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Amended and Restated
Declaration of Covenants, Conditions
and Restrictions for
EASTLAKE VILLAGE SUBDIVISION

[See document attached]

Recording Area

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Amended and Restated
Declaration of Covenants, Conditions and Restrictions
for EAST LAKE VILLAGE SUBDIVISION

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Exhibit "C" Master Landscape Plan
Exhibit "D" Architectural Design and Landscape Guidelines

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This Amended and Restated Declaration is made as of this _____ day of _____, 2004, by PABST FARMS DEVELOPMENT LLC, a Wisconsin limited liability company, with its principal place of business at 1749 Eastlake Drive, Oconomowoc, Wisconsin 53066 (the "Developer").

RECITALS

WHEREAS, the Developer is the owner of the real estate located in the City of Oconomowoc, Waukesha County, Wisconsin, described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Property is part of a larger mixed use development including real property adjacent to the Property owned (at one time) by the Developer or its Affiliates and known as "Pabst Farms;"

WHEREAS, the Property is platted and developed as a subdivision consisting of One Hundred and Seventy (170) single-family residential lots known as EASTLAKE VILLAGE Subdivision (the "Subdivision");

WHEREAS, the Developer desires to subject the entire Property (except dedicated rights of way), including all of the lots and outlots platted within the Subdivision, to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole and for the benefit of each lot owner.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property and all portions thereof (except for dedicated rights of way) shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each lot and outlot as covenants running with the land and shall apply to and bind all successors in interest, owners and occupants.

1. DEFINITIONS, PURPOSE AND GENERAL RESTRICTIONS.

1.1 DEFINITIONS.

1.1.1 "Affiliates" shall mean a parent, sister or subsidiary corporation, joint venturer, general partner, member or manager of the Developer or a person who owns more than fifty percent (50%) of the voting stock or partnership or membership interests in the Developer.

1.1.2 "Architectural Control Committee" or "ACC" shall mean a committee made up of such persons or entities appointed or elected in accordance with provisions of Article 4 of this Declaration. The ACC shall be

charged with and have the responsibility of approving plans and specifications for Improvements to, and landscaping on, the Lots in accordance with the terms of this Declaration, and shall carry out such other rights, duties and obligations as are expressed herein.

1.1.3 "Architectural Guidelines" shall mean the Architectural Design and Landscape Guidelines attached hereto as Exhibit D.

1.1.4 "Association" shall mean the EASTLAKE VILLAGE HOMEOWNERS ASSOCIATION, INC., a nonprofit, nonstock corporation, which has been created to carry out the purposes expressed in this Declaration and the Articles of Incorporation and By-laws for said Association.

1.1.5 "Common Area" or "Common Areas" shall mean and refer to all personal property, fixtures, structures, Improvements and real estate within the Subdivision conveyed by the Developer to the Association and/or Lot Owners in undivided fractional shares. Common Areas may include but shall not be limited to (i) any street or other public right-of-way or area not dedicated to the City; (ii) sanitary sewer mains and laterals; (iii) street lights; (iv) water mains and lines; (v) detention ponds and other stormwater facilities not dedicated to the City or a Stormwater Utility District; (vi) signs, structures and maintenance equipment; (vi) any outlots or other area within the Subdivision which is not a Lot as identified in this Declaration or on the Plat and which is not dedicated to the City or a Stormwater Utility District; and (vii) other Improvements which have been constructed or maintained for the common good of the Lot Owners.

1.1.6 "City" shall mean the City of Oconomowoc, Wisconsin, a municipal corporation.

1.1.7 "City Engineer" shall mean the City Engineer for the City of Oconomowoc, or his or her duly-authorized designee.

1.1.8 "Developer" shall mean Pabst Farms Development LLC, a Wisconsin limited liability company, its successor and assigns.

1.1.9 "Family" shall have the meaning set forth in the applicable Zoning Code provisions and/or regulations of the City.

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

1.1.11 "Home Occupation" shall mean use of a Home for a professional home office which (a) is clearly incidental and subordinate to the Home's residential use, (b) does not occupy more than 25 percent of the floor area of the Home, (c) is not conducted in any accessory structure, (d) does not employ any person other than members of the Family residing in the Home, (e) uses only normal household equipment and materials, (f) is

confined solely to the transaction of business by telephone or computer such that there is no observable evidence of the transaction of business and no impacts outside of the Home in which the business is conducted, and (g) hosts no client or customer visits and no commercial deliveries or pickups of any kind other than mail services typical in residential areas.

1.1.12 "Lot" shall mean a platted lot within the Subdivision identifiable by reference to a lot number, regardless of whether such Lot is currently platted or platted at some future time.

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

1.1.14 "Plat" shall mean the final plat for EASTLAKE VILLAGE Subdivision attached hereto as Exhibit "B" and recorded at the Office of the Register of Deeds for Waukesha County, Wisconsin on or about January 7, 2004 as Document No. 3115324, as the same may be amended or supplemented from time to time.

1.1.15 "Property" means the lands described on Exhibit "A" attached hereto, which lands make up the Subdivision.

1.1.16 "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use and regardless of whether constructed contemporaneous with or after the original Home on any Lot: building, building addition, outbuilding, shed, booth, garage, car-port, or above ground storage facility; exterior lighting or electric fixture, antennae, tower, pole, sign, or bug control device; fence, retaining or other wall, fountain or above-ground or in-ground swimming or wading pool; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo; tree house or other exterior play equipment including, but not limited to, skateboard ramps or tennis courts; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and ensealed entirely below ground level, unless located entirely within the exterior perimeter walls of the Home constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

1.1.17 "Stormwater Master Plan" shall mean the plan adopted by the Developer and approved by the City and the Stormwater Utility District describing

the drainage pattern of the Property and outlining the proposed drainage and stormwater system for the Subdivision, together with any future revisions to said plan. The Stormwater Master Plan and all revisions shall be available for review at the office of the Developer. The Stormwater Master Plan for the Subdivision shall be a part of the Stormwater Master Plan for the Subdivision and additional real property adjacent to the Subdivision currently owned or controlled (on the date hereof) by the Developer or its Affiliates and known as "Pabst Farms."

1.1.18 "Stormwater Utility District" shall mean the Pabst Farms Joint Stormwater District created by ordinances adopted by the City and the Town of Summit pursuant to a cooperative agreement and in accordance with Wisconsin Statutes sections 66.0301 and 66.0821, which district shall be authorized to design, develop, finance, construct, install, operate, maintain, repair and administer all drainage plans related to the Stormwater Master Plan, any companion stormwater management plan for any other portion of the Pabst Farms development and every component thereof, including, without limitation, modifications or amendments thereto.

1.1.19 "Subdivision" shall mean the EASTLAKE VILLAGE Subdivision as shown on the Plat, excluding lands within the Subdivision which are now or hereafter dedicated to the City or any Stormwater Utility District.

1.1.20 "Zoning Code" shall mean the zoning ordinances adopted by the City, from time to time, as the same may be amended or supplemented.

1.2 PURPOSE.

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all Improvements, as well as the natural beauty of all Common Areas within the Subdivision; to help assure the best use and most appropriate development and improvement of each Lot; to protect Lot Owners against use of surrounding Lots which may detract from the residential value or enjoyment of their Lots; to guard against the erection or maintenance of garish or poorly designed or proportioned Structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures, and color schemes; to insure a residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential Structures with appropriate locations on the Lot; to prevent installation of Improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to secure and maintain a proper spatial relationship of Improvements; and to otherwise secure mutual enjoyment of benefits for Lot Owners and occupants of Lots within the Subdivision.

1.3 SINGLE FAMILY LOTS; GENERAL RESTRICTIONS.

1.3.1 Except as set forth in Section 1.3.5 below, each Lot shall be used solely for residential purposes by one Family, except that a Home Occupation may be conducted in or from any Home if confined solely to the transaction of business by telephone or computer. No client or customer visits and no commercial deliveries or pick ups of any kind (other than mail services typical in residential areas) may occur at any Lot. The term "residential purposes" shall include only those activities necessary for, or normally associated with, the use and enjoyment of a Lot as a place of private residence and limited recreation.

1.3.2 Only one Home may be constructed on each Lot and no garage, tent, trailer, camper, mobile home or other Improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests without the prior approval of the ACC (which may be withheld for any reason).

1.3.3 No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.3.4 Notwithstanding anything herein or in applicable City regulations to the contrary, no storage or generation of hazardous or toxic waste or discharge of such waste into the sanitary or storm sewer systems shall be permitted on the Property.

1.3.5 Notwithstanding anything herein to the contrary, so long as the Developer or its Affiliates owns or controls any Lot within the larger mixed use development known as Pabst Farms, the Developer may maintain and operate an office within the Subdivision from which it may conduct sales and development activities at Pabst Farms.

1.4 MAINTENANCE AND REPAIR

1.41 All Improvements on all Lots shall be kept, maintained and repaired in good condition at all times. Each Lot and all yards thereon shall be maintained so as to be neat in appearance when viewed from any street or other Lot, including without limitation that all Lot Owners (other than Developer) shall maintain lawns on their Lots (whether improved or unimproved) mowed to not longer than eight inches. Lot Owners shall follow regular maintenance routines such that all Improvements and all yards and landscaping continue to be maintained, at all times including but not limited to during construction of any Improvements, as nearly as possible, in the condition set forth in the plans approved by the Developer or ACC. Any damage resulting from casualty loss to any Improvements

shall be immediately replaced or repaired by the Lot Owner to their original condition, as nearly as possible. Similarly, the Lot Owner shall immediately replace or repair any damage to Common Areas, including, but not limited to, landscaping, sidewalks or paved areas, to the extent such damage is caused by Lot Owner or Lot Owner's agents.

1.4.2 In the event that any Lot, Improvement or Common Area is not properly maintained or repaired by the Lot Owner within 10 days after written notice from the Association (or, if necessary maintenance or repairs cannot reasonably be completed within 10 days, maintenance or repair is not commenced within 10 days and diligently pursued), the Association may, but shall not be obligated to, perform necessary maintenance and repairs, and charge the costs thereof to the Lot Owner and levy a special assessment against the Lot.

1.5 USE AND MAINTENANCE OF COMMON AREAS, IMPROVEMENTS IN RIGHTS OF WAY.

1.5.1 All Common Areas shall be used as open space for the common benefit of the Subdivision and are to be used for the purposes prescribed in this Declaration, and for no other activities by any Lot Owner unless previously approved by the ACC (which approval may be withheld for any reason and which approval, if given, may be revoked at any time).

1.5.2 The Association shall, at its cost and expense, maintain all of the Common Areas.

1.5.3 Any signs, monuments, sidewalks, recreational trails or other Structures constructed by the Developer or the Association on any Common Areas shall be maintained by the Association. No Lot Owner shall erect any Improvement in the Common Areas.

1.5.4 The Developer and the Association may enter upon any Lot or Common Areas, at reasonable times and after reasonable notice to the Lot Owner, for the purpose of maintaining, renewing, or reconstructing any utilities, facilities or other Improvements or Common Areas that benefit other Lots, in addition to benefiting such Lot. If such Lots or Common Areas contain public utilities or facilities having an area-wide benefit, which are maintained by the City and/or any Stormwater Utility District, the City and/or such Stormwater Utility District, following prior written notice to the Developer or the Association, may, if necessary to maintain such facilities in good working order and appearance, renew, reconstruct or maintain such facilities or utilities and assess the cost to the Lot Owners as set forth in Article 5. No prior written notice shall be required for emergency repairs.

1.5.5 Depending on the nature of a facility maintained or repaired pursuant to Section 1.5.4 above, the cost of such maintenance, renewal or reconstruction, whether by the Developer, the City or any Stormwater Utility District, may be assessed (a) exclusively against the Lot Owner of the Lot on which it is located, or (b) against all Lot Owners whose Lots are directly benefited by the facility on a pro rata basis, or (c) against all Lot Owners within the Subdivision on a pro rata basis. Any assessment imposed hereunder shall be a lien against the benefited Lot. In the event that the City undertakes any maintenance or repair under this section, the City may, in addition to the other remedies set forth herein, make a special charge for current services pursuant to Wisconsin Statutes Section 66.0627.

1.6 RESTRICTIONS ON USE & PARKING OF RECREATIONAL VEHICLES.

Recreational vehicles (which may include, but shall not be limited to, snowmobiles, travel trailers, vans, motor homes, dune buggies and other off-street motorized vehicles of any kind), boats and other watercraft, and trucks shall not be parked, kept or stored on any Common Areas or undeveloped area of the Subdivision, nor shall any such recreational vehicle, boat, watercraft or truck be parked, kept, or stored on any Lot outside an enclosed garage, without the prior approval of the ACC (which may be withheld for any reason). Recreational vehicles shall not be used or operated on any Lot or otherwise within the Subdivision except on dedicated public rights of way in accordance with applicable traffic laws and City ordinances, provided, however, that nonmotorized vehicles may be used or operated on any recreational trails throughout the Subdivision.

1.7 ANIMALS AND PETS.

No livestock, poultry, reptile, or other animal of any kind shall be raised, bred or kept on any Lot. No more than two dogs, cats, and other normal household pets (as may be approved by the ACC from time to time) may be kept on any Lot, provided that such household pets shall not be kept, bred or maintained for any commercial purpose or in an unreasonable number or manner. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. The ACC, in its sole discretion, must approve in writing any separate outbuildings, enclosures or fences intended for the purpose of housing or restraining any animal or pet prior to the erection of such Structures. All such Structures must be screened from view by adequate landscaping.

1.8 GARBAGE AND REFUSE.

No Lot shall be used or maintained for dumping or storage of trash, garbage or debris of any kind. Trash or garbage generated from the Home on a Lot shall be stored in sanitary, covered containers to be kept within an enclosed garage, except on garbage pick-up days. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush if consistent with Rules and

Regulations established in conjunction with this Declaration and in accordance with applicable City ordinances.

1.9 STORAGE OF FIREWOOD.

Firewood stored or kept on any Lot must be screened from view by means of a lattice fence of sufficient height to conceal the same, but no higher than 5 feet 6 inches, by shrubbery of sufficient density to accomplish the same purpose or other appropriate fencing. Storage of more than one cord of firewood on a Lot is prohibited.

1.10 UTILITY LINES, ANTENNAS AND SATELLITE RECEIVERS.

All electric, light, gas, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any Lot shall be underground, and no overhead service shall be provided or allowed on any Lot. No satellite dish shall be installed on any Lot without the express written approval of the ACC as to structure and location (which approval may be withheld for any reason). Satellite dishes should be placed and screened so as to minimize visibility from rights-of-way and Lots. No above-ground television antenna of any kind shall be permitted on any Lot.

2. CONSTRUCTION OF IMPROVEMENTS

2.1 MINIMUM LIVING AREA AND HEIGHT REQUIREMENTS FOR HOMES; GARAGES

No Improvement or Structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family Home, not exceeding two and one-half stories in height or thirty-five (35) feet, with an attached garage. Each Home shall have the following minimum areas:

a) The minimum size of a one-story Home shall be 1800 square feet on the first floor.

b) A story and one-half Home shall have a minimum of 2200 square feet on the upper two floors.

c) A two-story Home shall have a minimum of 2200 square feet on the upper two floors.

d) A tri-level Home shall have a minimum of 2200 square feet on the upper two floors.

2.1.2 The maximum total floor area of a Home or Structure within the Subdivision shall not exceed that permitted under the applicable floor area ratio under the Zoning Code.

2.1.3 Area square footage calculations by the ACC shall be made from the outside face of exterior wall construction and include all walls. Window, fireplace and room projections are included only when they project to the floor. Areas not included are decks, porches, garages, carports, attics, unfinished space labeled "optional" or "bonus", breezeways, unfinished sun rooms or similar unfinished additions. No floor area below finished yard grade shall be considered living area.

2.1.4 The ACC, in its sole discretion, shall determine all issues relative to applying and/or interpreting this Declaration including, without limitation, what constitutes a one-story, a one and one-half story, a two-story or a tri-level Home and how square footage is calculated.

2.1.5 Each Home will have an attached garage, enclosed on all four sides, with a minimum capacity of two (2) cars and a maximum capacity of four (4) cars. The garage must be attached to the Home directly (and not via a breezeway). The maximum size of the garage shall conform to applicable City ordinances. Garage entrances must be on the side of the Home, with limited exceptions as approved by the ACC in its sole discretion. Individual doors for each parking bay are preferred and are required if any garage faces the street.

2.1.6 All garages shall be built at the same time as the Home on the Lot.

2.2 LOCATION OF STRUCTURES AND SETBACKS.

Homes, garages, attached decks and porches are to be located on the central portion of the Lot located outside of all applicable setbacks shown as dashed lines on the Plat or designated by applicable City ordinances or this Declaration. In the event of any inconsistency, the greater setback requirement shall apply. All Homes and garages (including attached steps, porches, decks, and appurtenances) must be setback twenty-five (25) feet from front and rear Lot lines. No pavement or other hard surface may be located nearer than ten (10) feet from any rear Lot line. Front outdoor living terraces are not allowed. All one-story Homes must have a sum of at least twenty-five (25) feet for their side yard setbacks with a minimum of ten (10) feet on any one side. All one and one-half and two-story Homes must have a sum of at least thirty (30) feet for their side yard setback with a minimum of twelve (12) feet on any one side.

All corner Lots will have a twenty-five (25) foot setback on three sides. In addition, one-story Homes on corner Lots will have one side yard setback at a minimum of ten (10) feet, and one and one-half story and two-story Homes will have one side yard setback at a minimum of twelve (12) feet.

Notwithstanding the set-back requirements specified above, the orientation and precise location of each Home and garage, as well as all other

Improvements on the Lot, must be approved in writing by the ACC prior to commencement of any construction, it being intended that the ACC may, in its sole discretion, impose greater set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the ACC deems advisable.

2.3 BUILDING MATERIALS.

2.3.1 The exterior walls of the Home and attached garage must be constructed of brick, stone, stucco, solid wood siding, wood waferboard products of the type and quality of the innerseal lap siding product manufactured by Louisiana Pacific Corporation on the date hereof, Hardiplank siding, or their equivalents. Certain artificial stone products may be allowed if specifically approved by the ACC in writing. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted, except on soffits. Soffits, but not fascias, may be made of the siding materials described in the previous sentence. Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the walls of the remainder of the Home.

2.3.2 All two story and story and one-half Home roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for minor building massing (i.e. dormers, bays) which should fall within the range of (4/12) and (12/12). All one-story Home roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12).

2.3.3 All gables that face the front yard shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by the ACC. All roofs having an appropriate pitch shall be covered with wood shakes, textured shingles or other equivalents, in a "weathered wood" color.

2.3.4 No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior written approval of the ACC, unless required for backfilling, finish grading, or landscaping.

2.4 APPROVAL BY ARCHITECTURAL CONTROL COMMITTEE (ACC).

2.4.1 All Improvements must comply with the terms of this Declaration and the Architectural Guidelines. No Home, garage or other Structure or Improvement of any kind shall be installed, erected, constructed or placed

on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without prior submission of detailed building and exterior design plans to the ACC and prior written approval of all plans from the ACC. All building plans and the exterior design of each Improvement to be constructed, added to or modified and all yard grades and stakeout surveys must be approved by the ACC in writing prior to application to the City for a building permit. ACC's approval shall be based upon the building and use restrictions contained in this Declaration and the Architectural Guidelines. The ACC may withhold exterior design approval if the design is garish, poorly designed or proportioned or too similar in appearance to others in close proximity. Without intending to limit the generality of the foregoing, it is intended that the exterior color of any portion of a Home, garage or other Improvement may not be changed in any significant respect without the prior written approval of the ACC. Plans, to be considered appropriate for review by the ACC must include the following, if the Improvement involves construction of a Home, garage or addition or change to either (unless the ACC advises a Lot Owner in writing to the contrary): (i) construction drawings, plans and specifications prepared by a qualified home designer or architect, showing dimensions, composition and color of exterior materials, together with paint color samples and material samples, and equipment, if any; and (ii) a landscape plan and site plan showing the location of all Improvements, including drives and plantings, compliance with set-back requirements, finished grade elevations, topography, stormwater drainage, and other data pertinent to such review by the ACC as it may reasonably request.

In addition to this Declaration and the Architectural Guidelines, the ACC may consider the following factors, and may deny, withhold or condition approval of any proposed Improvement if, in its sole judgment, any one or more of the general purposes specified in Section 1.2 will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated Improvements, including nonrepetition; location with respect to topography and existing surroundings, set-backs, finished grade elevations, access, drainage and plantings; and general aesthetics. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON A LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE ACC MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENTS IN THEIR ENTIRETY AND RESTORE THE LOT AT THE LOT OWNER'S EXPENSE.

2.4.2 In the event the ACC fails to act upon proposed plans within 30 days following written acknowledgment by the ACC that it has received the last of all documents required to be submitted to the ACC, adequate for purposes of its review, such plans shall be deemed approved by the ACC. In the event no suit to enjoin the erection, installation or change of the

Improvement or to require removal thereof has been commenced within two years following final completion thereof, no right shall exist to thereafter enforce this Declaration insofar as approval by the ACC is required as to such particular matter.

2.4.3 Any approval or permission of the ACC under this Section, to be binding or effective, must be in writing signed by an authorized member of the ACC. No oral statements, representations or approvals of the ACC or of any of its members or agents shall be binding on the ACC under any circumstances, regardless of any reliance thereon by any Lot Owner. If reasonably requested by the ACC, the Lot Owner shall furnish within 90 days following construction or installation of any Improvement, an as-built certified survey showing the location of the improvements.

2.4.4 Any action by the ACC shall be final and conclusive as to persons then or thereafter owning Lots covered by this Declaration.

2.5 COMPLETION OF IMPROVEMENTS.

2.5.1 The initial construction of Improvements including a Home on a Lot shall be commenced within twelve months following the closing of a purchase of the Lot by any third-party or such longer period as may be granted by the ACC in writing.

2.5.2 The initial construction of Improvements, including a Home on a Lot, shall be completed within nine months following the commencement of construction of such Improvements on the Lot. Issuance of a certificate of occupancy for the Home by the City shall be deemed to constitute completion of construction. The ACC may, in its discretion, extend such completion deadline.

2.5.3 The time frames for commencement and completion of construction of Improvements shall not be extended if any Lot Owner sells or conveys a Lot; such time frame shall be triggered by the initial sale of the Lot to a Lot Owner, unless the ACC specifically extends such time frames.

2.5.4 Notwithstanding anything herein to the contrary, a Home constructed on a Lot by a professional builder who has contracted to purchase ten or more Lots may use any complete Home as a "model home" for up to 18 months.

2.5.5 For each day that a Lot Owner fails to comply with the commencement and completion deadlines set forth in this Section 2.5, the Lot Owner shall pay the Association liquidated damages in the amount of $25.00 per day. The foregoing shall be in addition to any other rights or remedies that may be available to the Developer and the Association,

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2.6 LANDSCAPING; DRAINAGE AND GRADING; RETAINING WALLS.

2.6.1 The Lot Owner shall install all landscaping and drainage Improvements described herein on a Lot within three (3) months following the completion of a Home and/or occupancy of the Home (whichever occurs first), subject to suitable weather for the completion of landscaping or such longer period as may be granted by the ACC in writing.

The Lot Owner shall install three deciduous shade trees – at least two in the front yard, (minimum height of sixteen (16) feet, minimum caliper of four (4) inches), and two evergreen trees, (minimum height of eight (8) feet). One ornamental tree with a minimum caliper of 3.5 inches may be substituted for a shade tree or evergreen tree.

The Lot Owner is required to install foundation planting and mass planting beds on the Lot as follows. The area of mass planting beds required on a Lot shall be calculated by (a) multiplying the entire exterior perimeter of the Home and garage on the Lot by 60% and (b) multiplying that number by 6. At least 40% of each mass planting bed must include significant foundation plantings. Shrubs for foundation planting and mass planting beds shall be a minimum of 24 inches in width or height. At least 25% of the foundation shrubs must be evergreen.

Example: If the total exterior perimeter of the Home and garage on a Lot is 300 feet, multiply 300 feet by 60% to equal 180, and multiply 180 feet by 6 to determine that 1,080 square feet constitutes the required amount of foundation planting and mass planting beds on the Lot. As at least 40% of the beds must be foundation beds, the required amount of foundation beds in this example would be 40% of 1,080 square feet or 432 square feet.

In the event a Lot Owner desires to transplant an existing tree including a Developer-planted street tree, the Lot Owner must obtain prior written approval from the ACC to transplant the tree at the Lot Owner's expense. If the tree dies as a result of the transplant, the Lot Owner must replace it at the Lot Owner's expense with a tree of equal value and size in a location approved by the ACC.

2.6.2 Each Lot Owner is responsible for compliance of its Lot with the Master Grading and Drainage Plan for Pabst Farms established by the Developer and the City and on file at the Developer's principal office, which shall include siting the Home and rough and fine grading the entire Lot to comply with such Master Grading and Drainage Plan. The Lot Owner shall be responsible for determining the City's and the Developer's target grade elevation of the Lot and for constructing the Home accordingly. No deviation therefrom shall be permitted without the prior written approval of the City and the Developer. Within 30 days after completion of a Home on any Lot, the Owner shall grade the Lot to conform to the Master

Grading and Drainage Plan, and from that time forward, nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with the said plan. The Developer is not responsible for providing any topsoil for any Lot. The Lot Owner shall replenish top soil on any Lot it grades as required by regulations of any authority with jurisdiction over the Lot or by the ACC.

2.6.3 The Developer shall at its option have the right to free use of any soil, sand, gravel, rock or other material excavated from any Lot, if such material is not used upon the Lot from which it was excavated. The Lot Owner shall deposit any such material at whatever location within the Subdivision the Developer shall require. No excavated material shall be removed from the Subdivision without the prior written consent of the Developer.

2.6.4 Where fill is necessary on the Lot to obtain the proper topography and finished ground elevation pursuant to the Master Grading and Drainage Plan, it shall be clean soil, free of waste material, and shall not contain noxious or hazardous materials of any kind, and all dumping of fill materials shall be leveled immediately after completion of the Home. Any excess soil shall be removed from the Lot. Grade plans shall be submitted to the ACC for approval before altering the contour of any Lot so as to (1) change the pre-existing surface water drainage as affects any adjoining Lots, and/or (2) create a slope of more than three horizontal feet to one vertical foot within eight feet of any Lot line.

2.6.5 Finished grade of the garage floor of each Home in the Subdivision shall not be less than eighteen inches nor more than thirty-six inches above the centerline grade of the public street on which said Home fronts without prior written approval of the ACC.

2.6.6 Each Lot Owner shall, from the time construction on their Lot has commenced, be responsible for installing and maintaining erosion control measures until such time as a lawn or other plantings sufficient to prevent erosion has been established on the Lot. These measures may include, but are not limited to: installation of silt fence, hay/straw bales, ditch checks; street cleaning following precipitation events or tracking of mud on streets by any vehicle leaving the Lot; and sodding or seeding and mulching lawn areas. Steep slopes may require installation of straw mat, jute mat or other materials designed to stabilize steep and highly erodable areas. Any areas where erosion control measures have been compromised by weather, construction or any other event, shall be repaired within seven days of damage. Erosion control measures must be inspected and any necessary maintenance or repairs made after every rainfall exceeding 1/2 inch and at least once per week. Failure to comply with these requirements may result in sanctions against the Lot Owner by the Developer, the Association, the City and/or the Wisconsin Department of Industry, Labor and Human

Relations or the Wisconsin Department of Natural Resources. All erosion control measures shall be installed and maintained according to the standards and specifications set forth in Wisconsin Construction Site Best Management Practices Handbook and/or applicable governmental ordinances.

2.6.7 In the event that a neighboring Lot or Common Area is disturbed during construction or grading, the Lot Owner shall immediately restore all disturbed areas or cause such areas to be immediately restored with vegetation of like kind and size. In the event that eroded material is deposited onto a street or neighboring Lot or Common Area, the Lot Owner of the Lot from which the material came shall be responsible for removing the material and restoring the street or property to its original condition.

2.6.8 Any Lot Owner violating the restrictions contained herein shall be personally liable for and shall reimburse the Developer and the Association for all costs and expenses, including attorneys' fees, incurred by the Developer or the Association in enforcing the restrictions. The foregoing shall be in addition to any other rights or remedies that may be available to the Developer and the Association.

2.6.9 Retaining walls shall be subject to the regulations of the City and shall be built of stone, decorative C.M.U. or brick or other material consistent with materials used to construct the Home on the Lot, but retaining walls shall not be built out of concrete block or unfaced poured concrete. The installation of retaining walls must comply with all applicable City requirements.

2.7 DRIVEWAY.

Asphalt or approved driveway paving units are required to be installed for the driveway leading to the Home on the Lot. Additional design options may include a maximum width of eighteen (18) inches of concrete or brick pavers on each edge (ribbon) running parallel with the driveway. Ribbons are not required. Brick paver or stamped concrete aprons are also permitted. Driveways shall be designed to be the absolute minimum amount of paving surface possible. The ACC will review and approve all paving materials and the size and location of all paved areas. Individual Lot Owners will be responsible for the upkeep of driveways in an orderly and attractive condition. Driveways must be installed within three (3) months upon completion of a Home and/or occupancy of the Home (whichever occurs first), subject to suitable weather.

2.8 SWIMMING POOLS.

In ground swimming pools are permitted, subject to prior written approval by the ACC. Detailed plans and specifications for any pool, including all fencing, deck and landscaping plans related thereto, must be submitted and approved by the ACC in

advance of construction and are subject to all applicable City regulations. Aboveground swimming pools are prohibited.

2.9 FENCES AND WALLS.

Except as specifically set forth in this Declaration, fences and similar barriers are prohibited. Attractive wooden or masonry screen panels, trellises, fences or privacy barriers may be approved by the ACC in writing, provided they are located within the building setback limits and provided that they do not exceed 5.5 feet in height. All screening devices must be equally aesthetically pleasing to both the Lot on which built and the neighboring Lots, as well as the Subdivision. Safety fences surrounding a swimming pool as required by the City will be allowed with ACC written approval, provided the fence is aesthetically pleasing and consistent with the architectural style of the Home and landscaping on the Lot. No fence or other barrier may be located closer than 10 feet to any Lot line. The ACC may, in its discretion, consider fence/barrier location, materials, design and construction details in reviewing any requests for fences or similar barriers.

2.10 STORAGE STRUCTURES.

No outdoor detached storage Structures of any kind shall be permitted.

Children's outdoor playground equipment and play Structures shall be allowed provided that any part of such equipment or Structure that constitutes an enclosure must be approved in writing by the ACC prior to installation.

2.11 SIGNS.

No signs of any kind shall be visible to the public from any Lot, except as specifically approved by the ACC in writing. The ACC shall, in its discretion, approve up to one sign per Lot for purposes of advertising the Home as a model home or for purposes of selling the Home or the Lot.

Any sign approved by the ACC shall be professionally manufactured and be of a size acceptable to the ACC. Signs advertising a Home or Lot for sale, and other signs as directed by the Developer, shall be installed on a uniform sign base purchased from the Developer, the Association or their designees at the rates in effect at the time of the purchase.

Additional signage restrictions and/or guidelines may be set forth in Rules and Regulations adopted or changed pursuant to this Declaration.

2.12 IMPROVEMENTS NOT SPECIFICALLY ADDRESSED.

The construction and placement of Improvements such as special utilities, receiving dishes, towers, lawn ornaments and other facilities not specifically addressed elsewhere within this Declaration shall require the prior written approval of the ACC. In

addition, extensive decorations intended to remain on a Lot for longer than 10 days shall require the prior written approval of the ACC.

2.13 EASEMENTS.

The minimum front or street setback, side yard, rear yard and wetlands areas described in Section 2.2 above ("Setback Areas") and all Common Areas are and shall be reserved for the use of non-exclusive easements for utilities and access serving, in whole or in part, the Subdivision or any Lot located therein. By accepting title to a Lot, each Lot Owner hereby agrees that such Setback Areas and all Common Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen days of written request therefor by the Developer, or, after creation of the Association as provided herein, within fifteen days of written request by the Association, each Lot Owner shall grant specific easements (and cause their lenders to agree to non-disturbance of such easements) upon such terms as may be reasonably requested. The Developer or the Association may grant or assign easement rights and/or convey interests under this subsection burdening Common Areas and binding all Lot Owners. No Improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by this Declaration.

3. HOMEOWNERS ASSOCIATION

3.1 FORMATION OF HOMEOWNERS ASSOCIATION.

The Developer has formed the Association for the purpose of enforcing this Declaration and maintaining and protecting the Common Areas.

3.2 CREATION OF ASSOCIATION.

The Developer authorized the creation of the Association, by the filing of Articles of Incorporation of the Association with the Wisconsin Department of Financial Institutions. All Lot Owners shall be entitled and required to be members of the Association. The Association shall be known as EASTLAKE VILLAGE HOMEOWNERS ASSOCIATION, INC. The Association has been incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. The Articles of Incorporation and the By-Laws for the Association shall be prepared by the Developer in its sole discretion, consistent with the provisions hereof. The Developer shall retain control over all aspects of the Association, including but not limited to its operation and management, through appointment or election of a majority of the Board of Directors until it turns over control of the Association to the Lot Owners. The Developer may turn over control of the Association to the Lot Owners at any time after formation of the Association, but not later than the date on which the last lot owned or controlled by the Developer in the larger Pabst Farms mixed use development is conveyed to a bona fide third-party purchaser.

3.3 MEMBERSHIP.

3.3.1 Upon formation of the Association, each Lot Owner shall automatically become a member of the Association and shall be entitled to one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all co-Owners of the Lot, regardless of the form of tenancy, estate or interest in the Lot.

3.3.2 Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest of the Lot and then only to the transferee; nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

3.4 POWERS OF ASSOCIATION.

Without limitation and in addition to those powers bestowed upon the Association in the Articles, Bylaws and Chapter 181 of the Wisconsin Statutes, the Association shall have the following powers:

3.4.1 To serve as a means through which the Lot Owners may provide for the maintenance, preservation and architectural control of the Common Areas and Lots within the Subdivision and to promote the health, safety and welfare of the Lot Owners, all in accordance with the Declaration;

3.4.2 To serve as a means through which the Lot Owner may provide for the maintenance, preservation and architectural control of sidewalks and recreational trails within the Subdivision;

3.4.3 To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

3.4.4 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in the Subdivision (including, but not limited to, any Common Areas) in connection with the affairs of the Association;

3.4.5 To enforce this Declaration by any means deemed appropriate by the Association;

3.4.6 To purchase, sell and convey Lots (including the Improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Areas;

3.4.7 To enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or Improvements therefor including, without limitation, granting or assigning easement rights or other interests burdening any Common Area;

3.4.8 To incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;

3.4.9 To employ the services of any person, firm, or entity to maintain the Common Areas, or to construct, install, repair or rebuild improvements thereon;

3.4.10 To commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

3.4.11 To adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations;

3.4.12 To exercise all other powers necessary or incidental to maintain, repair, renew, restore or upgrade the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners;

3.4.13 To pay expenses of the Association as the same may be incurred and come due;

3.4.14 To create the ACC and pursue the purposes of the ACC under this Declaration;

3.4.15 To facilitate the creation of, and participate in, a Stormwater Utility District;

3.4.16 To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration; and

3.4.17 To have and to exercise any and all powers, rights and privileges a Wisconsin Nonstock Corporation organized under Chapter 181, Wisconsin Statutes, may now or hereafter have or exercise, subject to the terms and conditions of the Declaration.

3.5 DEVELOPER TO ACT FOR ASSOCIATION.

Prior to the Developer's turnover of control of the Association to the Lot Owners as described in this Article, the Developer shall have all of the powers of, and shall act and perform as, the Association. Similarly, once the Developer has turned control of the Association over to the Lot Owners, the Association shall have all of the powers, and shall act and perform as, the Developer.

3.6 DEVELOPER'S CONVEYANCE TO ASSOCIATION.

Not later than 90 days after the Developer's turnover of control of the Association to the Lot Owners as described in this Article, the Developer will convey to the Association and/or Lot Owners in undivided fractional shares by quit claim deed and quit claim bill of sale any and all personal property, fixtures, structures, improvements, real property and real property interests which the Developer in its sole judgment may deem to be appropriate Common Areas as of the date of such conveyance. The Developer will also deliver to the Association any fees for start up, reserves or contributions to capital collected from Lot Owners upon sale of Lots to such Lot Owners.

4. MASTER ASSOCIATION FOR PABST FARMS.

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Notwithstanding anything herein to the contrary, the Developer may, in its sole discretion, in lieu of or in addition to forming the Association, form a master owners' association (the "Master Association") for not only the Subdivision, but also for the adjacent lands currently owned by the Developer or its Affiliates (on the date hereof) and known as Pabst Farms. The Master Association shall be modeled after the Association as described in this Article and shall have all of the powers set forth in Section 3.4 above. The Developer and/or the Association may assign some or all of their rights and obligations under this Declaration to the Master Association, including without limitation, any rights and/or obligations of the Stormwater Utility District, rights to levy and collect assessments and rights to own and/or use Common Areas. The Master Association may also adopt additional restrictions similar to those in this Declaration, which restrictions shall also apply to Lots in the Subdivision. In the event of any inconsistency between the restrictions set forth in this Declaration and any restrictions adopted by the Master Association, the more restrictive restrictions shall control.

5. ARCHITECTURAL CONTROL COMMITTEE - "ACC"

5.1 CREATION AND PURPOSE OF ACC.

The Developer shall initially create and the Developer and the Association shall maintain an Architectural Control Committee ("ACC") for the purposes of approving plans and specifications that must follow the Architectural Guidelines for Improvements to the Lots in accordance with the terms of this Declaration, and shall carryout such other rights, duties and obligations as are expressed herein.

5.2 MEMBERSHIP.

Until the Developer turns over control of the Association to the Lot Owners, the ACC shall consist of one (1) member being the Developer, its successor or assignee. Upon the Developer's turnover of control of the Association to the Lot Owners, the ACC shall consist of three (3) members who shall be annually appointed by the Board of Directors of the Association and who may also be members of the Board of Directors of the Association.

5.3 MEETINGS.

The ACC shall meet from time to time as the members deem necessary or desirable in order to carry out the functions required of them as set forth in this Declaration.

5.4 EXCULPATION.

In no event shall the actions of the ACC, or any of its members, be deemed to be a warranty, guarantee or assurance that plans, specifications or other documents reviewed and/or approved by it are fit for any particular use or function, or that such instruments comply with any laws, rules, ordinances or regulations. The members of the ACC shall not be liable to any Lot Owner for any actions taken by it/them in their role as a member of the ACC.

6. COMMON AREA EXPENSES AND ASSESSMENTS

6.1 SPECIAL AND GENERAL ASSESSMENTS.

The Association shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Lot Owners and their Lots. The Association may, at any time, levy assessments for such purposes against the Lot Owners and their Lots, other than the Developer and Lots owned by the Developer or any Affiliate of the Developer. The Developer and its Affiliates shall not be responsible at any time for any assessments, General, Special or otherwise.

6.1.1 "Special Assessments" may be made and levied by the Association against a particular Lot Owner (other than the Developer or Developer's

Affiliates) and his, her or their Lot (without levying against other Lots) for:

a) Costs and expenses (anticipated or incurred) for maintenance or repair of damage to Common Areas, sidewalks and/or recreational trails caused by or at the direction of the Lot Owner or the Family or guests of the Lot Owner;

b) Costs and expenses (anticipated or incurred) for maintenance or repair to Improvements or landscaping on the Lot Owner's Lot consistent with Section 1.4 above;

c) Costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against (or, to the extent the Association prevails, to defend this Declaration from) the Lot Owner;

d) Costs, expenses and consultants' fees incurred in connection with processing or reviewing any ACC approval required under this Declaration with respect to the Lot Owner's Lot;

e) Interest due on General or Special Assessments; and

f) All other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration.

6.1.2 "General Assessments" shall be made and levied by the Association equally against each Lot Owner (other than the Developer) and his, her or their Lot for the following "common expenses" benefiting several Lots, which may be anticipated, incurred or paid by the Association for:

a) Maintenance, repairs, upkeep or operation of the Common Areas, sidewalks and/or recreational trails, including but not limited to, reserves and start up fees therefor;

b) Any insurance maintained by the Association;

c) Taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association or any Common Areas;

d) All costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

e) Costs and expenses for additional Improvements to Common Areas;

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

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

h) Costs and expenses of services, if any, made available to all Lots and/or for any Common Areas;

i) Costs and expenses of the Association and the ACC in performing their duties hereunder;

j) Costs, expenses and/or assessments relating or owed to any Stormwater Utility District;

k) Any other costs and expenses incurred by the Association in the fulfillment of its obligations under this Declaration for the benefit of all of the Lots.

6.1.3 The Association shall maintain separate books and records for General and Special Assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessments.

6.1.4 The Board of Directors shall, not later than December 15, determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall forward a copy to each Lot Owner or one of the co-Owners of the Lot, prior to the annual meeting for the Association. General Assessments shall be due not later than the February 28 following the date levied.

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6.2 PAYMENT OF ASSESSMENTS.

Each Lot Owner shall promptly (and, if no other due date is specified, not later than 10 days from receipt of written notice of any assessment) pay, when due, all General and Special Assessments levied by the Association against such Lot Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum on a specified date or in installments with or without interest). Time is of the essence with respect to all payments. All co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise). General Assessments shall be billed annually, or at such more frequent intervals as the Association determines from time to time. A late fee of $25.00 may be assessed against each Lot Owner for each delinquent payment.

No Lot Owner may exempt itself or its Lot from liability for contribution for charges and assessments levied by the Association by waiver of use of any of the Common Areas, or by the abandonment of the Lot; no conveyance shall relieve the seller or the Lot of such liability, and the Lot Owner shall be jointly, severally and personally liable along with the purchaser in any such conveyance for the charges and assessments incurred until the date of the sale, until all charges and assessments against the Lot have been paid. Any interested person shall be entitled to a statement of unpaid assessments with respect to any Lot upon written request to the Secretary of the Association.

6.3 DELINQUENT ASSESSMENTS, INTEREST, LIENS AND COLLECTION.

6.3.1 All General and Special Assessments which are not paid when due shall bear interest at the rate of 12% per annum until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.

6.3.2 The Association shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board of Directors shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

7. RULES AND REGULATIONS.

The Association may, from time to time, adopt or change rules and regulations (hereafter "Rules and Regulations") governing the operation, maintenance and use of the Common Areas and Lots by the Lot Owners and their respective families and guests. Such Rules and Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas and Lots by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations upon receipt of notice thereof. A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

8. STORMWATER/DRAINAGE

8.1 DRAINAGE PLAN.

Prior to constructing any Improvements upon a Lot, the Lot Owner shall submit to and obtain written approval from the Developer and the Stormwater Utility District of a detailed plan describing all drainage and stormwater facilities upon the Lot.

8.2 CONFORMANCE WITH STORMWATER MASTER PLAN.

Each Lot Owner shall be responsible for controlling drainage and stormwater from its Lot, including construction of retention facilities if deemed necessary by the Developer, in conformance with the Stormwater Master Plan. The existing drainage pattern on a Site shall not be changed significantly, and no change to the drainage pattern on other lands within the Subdivision shall be caused by a Lot Owner, which varies from the Stormwater Master Plan as that plan is amended by the Developer or the Stormwater Utility District from time to time.

8.3 STORM DRAINAGE.

Storm drainage outfall from a completely developed Lot, and generated from a 100 year rain storm event, shall not exceed the physical abilities of the streams, drainage ways or storm sewers immediately adjacent to and downstream from the Lot to accommodate such outfall. All drainage shall be in compliance with the Stormwater Master Plan and with all State of Wisconsin Department of Natural Resources rules and regulations.

8.4 EROSION CONTROL.

Each Lot Owner shall take whatever steps are deemed reasonably necessary by the Developer to prevent erosion during the construction of any Improvements.

8.5 STORMWATER UTILITY DISTRICT.

Notwithstanding anything herein to the contrary, by accepting title to a Lot, a Lot Owner acknowledges that all aspects of the design, development, financing, construction, installation, operation, maintenance, repair and administration of all drainage plans for the Subdivision, the Stormwater Master Plan, any companion stormwater management plan and every component thereof, shall be subject to the authority of a Stormwater Utility District. The Property and all Lot Owners shall be bound by any ordinances and/or orders adopted or issued by the Stormwater Utility District, and the Property shall be subject to annual, special and periodic assessments by the Stormwater Utility District to ensure proper design, development, construction, installation, operation, maintenance, repair and administration of all drainage and stormwater facilities within the Subdivision. A Lot Owner may be obligated to enter into a stormwater management plan or agreement with the Stormwater Utility District and/or the Developer as a condition of obtaining approval to develop a Lot. At its discretion, the Developer may assign to the City or the Stormwater Utility District any and all rights of the Developer hereunder relative to drainage and stormwater in the Subdivision.

8.6 LIABILITY FOR RETENTION FACILITIES.

Stormwater retention facilities have been created and are required by the City and/or the Stormwater Utility District to assist in stormwater management. Stormwater retention facilities are not intended to be used for swimming or recreational facilities, and any use of stormwater retention facilities for such activities is strictly prohibited. Any person entering into or using stormwater retention facilities either intentionally or accidentally shall do so at their own risk. By purchase of a Lot in the Subdivision, each Lot Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the City, the Stormwater Utility District, the Developer, the Association, and their respective Affiliates, agents, contractors, attorneys, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the stormwater retention facilities. In addition, each Lot Owner to the extent of insurance coverage available (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the City, the Stormwater Utility District, the Developer, the Association, and their respective Affiliates, agents, attorneys, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the stormwater retention facilities.

9. LANDSCAPING OF COMMON AREAS

9.1 MASTER LANDSCAPE PLAN.

In order to preserve the natural amenities of the Subdivision and to provide for the enhancement of property values for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner, the Developer has created a master landscape plan attached hereto as Exhibit "C," which may be amended from time to time (the "Master Landscape Plan"). The Master Landscape Plan may include various hedge and screen plantings, berms, trees, shrubbery and related landscaping which are to be constructed by the Developer on certain Common Areas and Lots in the Subdivision. The Master Landscape Plan also includes the construction of Improvements and landscaping for the entranceway to the Subdivision (hereafter the "Entry Landscaping"). The Developer reserves the right to change the Master Landscape Plan and Entry Landscaping in its sole discretion.

9.2 LANDSCAPE EASEMENT.

This Declaration hereby grants an easement in favor of the Developer and the Association, upon, across, over and through all of the Lots and Common Areas, for the purpose of allowing Developer and the Association and their agents ingress and egress in order to accomplish the construction and maintenance of any of the Improvements or facilities for the Master Landscape Plan and Entry Landscaping.

9.3 MAINTENANCE AND REPAIR.

The Association shall be responsible for maintaining and repairing the components of the Master Landscape Plan and Entry Landscaping. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the pruning, cutting, and replacement of all trees and shrubbery so as to maintain the components of the Master Landscape Plan and the Entry Landscaping in an attractive condition consistent with the original design. The costs of such maintenance and repairs will be levied by the Association equally against all Lot Owners, other than the Developer, as a General Assessment pursuant to this Declaration.

10. MISCELLANEOUS

10.1 LOT OWNERS' LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association or the Developer) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

10.2 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the registered agent of the Association or such legal counsel as the Association may

designate to receive service of process by filing such designation with the State of Wisconsin Department of Financial Institutions.

10.3 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

10.3.1 The Association (or, until turnover of control of the Association to the Lot Owners, the Developer) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the Association or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the Association or the ACC to take any action requested by a Lot Owner.

10.3.2 Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the Association or ACC.

10.3.3 Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any reverter or reversion of title to any Lot.

10.4 FAILURE TO ENFORCE NOT WAIVER.

Failure of the Association to enforce any provision contained herein shall not be deemed a waiver of the Association's right to enforce this Declaration in the event of a subsequent default.

10.5 RIGHT TO ENTER.

The Association shall have the right to enter upon any Lot for the purpose of ascertaining whether the Lot Owner of said Lot is complying with this Declaration, and, if the Association so elects under this Declaration for the purpose of performing obligations hereunder on behalf of a party in default hereof.

10.6 RIGHT TO VARY.

The Developer may, in its sole discretion, grant variances from the strict application of this Declaration where strict application of any provision would result in exceptional or undue hardship to the Lot Owner of any Lot, or where otherwise deemed appropriate by the Developer. No variance may be granted which would conflict with any applicable zoning requirement or other ordinance.

10.7 RIGHT TO MODIFY.

The Developer may, in its sole discretion, at any time and from time to time, modify this Declaration and/or the name of the Subdivision in writing. Such modifications shall apply only to Lots then owned by the Developer, and to any alterations to existing Improvements or new Improvements on all other Lots. Modifications shall take effect upon recording.

10.8 ADDITION TO OR SUBTRACTION FROM THE PROPERTY.

The Developer may, in its sole discretion, from time to time subject additional land to this Declaration by recording this document against such land and such additional land shall then be a part of the Subdivision from and after the date of such recording. The Developer may also, in its sole discretion, by an appropriate recorded document, remove land from the effect of this Declaration and thereby reduce the extent of the Subdivision, without the consent of the then Lot Owner of such land. Section 9.7 permits termination of this Declaration in its entirety and this Section permits such a termination as to a part of the Property.

10.9 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

10.10 COVENANTS RUNNING WITH LAND.

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

10.11 AMENDMENTS TO DECLARATION.

This Declaration may be amended by recording in the office of the Register of Deeds for Waukesha County, Wisconsin, a document to that effect executed by the Developer or by the owners of at least 50% of all Lots in the Subdivision, and their mortgagees, with all signatures duly notarized. By accepting title to a Lot, a Lot Owner hereby designates Developer its attorney in fact to adopt amendments to this Declaration; and each Lot Owner's designation of Developer as its attorney in fact to amend this Declaration shall remain in effect until Developer sells to a bona fide third party purchaser the last Lot in the Subdivision owned or controlled by Developer. Any amendment to this Declaration shall become effective only upon recording. Notwithstanding the foregoing, this Declaration may not be amended without the express written consent of the Developer prior to the date the Developer has sold the last lot owned or controlled by the Developer in the larger Pabst Farms mixed use development. Further, Article 8 of this Declaration may not be amended without the express written consent of the City.

10.12 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of 50 years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 50-year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is recorded an instrument (executed by the Lot Owners of at least 50% of all Lots in the Subdivision and their mortgagees) terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial 50-year term, whichever occurs later.

10.13 INTERPRETATION.

This Declaration shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under this Declaration or approved in writing by the Developer or the Board of Directors of the Association.

10.14 CAPTIONS.

The captions of articles and sections herein are for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the particular article or section to which they refer.

10.15. RECORDING.

Any reference herein to recording a document shall mean recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

10.16 NOTICES.

Every Lot Owner shall give written notice to the Developer of its name and address for notice purposes (identifying the Lot it has acquired) within ten (10) days of becoming a Lot Owner.

10.17 REZONING OF DEVELOPER PROPERTY.

By accepting title to a Lot, a Lot Owner irrevocably waives any rights it may have at any time to object to rezoning or use of any other property owned or controlled by the Developer or its Affiliates at any time.

10.18 MARKETING; PARADE OF HOMES

The Developer discloses that the Developer may arrange for the Subdivision or some portion(s) thereof to be included in a "Parade of Homes" or similarly titled event in which members of the public are invited to inspect, at one time, a number of Lots improved by Improvements. Such events may result in temporary periods of significant construction activity, traffic slow-downs and large crowds, and may continue for a period of several weeks. The Developer may, in its sole discretion, implement signage, lighting and/or other measures in addition or contrary to those described in this Declaration for purposes of promoting and operating any Parade of Homes or similarly titled event. By acceptance of a deed or other conveyance to a Lot, a Lot Owner is deemed to acknowledge the possibility of such event and is deemed to have waived any objection to any such event. Developer is not, however, required to include the Subdivision in any such event, and may base its decision of whether or not to do so on the Developer's individual interests.

added

10.19 OUTLOTS.

Outlot 15 on the Plat is reserved for future right of way dedication. If Outlot 15 is not dedicated to the City by the end of 2006, Outlot 15 must be transferred to an owner of abutting property. Waukesha County shall not be liable for any fees or special assessments in the event they become the owner of any Outlot by reason of tax delinquency.

001827 JAN -6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

James Zhang & Wei Yao
Owner of Lot 76 in the Subdivision;
Lot Owner represents that North Shore Bank
is the current mortgagee of Owner's Lot

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on Dec. 22, 2004 by Zhang - Wei Yao.

[Seal]

William C. Herman
(_____)
Notary Public, State of Wisconsin
My commission is permanent

_____
Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

_____
(_____)
Notary Public, State of Wisconsin
My commission _____

001828 JAN -6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

YAWEI Liu & Wenjing Shan
Owner of Lot 66 in the Subdivision;
Lot Owner represents that _____
is the current mortgagee of Owner's Lot

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on Dec 22, 2004 by Yawei Liu and Wenjing Shan

William C Noonan
( )
Notary Public, State of Wisconsin
My commission is permanent

[Seal]

_____
Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

001829 JAN-6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Kathleen A. Flanagan
Owner of Lot 40 in the Subdivision;
Lot Owner represents that _____
is the current mortgagee of Owner's Lot

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on 12/30/04, 2004 by Kathleen A. Flanagan.

[Seal] JEANNE K. MAGILL NOTARY PUBLIC STATE OF WISCONSIN

Jeanne K Magill
(Jeanne K Magill)
Notary Public, State of Wisconsin
My commission expires: 4/29/07

_____
Mortgagee of Lot ____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

001830 JAN-6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Richard L. Hulgan
Mary Hulgan
Owner of Lot 160 in the Subdivision;
Lot Owner represents that M&I Bank
is the current mortgagee of Owner's Lot

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on December 30, 2004 by _____.

[Seal]

Constance Jordan
( )
Notary Public, State of Wisconsin
My commission 2-18-2007

M&I Bank
Mortgagee of Lot 160 in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on December 30, 2004 by _____.

[Seal]

Constance Jordan
( )
Notary Public, State of Wisconsin
My commission 2-18-2007

001831 JAN-6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Julie Ausprung

Owner of Lot 99 in the Subdivision;
Lot Owner represents that _____
is the current mortgagee of Owner's Lot

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on December 21, 2004 by Julie Ausprung.

JEANNE K. MAGILL NOTARY PUBLIC STATE OF WISCONSIN

Jeanne K Magill
Jeanne K Magill)
Notary Public, State of Wisconsin
My commission expires: 4/29/07

_____
Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

001832 JAN-6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Alan N. James
Owner of Lot 102 in the Subdivision;
Lot Owner represents that _____
is the current mortgagee of Owner's Lot

State of Wisconsin)
: SS
MILWAUKEE County)

This instrument was acknowledged before me on DECEMBER 20, 2004 by VALERIE NAVIN & ALAN N. JAMES

[Seal]

Valerie Navin
(VALERIE NAVIN)
Notary Public, State of Wisconsin
My commission FEBRUARY 26, 2006

_____
Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

001833 JAN-6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Owner of Lot 108 in the Subdivision;
Lot Owner represents that _____
is the current mortgagee of Owner's Lot

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on December 17, 2004 by Jon Lestina.

[Seal] JEANNE K. MAGILL NOTARY PUBLIC STATE OF WISCONSIN

Jeanne K Magill
(Jeanne K Magill)
Notary Public, State of Wisconsin
My commission expires 4-29-07

_____
Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

001834 JAN -6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Kenneth J. Helbing

Owner of Lot 2 in the Subdivision;
Lot Owner represents that _____
is the current mortgagee of Owner's Lot

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on December 16, 2004 by Kenneth J. Helbing

[Seal]

Jeanne K Magill

Jeanne K Magill)
Notary Public, State of Wisconsin
My commission expires: 4/29/07

_____

Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

_____

( )
Notary Public, State of Wisconsin
My commission _____

001835 JAN-6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

David J Hribar and Julie A Hribar
Owner of Lot 72 in the Subdivision;
Lot Owner represents that David & Julie A. Hribar
is the current mortgagee of Owner's Lot

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on 12/14/, 2004 by David & Julie Hribar.

[Seal]

Kimberly A Krusko
( )
Notary Public, State of Wisconsin
My commission 8-12-2006

David J and Julie A Hribar
Mortgagee of Lot 72 in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

001836 JAN-6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

KETTLE CREEK HOMES, LLC

By: _____ Craig Caliendo, President

Owner of Lot * in the Subdivision;
Lot Owner represents that M & I Marshall & Ilsley Bank is the current mortgagee of Owner's Lot

*32,48,117,125,126, 142 and 148

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on December 22, 2004 by Craig Caliendo.

[Seal]

_____
(Jacqueline A. Nowak)
Notary Public, State of Wisconsin
My commission expires: 2/18/2007

_____
Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

001837 JAN -6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Cathie Winter
Owner of Lots 3 + 85 in the Subdivision;
Lot Owner represents that _____
is the current mortgagee of Owner's Lot

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on December 17, 2004 by Cathie Winter.

JEANNE K. MAGILL NOTARY PUBLIC STATE OF WISCONSIN

Jeanne K. Magill
(Jeanne K. Magill)
Notary Public, State of Wisconsin
My commission expires: 04-29-07

_____
Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

001838 JAN-6 03

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Ronald D Wolter

Owner of Lots * in the Subdivision;
Lot Owner represents that _____
is the current mortgagee of Owner's Lot

* 9, 21, 43, 96

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on December 9, 2004 by Ronald Wolter.

JEANNE K. MAGILL [Seal] NOTARY PUBLIC STATE OF WISCONSIN

Jeanne K Magill
(Jeanne K. Magill)
Notary Public, State of Wisconsin
My commission expires: 04-29-07

_____
Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

001839 JAN-6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Owner of Lot 31-60 in the Subdivision;
Lot Owner represents that No Mortgage
is the current mortgagee of Owner's Lot

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on December 9, 2004 by Gary R. Etzel.

[Seal]

(Jeanne K. Magill)
Notary Public, State of Wisconsin
My commission expires: 04-29-07

Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

( )
Notary Public, State of Wisconsin
My commission _____

001840 JAN-6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Pabst Farms Development, LLC

William C. Niemann Vice President
Owner of Lot[s] * in the Subdivision;
Lot Owner represents that (No Mortgagee)
is the current mortgagee of Owner's Lot
* 8, 34, 42, 49, 54, 56, 57, 77, 78, 79, 83, 89, 90, 95, 97, 98, 103, 104, 110, 113, 118, 119, 121, 122, 123, 124, 132, 134, 135, 136, 137, 143, 144, 146, 147, 148, 151, 153, 154, 155, 156, 157, 158, 159, 165, 166, 167

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me on December 8, 2004 by William C. Niemann.

[Seal]

Jeanne K. Magill
(Jeanne K. Magill)
Notary Public, State of Wisconsin
My commission expires: 04-29-07

Mortgagee of Lot ____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

(_____)
Notary Public, State of Wisconsin
My commission _____

001841 JAN -6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Todd Becker, Agent
Owner of Lots * in the Subdivision;
Lot Owner represents that No Mortgage
is the current mortgagee of Owner's Lot

* 19, 36, 58, 59, 93 and 116

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on Dec. 1, 2004 by Todd Becker.

William C Homan
( )
[Seal] Notary Public, State of Wisconsin
My commission is permanent

_____
Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

_____
( )
[Seal] Notary Public, State of Wisconsin
My commission _____

001842 JAN-6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Steven R Clavette

Owner of Lots * in the Subdivision;
Lot Owner represents that there is no (SRC)
is the current mortgagee of Owner's Lot

* 30, 44, 45, 106, 107, 115, 138, 168 and 169

State of Wisconsin)
: SS
WAUKESHA County)

This instrument was acknowledged before me on Dec. 2, 2004 by Steven R. Clavette.

William C Nevaril

[Seal]

( )
Notary Public, State of Wisconsin
My commission is permanent

Mortgagee of Lot _____ in the Subdivision

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on _____, 2004 by _____.

[Seal]

( )
Notary Public, State of Wisconsin
My commission _____

001843 JAN -6 05

CONSENTS FROM LOT OWNERS AND MORTGAGEES TO IMPLEMENTING THE TERMS OF THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE VILLAGE SUBDIVISION

Owner of Lots * in the Subdivision;
Lot Owner represents that Bank of America is the current mortgagee of Owner's Lot
* 6, 7, 22, 47, 51, 63

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on Dec. 3, 2004 by Joseph Orendorf.

[Seal]

( )
Notary Public, State of Wisconsin
My commission is permanent

Mortgagee of Lots * in the Subdivision
* 6, 7, 22, 47, 51, 63

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on Dec. 3, 2004 by _____.

[Seal]

( )
Notary Public, State of Wisconsin
My commission _____

001844 JAN-6 05

EXHIBIT "A"

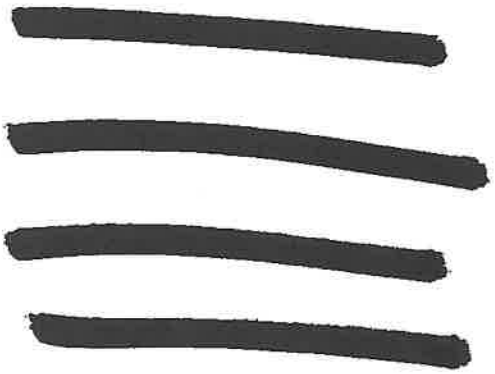
LEGAL DESCRIPTION OF PROPERTY/
EASTLAKE VILLAGE SUBDIVISION

Lots One (1) thru One Hundred Seventy (170), inclusive and Outlots One (1), Two (2), Three (3), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Sixteen (16) all in EASTLAKE VILLAGE, being Parcel Nine (9) of Certified Survey Map No. 9171, being a part of the Southeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Eleven (11), part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4), Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Fourteen (14), part of the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Fourteen (14), and part of the Southwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Fourteen (14), all in Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, County of Waukesha, State of Wisconsin.

001845 JAN-6 85

EXHIBIT "B"

SUBDIVISION PLAT FOR EASTLAKE VILLAGE SUBDIVISION



0018446 JAN-6-05

EASTLAKE VILLAGE

PARCEL 8 OF CERTIFIED SURVEY MAP NO. 8171, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 14, PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, ALL IN TOWN 7 NORTH, RANGE 17 EAST, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

VISION CORNER EASEMENT DETAIL TYPICAL

NO ACCESS DETAIL TYPICAL

NO DIRECT ACCESS TO C.T.H. "B" FROM ANY LOTS OR OUTLOTS SHALL BE PERMITTED. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED OVER THE VISION CORNER OF ADJACENT LOTS.

NO VEGETATIONAL FENCING OR OTHER OBSTRUCTION WHICH EXCEEDS 24" IN HEIGHT ABOVE EITHER CENTERLINE OF THE TWO STREETS SHALL BE PERMITTED WITHIN THE VISION TRIANGLE.

ALL PUBLIC ROAD INTERSECTIONS SUBJECT TO VISION CORNER EASEMENTS.

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., or by the County Planning Agency.

Certified December 23, 2003

Department of Administration

VICINITY MAP
T 7 N, R 17 E
SCALE: 1" = 1000'

MIN. LOT SIZE:
ALL LOTS EQUAL TO OR GREATER THAN 12,000 S.F.

BUILDING SETBACKS:
FRONT YARD – 25'
SIDE YARD – 15' (OR 12' WHEN FRONT OPPOSITE SIDE YARD)
FRONT SIDE YARD – 25'
REAR YARD – 25'

OUTLOT USES:

OUTLOT 1-3, 5-10,14 – OPEN SPACE
OUTLOT 4 – PABST FARMS JOINT STORMWATER DISTRICT
OUTLOT 12 – FUTURE RIGHT OF WAY DEDICATION (IF OUTLOT 12 IS NOT DEDICATED TO THE CITY BY THE END OF 2008, OUTLOT 12 SHALL BE TRANSFERRED TO AN OWNER OF ABUTTING PROPERTY.)
OUTLOT 17 – DEDICATED TO THE CITY OF OCONOMOWOC FOR LIFT STATION PURPOSES.

ALL OUTLOTS EXCEPT OUTLOT 4, 12 AND 17 SHALL BE MAINTAINED BY THE EASTLAKE VILLAGE HOMEOWNER'S ASSOCIATION, INC. EACH RESIDENTIAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN THE OUTLOTS EXCEPT OUTLOTS 4, 12, AND 17.

WAUKESHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME OWNER OF ANY LOT OR OUTLOT BY REASON OF TAX DELINQUENCY.

LEGEND

- ⊙ INDICATES 1.32" REBAR, WT. 4.303 LBS. PER LINEAL FOOT, 30" IN LENGTH, SET.
- ● INDICATES 1.32" REBAR FOUND, UNLESS OTHERWISE NOTED.
- ALL OTHER LOT AND OUTLOT CORNERS HAVE 3/4"Ø X 24" IRON PIPES, WT. 1.68 LBS. PER LINEAL FOOT SET, UNLESS OTHERWISE NOTED.
- ALL BEARINGS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT.
- PLAT REFERENCED TO THE STATE PLANE COORDINATE SYSTEM SOUTH ZONE IN WHICH THE EAST LINE OF THE SW 1/4 OF SECTION 14, T7N R17E HAS A BEARING OF N00°04'26"W (NAD83).
- (D) DEDICATED TO PUBLIC FOR STREET PURPOSES.

ERIC R. STURM S-2248 WAUKESHA WI 5-2-03 LAND SURVEYOR

Revised 12/15/03

National Survey & Engineering

PROJECT NO. 3030144 – 518872
THIS INSTRUMENT WAS DRAFTED BY ERIC R. STURM, R.L.S. S-2248

SHEET 1 OF 4 SHEETS

0018477 JAN -6 98

EASTLAKE VILLAGE

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 9171, BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 14, PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, ALL IN TOWN 7 NORTH, RANGE 17 EAST, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

L=307.76'
R=1340.00'
C=307.08'
CB=N35°30'38"E
CENTRAL<=13°09'33"

EAST LAKES CIRCLE

SPRINGHOUSE COURT

SPRINGHOUSE DRIVE

RIVER LAKES ROAD

WILLSPRING COURT

OUTLOT 6

OUTLOT 9

OUTLOT 12

OUTLOT 13

OUTLOT 14

OUTLOT 15

OUTLOT 16

OUTLOT 17

OUTLOT 18

OUTLOT 19

OUTLOT 1

OUTLOT 2

OUTLOT 3

OUTLOT 4

OUTLOT 5

OUTLOT 7

OUTLOT 8

OUTLOT 10

OUTLOT 11

LA BELLE SPRINGS COURT

DEDICATED TO THE PUBLIC

VICINITY MAP

N

GRAPHIC SCALE

(IN FEET)

LEGEND

MIN. LOT SIZE:

ALL LOTS EQUAL TO OR GREATER THAN 12,000 S.F.

BUILDING SETBACKS:

FRONT YARD – 25'
SIDE YARD – 15' (OR 12' WHEN FRONT OPPOSITE SIDE YARD)
FRONT SIDE YARD – 25'
REAR YARD – 25'

ALL EASEMENTS ARE SUBJECT TO THE TERMS OF THE MASTER ELECTRIC UTILITY EASEMENT AGREEMENT RECORDED ON MAY 1, 2003 AS DOCUMENT NO. 3016572.

NOTE

LOTS 131, 132, 133, 134, 135, 136, 137, 138 AND 139 SHALL BE PERMITTED ONE ACCESS EASEMENT FOR A DRIVEWAY, 16' WIDE, ACROSS THE ADJACENT OUTLOT.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., or by the County Planning Agency.

Certified December 23, 2003

Ramona M. Rousey
DOA
Department of Administration

ERIC R. STURM
S-2148
WAUKESHA
WISCONSIN
LAND SURVEYOR

Revised 12/18/03

National Survey & Engineering

NO DIRECT ACCESS TO C.T.H. "B" FROM ANY LOTS OR OUTLOTS SHALL BE PERMITTED. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED OVER THE VISION CORNERS OF ADJACENT LOTS.

NO ACCESS

NO ACCESS DETAIL TYPICAL

CITY OF OCONOMOWOC TYPICAL UTILITY EASEMENT

THIS IS INTENDED FOR ALL UTILITIES: ELECTRIC, PHONE, GAS, SANITARY, STORM, WATER, CABLE TV.

PROJECT NO. 2030164 – 3160972

THIS INSTRUMENT WAS DRAFTED BY ERIC R. STURM, R.L.S. S-2148

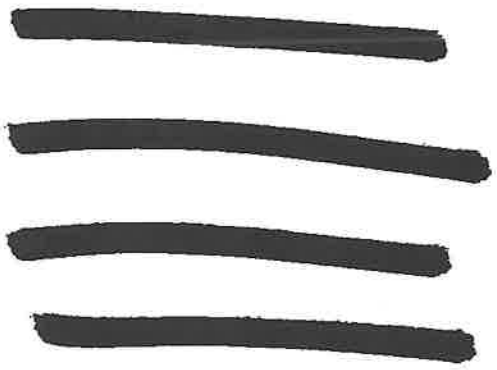
SHEET 2 OF 4 SHEETS

001848 JAN-6 85

EXHIBIT "C"

MASTER LANDSCAPE PLAN

On file at Developer's Principal Office



001849 JAN-6 05

EXHIBIT "D"

ARCHITECTURAL DESIGN AND LANDSCAPE GUIDELINES

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II. *HOUSING DESIGN*

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VII. *CONSTRUCTION RULES AND REGULATIONS*

VIII. *MASTER PLANT LIST/LANDSCAPE PLANNING CONCEPTS*

IX. *BASIC STRUCTURAL WIRING SPECIFICATIONS*

I. INTRODUCTION

The purpose of the Architectural Guidelines is to create quality housing that is integrated with the natural open space of Pabst Farms and to preserve and maintain high aesthetic standards for the entire community. These Architectural Guidelines will ensure appropriate use and improvement of each Lot and protect Lot Owners against use of surrounding Lots that may detract from the residential value or enjoyment of their Homes. The Architectural Guidelines will guard against the erection or maintenance of garish or poorly designed or proportioned structures and will obtain a harmonious and aesthetically pleasing blend of materials, structures, and color schemes that insures a community consistent with high aesthetic standards set by the City and the Developer.

An Architectural Control Committee (ACC) has been established for the Subdivision. The ACC works closely with Lot Owners, architects, and contractors to ensure these standards are maintained. A qualified home designer or architect must design all proposed buildings. Preliminary Plans for buildings and landscaping will be submitted to the ACC for initial review and approval. The contract documents (working drawings) will be submitted to the ACC for final written approval. Details of these procedures are included in the Declaration and these Architectural Guidelines.

No application shall be made to the City for a building permit until the architectural drawings (including working drawings) and landscape plans have been approved by the ACC.

II. HOUSING DESIGN

The architecture of all Homes must respect the well-crafted tradition of Lake Country homes, utilizing durable and proven materials and construction techniques. Traditional building shapes are to be incorporated into the design of each Home. Every effort should be made to break down the mass of the building with offsets in plane or architectural components in order to avoid long, unarticulated walls. Homes that are too similar in appearance will not be permitted in close proximity to one another.

A. ROOFS AND DORMERS – Flat roofs are not permitted except over porches and entryways. The use of proportionally designed dormers and gables is encouraged in both the one story and one and one-half story Homes. The use of these architectural components will be subject to ACC approval.

B. DOORS AND WINDOWS – Simple swing type doors are encouraged for all door openings on the exterior. The use of sliding doors is discouraged except on rear elevations.

If shutters or window grilles are used on one window, they must be used on all windows that will accept them on all four sides of the home. Shutters should be designed and proportional to fit the size of the window.

C. BAYS AND CHIMNEY CHASES – Any bays or other projections that extend down to the top of the foundation level must have a foundation beneath. "Hung Bays" not extending down to the foundation are permitted if supported by appropriate brackets. Chimney chases must have a foundation beneath.

D. EXTERIOR PAINTING – All exterior colors must be approved by the ACC. This requirement applies to siding, doors, shutters, trim, roofing and other appurtenant structures. However, an application is not required in order to repaint or re-stain an object to match the original color.

E AWNINGS – Metal or plastic awnings are prohibited. The ACC must approve fabric awnings.

F. PLUMBING AND ATTIC VENTS – All plumbing vents within reasonable distance of each other shall be combined into one vent extending through the roof.

G. EXTERIOR STAIRS AND RAILINGS – All stairs except for wooden decks shall be of masonry or concrete construction. Handrails shall be constructed of steel, cast iron, aluminum or wood. Wood railings of traditional design are preferred over all other types of railings.

H. GUTTERS AND DOWNSPOUTS – All gutter and downspouts, including replacements, must conform in color and design to those installed originally. Any addition of new gutters or downspouts, or a change in location of a original gutter or downspout, requires ACC approval.

Gutters and downspouts must not be located in such a manner as to adversely affect drainage onto neighboring Lots. Black tubing used for additional drainage purposes must be buried underground and directed away from adjacent Lots. Splash blocks must be black or green plastic or unpainted concrete.

I. EXTERIOR LIGHTING – Exterior Lights on homes shall use white light bulbs of 100 watts or less with a maximum of 8 lights per home. Lights shall be placed so that they do not shine directly at neighbors. Exterior lights on Homes shall be mounted on the Home at appropriate locations, such as adjacent to entry, patio and garage doors, and portico ceilings. All fixtures shall be of traditional design, and

shall be consistent with the design of the structure. Low-level patio/landscape lighting is allowed to a limited extent as approved by the ACC.

J. STRUCTURAL WIRING – All Homes shall be pre-wired with a structural wiring system that conforms to the specifications and procedures set forth in these Architectural Guidelines.

III. SITE REQUIREMENTS

A. GRADING – A site plan with the proposed grading shall be submitted with architectural plans. Grading of the site can only be accomplished after complete architectural and landscaping plans have been approved. The proposed amount of cut and fill should be stated on the preliminary plans submitted to the ACC. The ACC, prior to the start of construction, shall approve the finished elevations of the ground floor.

B. MAILBOXES - In order to maintain a pleasant continuity in the Subdivision, permanent mail/newspaper units must be purchased by each Lot Owner from the Developer at the time of the closing their purchase of the Lot. The Developer will install, at the Lot Owner's expense, the mail/newspaper units in locations selected by the Developer and approved by the U.S. Postal Service. Repairs and/or maintenance of the permanent mail/newspaper unit are the responsibility of the respective Lot Owners. Mail/newspaper units may not be altered, painted or otherwise changed without prior written consent from the ACC. The Lot Owner, at its expense, shall replace any mail/newspaper unit that has deteriorated beyond repair with a new mail/newspaper unit identical to the unit being replaced. Should maintenance or replacement be required and not performed in a timely manner on the mail/newspaper units, the Association reserves the right to have repairs made and specially assess costs to the respective Lot Owners of the mailboxes.

C. LAMP POSTS - In order to maintain a pleasant continuity, a uniform lamppost must be purchased by each Lot Owner from the Developer at the time of the closing their purchase of the Lot. The Lot Owner will install each lamppost at the Lot Owner's expense, in a location designated by the ACC. The Lot Owner shall maintain the post lamp in a proper operating manner. Lampposts may not be altered, painted or otherwise changed without prior written consent from the ACC. The Lot Owner, at its expense, shall replace any lamppost that has deteriorated beyond repair with a new lamppost identical to the lamppost being replaced. If the post lamp is not so maintained or replaced, and the condition has not been rectified by the Lot Owner within 10 days after receipt of a notice from the Association specifying the violations of this section, the Lot Owner shall be subject to a penalty of not more than $10.00 per day from the date of notice until the date the

condition has been rectified. The penalty shall be specially assessed against the Lot Owner and, if not paid, will be enforced as provided in the Declaration.

D. RECREATIONAL FACILITIES - Portable basketball hoops or play equipment are prohibited. All play equipment structures shall be submitted to the ACC for approval prior to installation.

E. FLAG POLES – Permanent, freestanding flagpoles are prohibited.

F. Clotheslines - The use of fixed clotheslines is prohibited.

IV. LANDSCAPE GUIDELINES

A. LAWN AND PLANT MATERIALS – Plant materials and the minimum sizes to be installed will be limited to those in the "Master Plant List". Materials not on the list must be approved by the ACC.

The ACC shall have the right to approve or reject the quality of any plant material to be installed on a Lot. All areas not covered by structures, paving or planting will be seeded or sodded. Sodding is required in all front and side yards. Rear yards may be seeded or sodded. All turf areas will be maintained as mowed turf.

A Lot Owner may plant a flower or vegetable garden or supplement the existing landscaping at any time with the approval of the ACC.

B. PATIOS, DECKS AND TERRACES – All patio, decks and terraces are to be constructed within the confines of the final building pad as designated and depicted on the Plat. Wooden decks will be required to be painted or stained. The design of these elements and the materials to be used must be approved by the ACC.

C. PERMANENT GARDEN ORNAMENTS – Permanent (non-seasonal) garden ornaments shall be part of a landscape submittal, and are not permitted within the view of the street and in no case shall be located within the front yard setback.

D. BIRD FEEDERS – As defined by these Architectural Guidelines, bird feeders are not considered garden ornaments.

V. PROCEDURE FOR FILING PLANS

A. PRELIMINARY DESIGNS – Every Lot Owner must submit two (2) copies of a preliminary architectural and landscape plan. The ACC will redline the drawings and return to the Lot Owner with any requested changes.

The Lot Owner will need to make the requested changes and resubmit four (4) sets of the architectural and landscape plans for final approval. A diagram showing the procedure for submitting architectural and landscape plans is available at the principal office of the Developer.

B. ARCHITECTURAL AND LANDSCAPE PLANS – Plans, to be considered appropriate for review by the ACC must include the following, if the Improvement involves construction of a Home, garage or addition or change to either (unless the ACC advises a Lot Owner in writing to the contrary): (i) construction drawings, plans and specifications prepared by a qualified home designer or architect, showing dimensions, composition and color of exterior materials, together with paint color samples and material samples, and equipment, if any; and (ii) a site plan showing the location of all Improvements, including drives and plantings, compliance with set-back requirements, finished grade elevations, topography, storm water drainage, and other data pertinent to such review by the ACC as it may reasonably request.

The ACC may consider the following factors, and may deny, withhold or condition approval of any proposed Improvement if, in its sole judgment, any one or more of the general purposes specified in Section 1.2 of the Declaration will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated Improvements, including nonrepetition, location with respect to topography and existing surroundings, set-backs, finished grade elevations, access, drainage and plantings; and general aesthetics. Any Lot Owner who causes or allows any Improvements to be constructed, installed, placed or altered on a Lot without prior written approval of the ACC may be required to remove such Improvements in their entirety at the Lot Owner's expense.

C. TIME PROVISIONS – In the event the ACC fails to act upon proposed plans within 30 days following written acknowledgment by the ACC that it has received the last of all documents required to be submitted to the ACC, adequate for purposes of its review, such plans shall be deemed approved by the ACC. In the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within two years following final completion thereof, no right shall exist to thereafter enforce these Architectural Guidelines insofar as approval by the ACC is required as to such particular matter.

Any action by the ACC shall be final and conclusive as to persons then or thereafter owning Lots covered by the Declaration.

D. LIABILITY, LIENS AND APPEALS – The ACC and the Developer shall not be held responsible to any Lot Owner or to any other person, firm or corporation for any portion of the plans and specifications submitted to the ACC. The Lot Owner, by his application for approval, agrees to hold the ACC harmless from any liability, damage, cost or expense, including attorney's fees, which they may incur as a result of his actions or decisions with the application or building activities.

The ACC and the Association have the right to and will enforce these Architectural Guidelines against Lot Owners who violate them to the fullest extent allowed by law. Any Lot Owner may appeal for a variance from these Architectural Guidelines by request in writing if it can be shown that a hardship exists, and that the proposal will conform to the spirit of the Declaration.

E. DEPOSIT – As a condition to approval of construction documents and landscaping plans by the ACC, a Lot Owner shall deposit with the ACC cash or a irrevocable commercial letter of credit posted to the Association in form and substance satisfactory to the ACC, in the amount of twenty-five hundred ($2500.00) dollars to be held as security to ensure completion of the Home and landscaping and also defray any damages to streets, sidewalks, or curbs during construction. The Developer and the ACC shall have the right to correct violations or enforce compliance with these Architectural Guidelines and shall be entitled to pay itself or another contractor, from the security deposit, the costs incurred in such correction or enforcement, including court costs or attorney fees. The Lot Owner shall reimburse the Developer or the ACC any amounts expended in correction or enforcement within forty-eight (48) hours after notice, in order to keep the amount on deposit at $2500.00. Any portion of the deposit not drawn upon by the Developer or the ACC shall be returned to the Lot Owner within 30 days following the Lot Owner's receipt of written notice from the Developer stating that the Lot Owner has complied with terms of Declaration.

VI. ENFORCEMENT

These Architectural Guidelines are binding upon all Lots and Common Areas in the Subdivision, all persons owning such Lots, and all persons building upon the Lots. The Developer, the Association or the ACC shall all have the right, power, and authority to take such action as may be necessary or appropriate to enforce these Architectural Guidelines or to stop any violation thereof, and specifically shall have the right to obtain an injunction in the circuit court of Waukesha County, Wisconsin, or require the posting of a bond, compelling conformance to these Architectural Guidelines or restraining or enjoining any violation of these Architectural Guidelines. Where ambiguities exist in the Architectural Guidelines, the decision of the ACC shall prevail.

The Lot Owner assumes all liability for damages and/or injury to property, persons, utilities, and all other objects, living or inanimate, caused during the course of any work or within the Subdivision.

VII. *CONSTRUCTION RULES AND REGULATIONS*

1. All construction traffic shall use only the construction entrances and roads and/or such public or private roads within the Subdivision, as designated by the Developer.

2. Lot Owner shall be responsible for any damage to landscaping or improvements (including roads) inflicted by any general contractor, subcontractor, or material supplier and restored within forty-eight (48) hours after such damage occurs or such longer period as may be agreed to by the Developer. The Lot Owner shall be responsible for the acts or obligations of their builder/general contractor.

3. No hazardous materials (as determined by the Developer or as defined in any applicable state, federal, or local law) may be used or stored on any Lot.

4. Construction vehicles or heavy equipment shall be removed from a Lot within 48 hours after completion of the use thereof on the Lot.

5. No machinery, equipment or materials shall be stored on a Lot other than for use on that Lot or for use on an adjacent Lot or a Lot immediately across the street and facing such Lot, where owned by the same Lot Owner.

6. During dry conditions, contractors may be required to use watering or dust abatement procedures to limit the amount of dust particles in the air.

7. All mud and debris dropped on the streets or parkways shall be cleaned up immediately and shall not be permitted to remain overnight. The Developer will bill Lot Owners who fail to comply.

8. Dumpsters and portable toilets shall not be located on public property or be located closer than 5 feet from any property line.

9. The Developer shall have the right to amend or modify these Construction Rules and Regulations at any time, in a reasonable manner. Written notice of such amendment or modification shall be given to the Owners of any Lots on which Homes are under construction, but failure to give such notice shall not invalidate any changes or modifications. It shall be the responsibility of any Lot Owner to ascertain whether any amendments or modifications have been made to these Construction Rules and Regulations prior to the start of construction on their Lot.

10. The Developer shall have the right to assign any or all of its rights under the Construction Rules and Regulations to the ACC established pursuant to the Declaration.

11. All construction activities shall comply with all applicable City and state ordinances, rules, and regulations.

VIII. Master Plant List And Illustrations of Acceptable Landscape Planning Concepts

(Master plant list on file in Developer's principal office)

IX. Basic *Structural Wiring Specifications*

General Requirements – All Homes shall be pre-wired with a structural wiring system that conforms to the specifications set forth in this document.

Compliance – Residential cabling and components shall comply with the following industry standards:

- ANSI/EIA/TIA 570A Residential Cabling Standards
- EIA TR 41.8 Standards for Attenuation and Near End Cross Talk (NEXT)
- Local Electrical & Telecommunications Code Requirements

Structural Wiring Network – consists of four basic components:

- Central Distribution Panel (enclosure/cabinet) with Door
- Telecom & Video Modules
- All Structured Wiring to be Homeruns from the CDP using Star Topology
- Multi-port Outlets with RJ45 Jacks for Phone/Data & F Connectors for Video

Minimum Features/Capabilities –

- 6 – TIA Grade 1 Outlets (1 Cat5e + 1 RG-6) at each specified location
- 3 – TIA Grade 2 Outlets (2 Cat5e + 2RG-6)
- Grade 2 Runs shall use 2x2 Bundled & Shielded Multimedia Cable

- Category 5e Cable should be Crush Protected & Enhanced Cross-Talk Mitigated
- RG-6 Cable shall be Quad Shielded & Fully Swept Tested of 2.4 GHz
- All cables shall be terminated in the enclosure
- Based on the above listed specifications the minimum modules required at installation will need to support 8 telephone outlets and 8 TV outlets
- Minimum specifications listed above require 10 – RG-6 runs, therefore, a video amplifier is required
- Category 5e Cabling Runs shall be tested and verified upon installation for pair continuity and wire map
- 1 to 2" conduit shall be run from the enclosure to the attic space for future growth
- 15-year warranty on all cabling must be included

MINIMUM CENTRAL DISTRIBUTION PANEL SPECIFICATIONS:

- Enclosure shall measure approximately 14.25" wide and 37" high with a door, however, larger cabinets as standard may be accepted
- The cabinet must be able to accommodate at least two additional modules in addition to the basic specs and be able to interface with a security system
- The enclosure should be capable of adding 110-volt service so that 3rd party devices can be installed in the enclosure
- Surge protection for the CATV, telephone and data modules is encouraged but not required