MLI/TRAPP Limited Partnership on SEPTEMBER 13 1995 and to be recorded in the public records of Waukesha County, Wisconsin.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the Village of Sussex, Wisconsin, by its duly authorized representatives.



VILLAGE OF SUSSEX

By:

John Tews, Village President

Attest:

M. Chris Swartz, Village Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before this 12th day of September 1995 the above-named John H. Tews and M. Chris Swartz, the Village President and Village Clerk, respectively, of the VILLAGE OF SUSSEX, and who executed the foregoing instrument and acknowledged the same as the act deed of said municipal corporation.



Susan M. Freiheit
Susan M. FREIHEIT
Notary Public, State of Wisconsin
My Commission expires: 1-29-99

k:\projects\vers\covamnd3.doc

REEL2145IMAGE0847

EXHIBIT A

Legal Description

Eagle's Ridge Subdivision

Lots 1 through 111 inclusive in Eagle's Ridge Subdivision, located in the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section 27, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, pursuant to Subdivision Plat recorded in the records of Waukesha County, Wisconsin in Volume 46 at Pages 186-188 as Document No. 1742676.

REEL2145IMAG10848

EXHIBIT B**Legal Description****Eagle's Ridge West Subdivision**

Lots 1 through 78 inclusive, and Outlot 1, in Eagle's Ridge West Subdivision, located in part of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of Section 27, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, pursuant to Subdivision Plat recorded in the records of Waukesha County, Wisconsin in Volume 46 at Pages 348-350 as Document No. 1880214.

REEL 2145 MAP 0849

EXHIBIT C**Legal Description****Eagle's Ridge Southwest Subdivision**

Lots 79 through 177 inclusive, in Eagle's Ridge Southwest Subdivision, located in part of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of Section 27, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, pursuant to Subdivision Plat recorded in the records of Waukesha County, Wisconsin in Volume 47 at Pages 86-89 as Document No. 1976248.

REEL 2145 PAGE 0850

EXHIBIT D

Legal Description

Eagle's Ridge South Land

(Attached)

REEL2145IMAST0851

Legal Description:

All that part of the Southwest Quarter (SW 1/4) of Section 27, Town 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the southeast corner of said Southwest Quarter (SW 1/4); thence North 00°25'14" East along the east line of said Southwest Quarter (SW 1/4) 357.895 feet to the place of beginning of the lands herein to be described; thence North 89°29'56" West 146.17 feet; thence North 52°00'00" West 340.00 feet; thence North 89°29'56" West 905.00 feet; thence North 42°45'00" West 679.62 feet to a point on the south line of the recorded subdivision Eagle's Ridge Southwest; thence South 89°29'56" East along said south line 510.08 feet; thence North 85°56'52" East along said south line 202.291 feet; thence North 67°08'55" East along said south line 302.910 feet; thence North 49°21'45" East along said south line 433.143 feet; thence North 59°33'23" East along said south line 194.884 feet; thence South 89°34'46" East along said south line 301.684 feet to a point on the east line of said Southwest Quarter (SW 1/4); thence South 00°25'14" West along said east line 1223.71 feet to the place of beginning. Containing 27.018 acres of land.

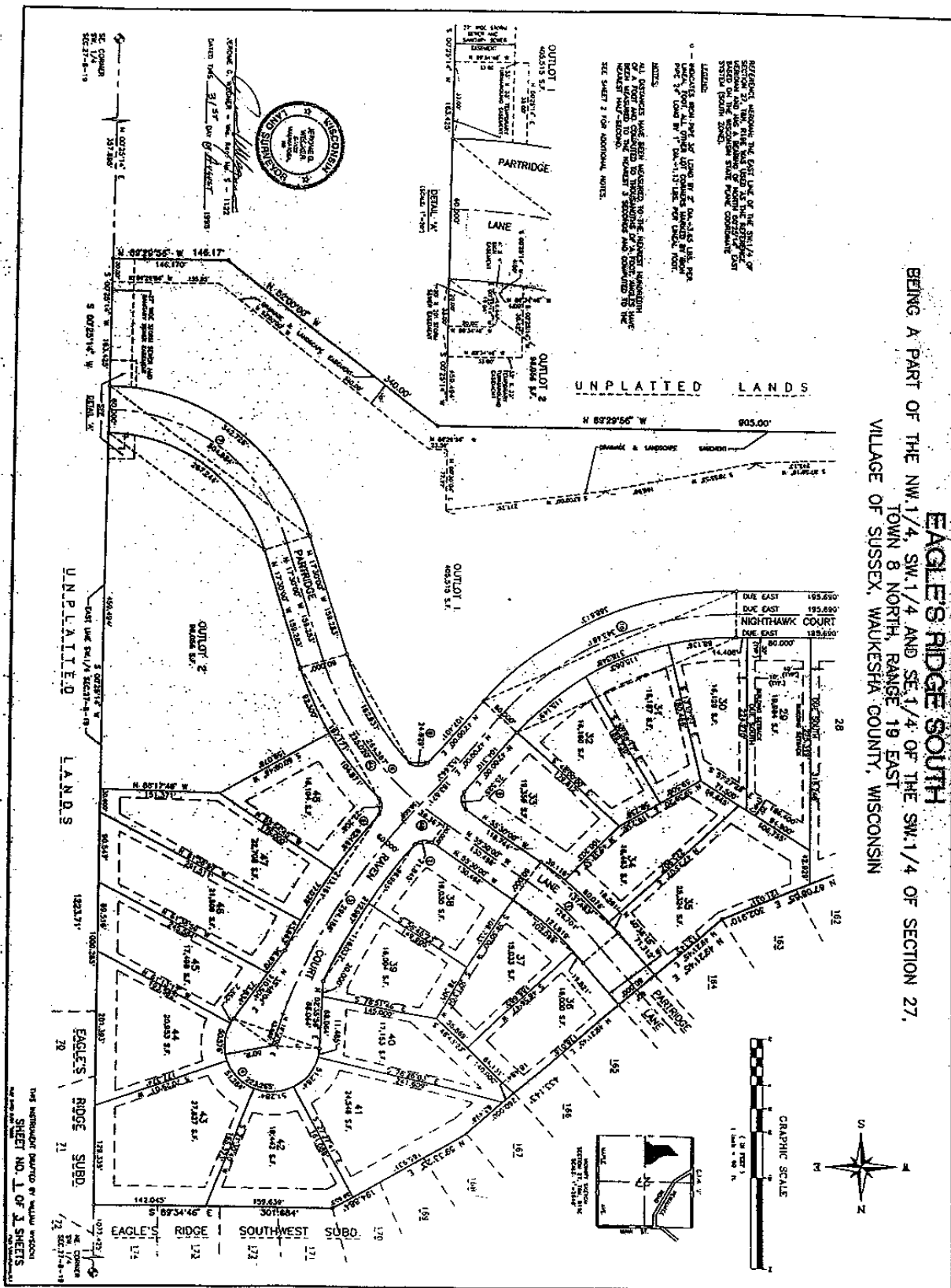
REEL2145IMAGE0852

EXHIBIT E

Subdivision Plat

Eagle's Ridge South Subdivision

PLATTED MAP NO. 1973-10



EAGLE'S RIDGE SOUTH
BEING A PART OF THE NW.1/4, SW.1/4 AND SE.1/4 OF THE SW.1/4 OF SECTION 27,
TOWN 8 NORTH, RANGE 19 EAST
VILLAGE OF SUBSEX, WAUKESHA COUNTY, WISCONSIN.

NO STRUCTURE OF ANY KIND SHALL BE PERMITTED WITHIN A VISION CORNER WHICH DOORS 2 FEET ABOVE THE INTERSECTION ELEVATION, EXCEPT FOR ACCESSARY TRAFFIC SIGNS, PUBLIC UTILITY LINES AND GUY WIRES. THROUGH EACH THERE IS CLEAR VISION AND SHALL NOT BE PLANT MATERIAL, BE PERMITTED WHICH OBSCURES SAFE VISION OF THE APPROACHES TO THE INTERSECTION.

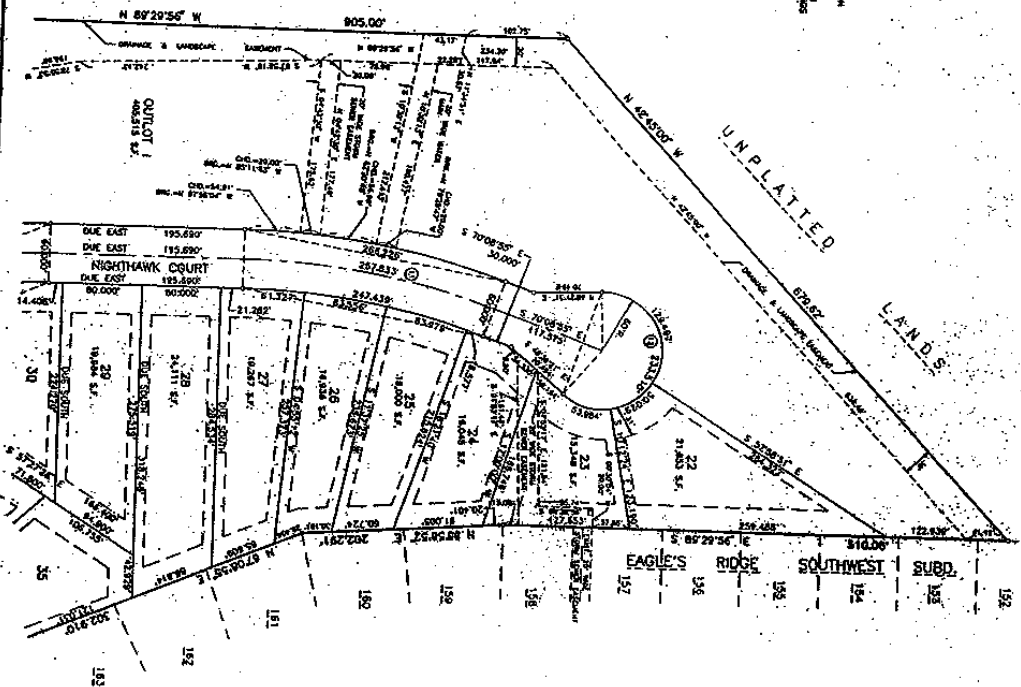
Diagram illustrating a triangular lot with a 25° angle and a 25-foot side. A vision triangle is shown for a 25-foot car, with the label "VISION CONE FOR 25' CAR" pointing to the triangle.

DEVELOPER HERBERT CRUICKSHANKS, ESQ., OWNS EACH LOT IN THE SUBDIVISION. 2,500 SQUARE FEET OF LOT 15 WILL BE MOVED ALONG THE FRONT LOT LINE AND 2,500 SQUARE FEET OF LOT 16 WILL BE MOVED ALONG THE REAR LOT LINE AND 2,500 SQUARE FEET OF LOT 17 WILL BE MOVED ALONG THE SIDE AND REAR LOT LINES OF EACH LOT AND BE REBUILT ON THE LOTS. THE PURPOSES OF IMPROVING THE INSTALLATION AND MAINTENANCE OF ELECTRIC LINES, WATER LINES, GAS LINES, TELEPHONE LINES AND SANITARY LINES ON LOTS AND CORRIDORS ARE SUCH THAT IT MAY BE NECESSARY OR DESIRABLE TO REMOVE LOTS WITHIN THE SUBDIVISION.



GROUP C MEMBER - MR. Roy M. S - 1122
 DATED THIS 2ND DAY OF AUGUST 1993
 REVISED THIS 11th DAY OF SEPTEMBER 4, 1993

UNPLATTED LANDS



THIS INSTRUMENT DATED BY WILLIAM WYOSKI
SHEET NO. 2 OF 3 SHEETS
NOT BEING RECORDED

7/11/96

**SUPPLEMENT TO
THIRD AMENDMENT TO
PROTECTIVE COVENANTS FOR EAGLE'S RIDGE**

This Supplement to the Third Amendment to the Protective Covenants for Eagle's Ridge is made this 2nd day of August, 1996 by MLI/Trapp Limited Partnership ("MLI/Trapp").

WHEREAS, MLI/Trapp subjected certain real property described on Exhibit A attached hereto (the "Eagle's Ridge South Land") to the Protective Covenants for Eagle's Ridge pursuant to a Third Amendment to Protective Covenants recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on November 27, 1995 at Reel 2145, Images 0843-0854, as Document No. 2083238 (the "Third Amendment");

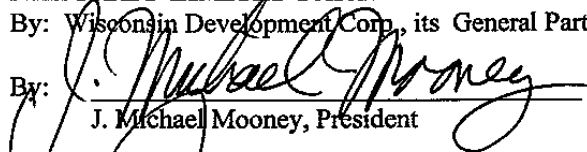
NOW THEREFORE, MLI/Trapp hereby supplements Exhibit E of the Third Amendment to include the subdivision plat for Eagle's Ridge South Addition No. 1 attached hereto as Exhibit E-2.

IN WITNESS WHEREOF, MLI/Trapp has signed and sealed this instrument by its duly authorized representatives.

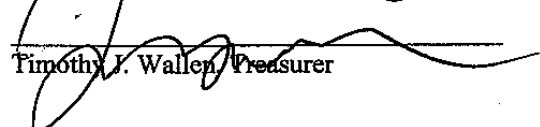
MLI/TRAPP LIMITED PARTNERSHIP

By: Wisconsin Development Corp., its General Partner

By:

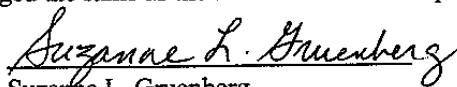

J. Michael Mooney, President

By:


Timothy J. Wallen, Treasurer

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before me this 2nd day of August, 1996 the above-named J. Michael Mooney and Timothy J. Wallen, the President and Treasurer, respectively, of Wisconsin Development Corp., General Partner of MLI/Trapp Limited Partnership, who executed the foregoing instrument and acknowledged the same as the act and deed of said partnership.



Suzanne L. Gruenberg

Notary Public, State of Wisconsin

My Commission expires: 8/9/98.

This document was drafted by and after recording should be returned to:

Andrew C. Teske
Mooney LeSage Group
13400 Bishop's Lane, Suite 100
Brookfield, WI 53005

k:\projects\ers\covamnd3.doc

EXHIBIT A

Legal Description

Eagle's Ridge South Land

(Attached)

Legal Description:

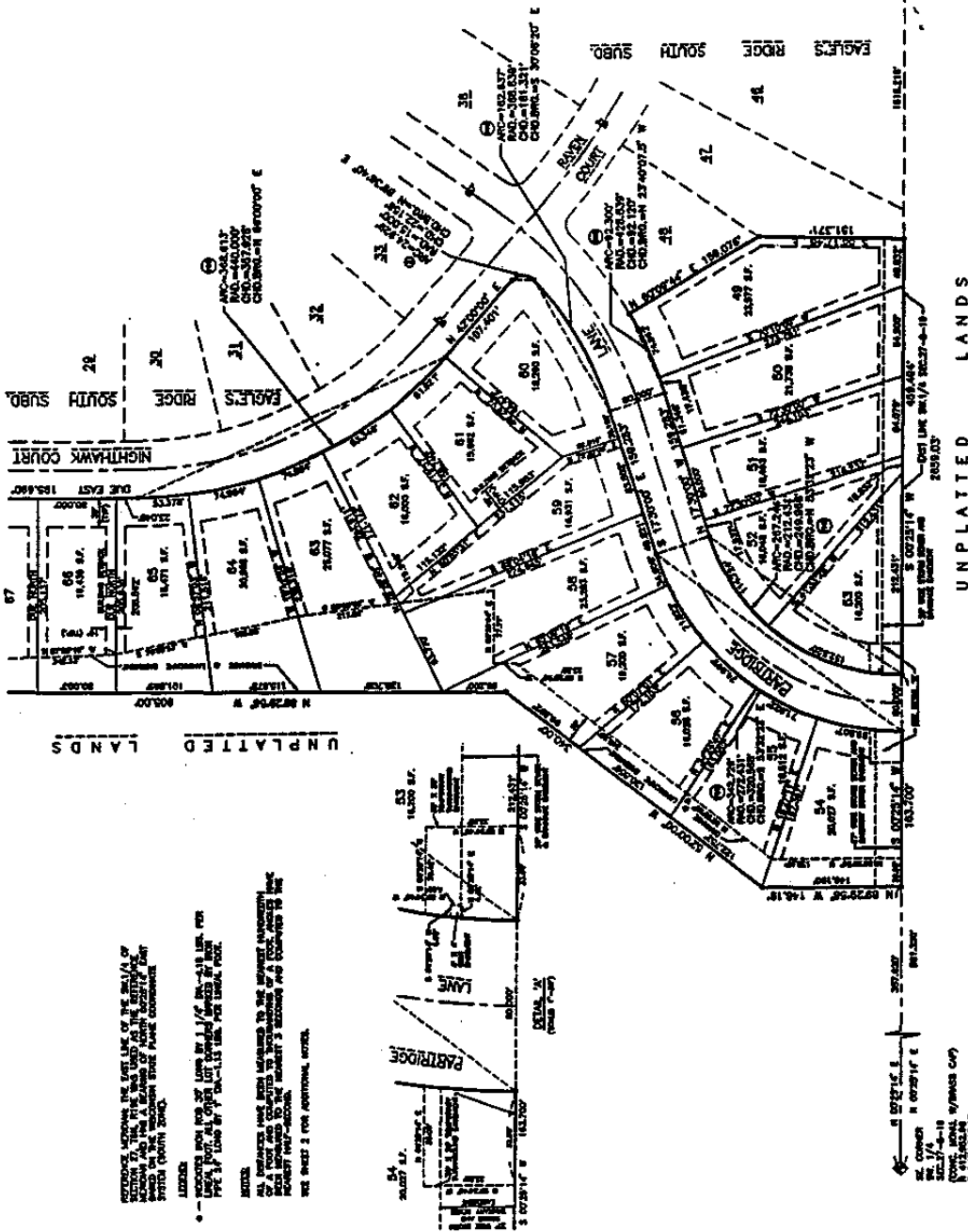
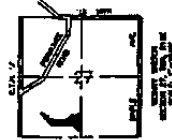
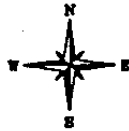
All that part of the Southwest Quarter (SW 1/4) of Section 27, Town 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the southeast corner of said Southwest Quarter (SW 1/4); thence North 00°25'14" East along the east line of said Southwest Quarter (SW 1/4) 357.895 feet to the place of beginning of the lands herein to be described; thence North 89°29'56" West 146.17 feet; thence North 52°00'00" West 340.00 feet; thence North 89°29'56" West 905.00 feet; thence North 42°45'00" West 679.62 feet to a point on the south line of the recorded subdivision Eagle's Ridge Southwest; thence South 89°29'56" East along said south line 510.08 feet; thence North 85°56'52" East along said south line 202.291 feet; thence North 67°08'55" East along said south line 302.910 feet; thence North 49°21'45" East along said south line 433.143 feet; thence North 59°33'23" East along said south line 194.884 feet; thence South 89°34'46" East along said south line 301.684 feet to a point on the east line of said Southwest Quarter (SW 1/4); thence South 00°25'14" West along said east line 1223.71 feet to the place of beginning. Containing 27.018 acres of land.

EXHIBIT E-2
Supplement to
Subdivision Plat
Eagle's Ridge South Subdivision

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EAGLE'S RIDGE SOUTH ADDITION NO.1

BEING A DIVISION OF OUTLOTS 1 & 2 OF EAGLE'S RIDGE SOUTH LYING IN THE SW.1/4 AND SE.1/4 OF THE SW.1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN



REFERENCE: MONITOR THE EAST LINE OF THE SW.1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST, VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN, BEING A DIVISION OF OUTLOTS 1 & 2 OF EAGLE'S RIDGE SOUTH LYING IN THE SW.1/4 AND SE.1/4 OF THE SW.1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

NOTES:

ALL DISTANCES HAVE BEEN MEASURED TO THE NEAREST HUNDREDTH OF A FOOT AND LOCATED TO THE NEAREST OF A FOOT, AND ARE SUBJECT TO REVISION BY THE SURVEYOR.

SEE SHEET 2 FOR ADDITIONAL NOTES.

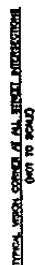
UNPLATTED LANDS

THIS INSTRUMENT DRAFTED BY WILLIAM WYCKOFF
SHEET NO. 1 OF 2 SHEETS
DATE: 10/1/2014

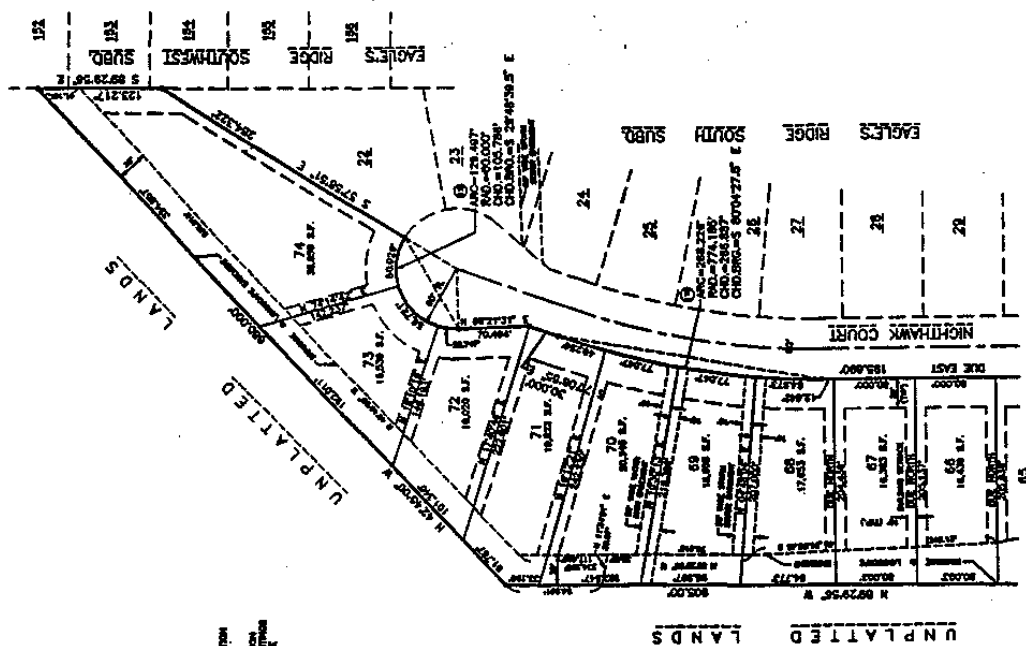
BEING A DIVISION OF OUTLOTS 1 & 2 OF EAGLE'S RIDGE SOUTH LYING IN THE SW.1/4 AND SE.1/4
OF THE SW.1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

[illegible]

NOTE: NO STRUCTURE OF ANY KIND SHALL BE PERMITTED WITHIN A VISION CORNER WHICH EXCEEDS 2 FEET ABOVE THE INTERSECTION ELEVATION, EXCEPT FOR NECESSARY TRAFFIC SIGNS, PUBLIC UTILITY LINES, AND OPEN STRUCTURES THROUGH WHICH THERE IS CLEAR VISION. NO SMALL ANY PLANT MATERIAL BE PERMITTED WHICH OBSCURES ANY VISION OF THE APPROACHES TO THE INTERSECTION.



NOTED. DEVELOPER HAS BEEN CREATED SUBDIVISION OVER LOT IN THE SUBDIVISION. DEVELOPER HAS BEEN ADVISED THAT THE LOT IS WITHIN THE FLOOD ZONE AND 2.0 FEET IN WITHIN FROM THE SET BACK ALONG LOT LINES OF EACH LOT. NO RECORD FOR PURPOSES OF UNDERGROUND INSTALLATION AND MAINTENANCE OF EXISTING GAS MAINS, TELEPHONE, CABLE TELEVISION LINES AND OTHER UTILITIES OF LINES AND EQUIPMENT AS MAY BE NECESSARY OR CONVENIENT TO SERVICE LOTS WITHIN THE SUBDIVISION.

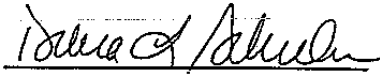


WORLDWIDE PUBLISHING, INC. 10000 WILLOW CREEK DRIVE, SUITE 100, DALLAS, TEXAS 75243

REEL 1535 IMAGE 0802

STATE OF WISCONSIN)
)ss.
WAUKESHA COUNTY)

On this 1st day of July, 1992, personally appeared before me the above named ANDREW C. TESKE, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

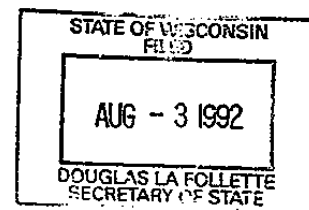


Notary Public, Milwaukee County, Wisconsin
My Commission: expires 3/24/95

This instrument was drafted by and after recording should be returned to:

Andrew C. Teske
Mooney LeSage Group
16620 W. Bluemound Road
Suite 500
Brookfield, WI 53005
414-797-9400

eaglerdg.art



REEL 1535 IMAGE 0801

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their Lot ownership in Eagle's Ridge.

ARTICLE XI

Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has executed these Articles in duplicate this 1st day of July, 1992.

Andrew C. Teske
Andrew C. Teske

REEL 1535 IMAGE 0800

J. Michael Mooney
16620 West Bluemound Road
Suite 500
Brookfield, WI 53005

Michael S. Zimmer
16620 West Bluemound Road
Suite 500
Brookfield, WI 53005

Timothy J. Wallen
16620 West Bluemound Road
Suite 500
Brookfield, WI 53005

ARTICLE VIII

Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By-Laws.

ARTICLE IX

Incorporator

The name and address of the incorporator of this Association is:

Andrew C. Teske
Mooney LeSage Group
16620 West Bluemound Road
Suite 500
Brookfield, WI 53005

REEL 1535 IMAGE 0799

(f) To enforce by legal means the provisions of the Protective Covenants, the By-Laws, assessments and liens against the Lots, and any rules and regulations governing the use and operation of the Property;

(g) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

(h) To do all things necessary or advisable to effectuate the purposes of this Association and the Protective Covenants.

ARTICLE V

Members

All owners in Eagle's Ridge shall be entitled and required to be members of the Association, and membership shall be limited to such owners. The respective rights, qualifications and obligations of membership shall be as set forth in the By-Laws of the Association.

ARTICLE VI

Principal Office and Registered Agent

The location of the initial principal office of the Association shall be 16620 West Bluemound Road, Suite 500, Brookfield, Waukesha County, Wisconsin 53005, and the initial registered agent at such address shall be J. Michael Mooney.

ARTICLE VII

Directors

The number of directors of the corporation shall be as fixed in the By-Laws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided in the By-Laws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

REEL 1535 IMAGE 0798

(b) To serve as a means through which the owners may collectively and efficiently administer, manage, operate and control the Property in accordance with the Protective Covenants and the By-Laws of the Association; and

(c) To engage in lawful activity included in and permitted under the Protective Covenants within the purposes for which a nonstock, nonprofit corporation may be organized under the Wisconsin Nonstock Corporation Law.

ARTICLE IV

Powers

The Association shall have and exercise all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Protective Covenants, or the By-Laws, including without limitation, the following:

(a) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Protective Covenants.

(b) To maintain, repair, replace, reconstruct, operate and protect the Subdivision entrance signs and landscaping and the island areas in the streets located on the Property as set forth in the Protective Covenants;

(c) To determine, levy and collect assessments against the owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the areas described above as set forth in the Protective Covenants.

(d) To enter into contracts on behalf of the owners and act as agent of the owners, with regard to, among other things, common services as required for each separate tract or parcel of land within the Property, utilities, and such other matters as may be determined by the members of the Association;

(e) To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the Property in the manner provided by the Protective Covenants;

05/04/92

REEL 1535 IMAGE 0797

SEC STATE
ESTAB WIS

92 JUL 30 4 8 : 00

ARTICLES OF INCORPORATION

OF

EAGLE'S RIDGE OWNERS ASSOCIATION OF SUSSEX, INC.
(A Nonstock, Non-Profit Corporation)

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be Eagle's Ridge Owners Association of Sussex, Inc. (the "Association").

ARTICLE II

Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Association is organized are as follows:

- (a) To serve as an association of owners of real estate and improvements in Eagle's Ridge Subdivision (the "Property"), subject to the terms and conditions of the Protective Covenants for the Property recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, as the same may be amended from time to time (hereinafter referred to as "Protective Covenants");

05/01/95

**BY-LAWS
OF
EAGLE'S RIDGE OWNERS ASSOCIATION OF SUSSEX, INC.**

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of Eagle's Ridge Owners Association of Sussex, Inc., and the Protective Covenants for Eagle's Ridge Subdivision recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter "Protective Covenants"), the following are adopted as the By-Laws of EAGLE'S RIDGE OWNERS ASSOCIATION OF SUSSEX, INC. (hereinafter sometimes referred to as the "Association"), which is a non-profit nonstock corporation formed and organized to serve as an association of owners of real estate and improvements located in Eagle's Ridge, Eagle's Ridge West, Eagle's Ridge Southwest and Eagle's Ridge South Subdivisions, Sussex, Wisconsin (together, the "Subdivision") subject to the terms and conditions of the Protective Covenants. The Subdivision is divided into individual residential parcels (the "Lots") pursuant to the recorded plat of the Subdivision. The Subdivision has been developed by Mooney LeSage Investments, Inc. (the "Developer").

These By-Laws shall be binding on the owners of Lots in Eagle's Ridge, Eagle's Ridge West, Eagle's Ridge Southwest and Eagle's Ridge South Subdivisions, and their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 **Members.** The rights and qualifications of the members are as follows:

a. **Defined.** Members of the Association shall be all owners of any Lot in the Subdivision (the "Owners"). Each Owner shall have the number of votes equal to the number of Lots owned by said Owner. If title to any Lot is held by more than one Owner, the membership in the Association related to that Lot shall be shared by such Owners in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. Every Owner upon acquiring title shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

b. **Membership List.** The Association shall maintain a current Membership List showing the names of Owners, the address to which notice of meetings of the Association shall be sent,

any mortgagee of the Lot, and the person designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Lot.

c. *Transfer of Membership.* Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance of that Lot. Membership in the Association may not be transferred, except in connection with the transfer of a Lot. Upon transfer of a Lot, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new Owner, identification of Lot, date of transfer, name of the person designated to vote, name and address of mortgagee, if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 *Quorum and Proxies for Members' Meetings.* A quorum for members' meetings shall consist of thirty percent (30%) of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 *Act by Majority.* The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Wisconsin Nonstock Corporation Law.

2.4 *Time, Place, Notice and Calling of Members' Meetings.* Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 *Annual and Special Meetings.* The first annual meeting of the Association shall be held on the third Tuesday in October following the sale and conveyance by Developer of all Lots in the Subdivision, or such earlier time as determined by Developer, in either case subject to the requirements of Section 2.4 above. Subsequent annual meetings shall be held on the third Tuesday in October of each year. The purposes of annual meetings shall be to elect directors and to transact any other business authorized to be transacted by the members. Special meetings of the members shall be held

whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with ten percent (10%) or more of all votes entitled to be cast in the Association.

ARTICLE III

Board of Directors

3.1 **Initial Board of Directors.** The initial Board of Directors shall consist of three (3) persons, appointed by Developer, who need not be members of the Association. The initial Board of Directors shall serve until such time as the members elect a Board of Directors pursuant to Section 3.4 below.

3.2 **Number and Qualifications of Directors.** After the Board of Directors of the Association has been elected by the Owners pursuant to Section 3.4 below, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in Section 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.3 **Powers and Duties of the Board of Directors.** The affairs of the Association including management and operation of the Subdivision shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Protective Covenants, the Articles of Incorporation, and these By-Laws.

3.4 **Election and Term of Directors.** At the first annual meeting of the Association, the members shall elect five (5) directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) Two (2) directors whose terms will expire after one (1) year, at the next annual meeting of the Association (Class "A" Directors).

(b) Three (3) directors whose terms will expire after two (2) years, at the second annual meeting of the Association after their election (Class "B" Directors).

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.5 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.6 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 Annual Meeting and Notice. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required. Prior to the first annual members' meeting, an annual meeting of the Board of Directors shall be held at such time and place as may be designated by the Board of Directors.

3.8 Regular Meetings and Notice. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.9 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.10 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 Quorum of Directors -- Adjournments. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 **Fidelity Bonds.** The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

Officers

4.1 **Designation, Election and Removal.** The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice President, may be held by the same person.

4.2 **President.** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

4.3 **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice President shall also perform such duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List for the Association.

4.5 **Treasurer.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be

responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 **Compensation.** No director or officer of the corporation shall receive any fee or other compensation for service rendered to the Association except by specific resolution of the membership.

ARTICLE V

Indemnification

5.1 **Mandatory Indemnification.** The corporation shall, to the fullest extent permitted or required by Sections 181.041 to 181.053, inclusive, of the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the corporation. The corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in this Article V and not otherwise defined herein shall have the meaning set forth in Section 181.041 of the Statute.

5.2 **Permissive Supplementary Benefits.** The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under Section 5.1 above by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the corporation would be obligated to indemnify or advance expenses to such Director or Officer under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

5.3 **Private Foundation Limitations.** Notwithstanding the foregoing, no indemnification will be permitted to the extent such indemnification would constitute an act of "self-dealing" or is otherwise subject to excise taxes under Chapter 42 of the United States Internal Revenue Code of 1986, or prohibited under Section 181.77 of the Wisconsin Statutes or any similar successor provisions thereto.

ARTICLE VI

Operation of the Subdivision

6.1 ***The Association.*** The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the Subdivision in accordance with the Protective Covenants, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of \$1,000 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or a managing agent with respect to the administration and operation of the Association.

6.2 ***Rules and Regulations.*** The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Lots by the Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Protective Covenants or the contracts, documents, and easements referred to in the Protective Covenants, and shall be designed to prevent unreasonable interference with the use of the respective Lots by persons entitled thereto. A violation of any such rules or regulations shall constitute a violation of the Protective Covenants. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 ***Common Expenses.*** The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Lot owner to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed equally against the Lots and allocated among the members of the Association according to their respective ownership interests in the Lots. The assessments shall be made on an annual basis and shall be due and payable in one lump sum. If not paid on or before the due date, the assessment shall bear interest at the prevailing prime rate of interest, determined as of the first day of each month by the bank handling Association accounts, until paid in full. If delinquent for more than thirty (30) days, the Association may pursue foreclosure or collection action pursuant to Section 6.5 herein. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 ***Operating Budget.*** The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts

required for the cost of maintenance and repair of the subdivision entrance signs and landscaping, and island areas in the streets, real estate taxes, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Director, the directors may levy further assessment(s) against the Owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Lot, if resulting from action by the Association. The Owner or Owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Lot if such maintenance and repair, although the obligation of the Owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Owners in subsequent years.

The annual budget shall be prepared and determined by September 30 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Lot owner by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

6.5 Default and Liens. All annual and special assessments, until paid, together with interest and actual costs of collection, constitute a lien for the benefit of the Association on the Lots on which they are assessed. Such lien shall be subordinate and junior only to the first mortgage lien of any financial institution arising at the time of purchase of the respective Lot. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law and the Protective Covenants, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Lot against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 **General Lot Maintenance.** The Owner of any Lot shall have the duty of, and responsibility for, keeping the premises, building, improvements, appurtenances and landscaping of the Lot, in a well-maintained, safe, clean, and attractive condition at all times. All grass, trees, and shrubbery must be kept in good condition and appearance at all times. All grass must be cut whenever necessary and weeds must be controlled. Each Owner shall be responsible for removal of any rubbish or trash of any character which may accumulate on a Lot. Damaged or cracked areas of all parking areas, sidewalks, and other hard surfaces shall be promptly repaired or replaced. The type and quality of materials and the color thereof to be used in replacing, repairing, painting, or maintaining building exteriors and external fixtures such as entry doors, lighting fixtures and other items shall be consistent with those approved by the Subdivision Review Board pursuant to the Protective Covenants.

7.2 **Common Areas.** The Association shall be responsible for the management and control of the island areas in the streets located in the Subdivisions, and any real estate owned by the Association, together with any other amenity that may be provided by the Association, and shall cause the same to be maintained, repaired and kept in good, clean and attractive condition, order, and repair. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of an Owner, in which case such expense shall be charged and specially assessed to such Owner), for accomplishment of all landscaping, grass cutting, weed control and general maintenance of the common areas described above, care, repair and restoration of entrance monuments and signs and related landscaping and maintenance and replacement of lighting, if any, for entrance monuments and signs.

ARTICLE VIII

Duties and Obligations of Owners

8.1 **Rules and Regulations.** The Lots shall be occupied and used in accordance with the Protective Covenants, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time.

8.2 **Enforcement.** The rules and regulations contained in the Protective Covenants and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of up to \$50 per violation to be charged and assessed against the Owners who violate or whose guests violate such rules and regulations. Such fines shall be charged and assessed against the subject Lot and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

ARTICLE IX

General

9.1 *Fiscal Year.* The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 *Address.* The mailing address of the Association shall be c/o Mooney LeSage Investments, Inc., 16620 West Bluemound Road, Suite 500, Brookfield, Wisconsin 53005, Attention: Vice President - Operations, until such time as Developer has sold all Lots, at which time a new mailing address may be designated by the Association.

9.3 *Seal.* The Association shall have no corporate seal.

ARTICLE X

Amendments

10.1 *By Members.* These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 *Rights of Developer.* No amendment of these By-Laws shall alter or abrogate the rights of Developer as contained in these By-Laws.

ARTICLE XI

Miscellaneous

11.1 *Record of Ownership.* Every Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance of such Lot or other evidence of such Owner's title thereto, and shall present such evidence of title and file any lease with the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

11.2 *Statement of Assessments.* The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any Lot or interest therein, shall provide a statement to such person as to the amount of any assessments against such Lot then due and unpaid, within ten (10) business days after such request is received.

11.3 **Subordination.** These By-Laws are subordinate and subject to all provisions of the Wisconsin Nonstock Corporation Law, and the Protective Covenants and any amendments thereto, which shall control in case of any conflict.

11.4 **Definition of Terms.** All terms herein (except where specifically defined herein or clearly repugnant to the context) shall have the same meanings as in the Protective Covenants or the Wisconsin Nonstock Corporation Law.

11.5 **Interpretation.** In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Owners.

-End of By-Laws-

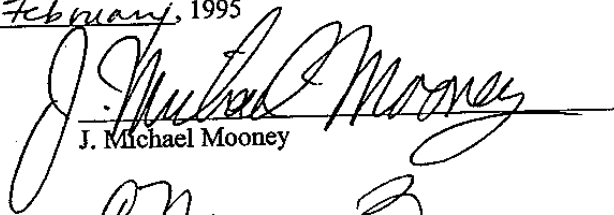
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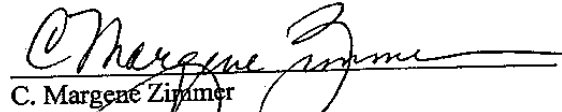
**RECORD OF ACTION TAKEN BY CONSENT OF THE
BOARD OF DIRECTORS OF
EAGLE'S RIDGE HOMEOWNERS ASSOCIATION, INC.
(THE "ASSOCIATION")**

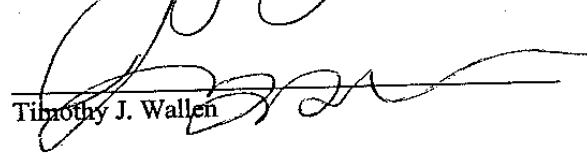
The undersigned, who are all of the directors of Eagle's Ridge Homeowners Association, Inc., a Wisconsin nonstock, non profit corporation, hereby consent to the following action taken without a meeting:

See Attached Resolutions.

Dated as of the 24 day of February, 1995


J. Michael Mooney


C. Margene Zimmer


Timothy J. Wallen

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WHEREAS, despite clear guidelines concerning covenant violations a few residents have ignored their obligations despite numerous reminders and,

WHEREAS, seventy (70%) of Eagle's Ridge Association Owners who responded to a survey which included the topic of covenant violations, were in favor of the adoption of stiffer rules in order to achieve full compliance with the covenants;

RESOLVED, that the Board of Directors hereby adopts the following rules and regulations pursuant to Section 9.2 of the Protective Covenants for Eagle's Ridge and Section 8.2 of the By-Laws of Eagle's Ridge Owners Association of Sussex, Inc.:

PROCEDURE FOR COVENANT VIOLATION ENFORCEMENT

- A. Letter will be sent to identify violation and explain problem area through use of covenant sections
 - Allow 30 days to comply with covenants
- B. Send Second Notice (Certified), Giving Another Warning Along With Fine Procedure
 - 30 days will be given to conform
 - Fine will be instituted 30 days from date of second notice
 - Fine will consist of \$50 per violation if not corrected as well as \$15 a day until problem is corrected
- C. Letter of Notification for Filing Lien on Property 30 Days After Fine Is Initiated
 - Lien letter describes current fine balance and notification lien is being instituted in 30 days
- D. File Lien - 60 Days After The Start Of Fines
- E. Lawsuit to Foreclose Lien and Collect Fine

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5/1/95

EAGLE'S RIDGE OWNERS ASSOCIATION OF SUSSEX, INC.**Annual Operating Budget**

The following is the approved budget of the Association's common expenses for 1995 and an estimated budget of the Association's common expenses for 1996.

	<u>1995</u>	<u>1996</u>
Common area landscaping maintenance, (Cul-de-sac islands, berms, monuments)	\$4,140	\$4,707
Reserve Fund	\$2,500	\$2,500
Legal Fund	\$1,000	\$1,000
Miscellaneous	<u>\$1,000</u>	<u>\$1,000</u>
TOTAL	\$8,640	\$9,207
Number of Lots	288	341
Assessment Per Lot Per Year (Estimated for 1996)	\$30	\$27

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05/01/95

EAGLE'S RIDGE SUBDIVISION

Architectural Review Procedure

You will need to have your house plans approved by the Subdivision Review Board before submitting your plans to the Village of Sussex Building Inspector for a building permit. Your building process will proceed smoothly if you follow the following procedure:

1. Before your builder prepares your house plans, you should provide your builder with the Summary of Architectural Requirements included at Tab 6. Your builder needs to see this Summary so that your house can be designed to comply with the Architectural Requirements, which will facilitate approval of your house plans by the Review Board.
2. You and your builder should complete the Review Board Approval Form included at Tab 7 and submit it to the Developer along with the following items:
 - (A) Survey showing setbacks from front, side and rear lot lines and proposed finished lot grades.
 - (B) House plans showing exterior elevations, materials and colors; floor plans; and finished square footage calculations.
 - (C) Exterior color samples.
 - (D) Landscaping plan (if available).
3. The Review Board will review your house plans within fifteen days after receipt and will return the completed Review Board Approval Form to you and your builder, with a copy to the Village of Sussex Building Inspector.

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05/01/95

EAGLE'S RIDGE SUBDIVISION

Summary Of Architectural Requirements

1. Unit Size

1,700 minimum total square feet of finished floor space

Bi-level or two-story: minimum 1,000 First Floor/700 Second Floor

Tri-level: minimum 1,000 on Main Floor

30 foot height limit

2. Setbacks

Front: 30 feet

Rear: 25 feet

Side: 10 feet

Corner Lot: 30 feet for both sides facing Streets (unless variance obtained from Village of Sussex)

3. Building Materials

Owners are encouraged to use brick, stone, wood or other natural materials.

Use of vinyl or aluminum siding may be permitted, but only when combined with natural materials including, but not limited to, wood corner caps and window trim.

4. Attached Garage

Between 400 and 800 square feet

5. Driveway

At least 3 feet from side and rear lot lines

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05/01/95

EAGLE'S RIDGE SUBDIVISION
Review Board Approval Form

TO: Mooney LeSage Investments, Inc.
16620 W. Bluemound Road, Suite 500
Brookfield, WI 53005
ATTENTION: Eagle's Ridge Project Coordinator

(The information below this line to be completed by property owner and/or builder)

Attached to this form are the survey, house plans and exterior color samples for the following property:

Lot _____ Subdivision: _____ Eagle's Ridge Southwest _____ Eagle's Ridge South (check one)

Please obtain the Subdivision Review Board's approval for those plans. Please direct the Review Board's response to the Owner and the Builder at the following addresses:

Owner:

Name

Street

City State Zip

Telephone No. (Home) (Business)

Builder:

Name

Contact Person

Street

City State Zip

Telephone No.

Date Submitted: _____ Submitted By: _____

(The information below this line for use of Review Board)

Date Received: _____ Received By: _____

The Review Board has received the following information for the above mentioned residential property. The action taken based on that information is as follows:

	Approved	Not Approved	Not Submitted	Contingent on Notes	See Notes
Survey Showing Setbacks, Grades and Driveway					
Exterior Elevations					
Exterior Materials and Colors					
Floor Plans					
Landscape Plan					

Notes:

Review processed by: _____

Date: _____

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05/01/95

EAGLE'S RIDGE SUBDIVISION

Postlight and Mailbox Procedure

Upon closing of your acquisition of a lot in Eagle's Ridge, you will purchase from the developer a standard postlight and mailbox. At that time you will receive a voucher which entitles you to your postlight. You are responsible for picking up your postlight and installing it according to the instructions set forth below. **YOU SHOULD CONSIDER INCLUDING INSTALLATION OF YOUR POSTLIGHT AS PART OF YOUR BUILDER'S RESPONSIBILITIES UNDER YOUR CONSTRUCTION CONTRACT.** Your mailbox will be installed by the developer.

Instructions For Installation of Postlight

Your postlight must be installed on your lot at the time of finished grading of your yard. Postlight should be located 3 feet to the right or left of your driveway and 15 feet inside the access street curb for all lots except for lots on Clover Drive; postlights on Clover Drive should be located 21 feet inside the curb. All postlights should be 63" in height from the base of the lamp head to ground elevation after topsoil. Your postlight must be connected to an electrical power source at the time of installation and you must install at least a 100 watt incandescent bulb. Your postlight is equipped with a photoelectric sensor; therefore, you may not install a turn-off switch for your postlight.

Instructions for Mailbox

Your mailbox will be installed by the developer in accordance with requirements of the U.S. Post Office. When you are ready to occupy your house, you should notify the U.S. Post Office to begin delivering mail to your new address.

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