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Document Number	THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS FOR OAKMONT ADDITION 1, DUPLEX LOTS Document Title

Return to:
Mr. Timothy Smits
Thomson Corporation
12760 West North Avenue
Brookfield, WI 53008

Parcel Identification Number

Drafted By: Daniel J. Habeck, Esq.

THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS FOR
OAKMONT ADDITION 1, DUPLEX LOTS

THIS THIRD AMENDMENT TO THE DECLARATION OF RESTRICTIONS for Oakmont Addition 1, Duplex Lots is made and entered into this 28 day of June, 2011 by Oakmont Development LLC (the "Developer").

WITNESSETH

The Developer recorded a Declaration of Restrictions for Oakmont Addition 1, Duplex Lots in the office of the Register of Deeds for Waukesha County, Wisconsin as Document Number 3215046 on October 19, 2004, a First Amendment to Declaration of Restrictions for Oakmont Addition 1, Duplex Lots in the office of the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 3226391 on November 24, 2004 and a Second Amendment to Declaration of Restrictions for Oakmont Addition 1, Duplex Lots in the office of the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 3243610 on January 1, 2005. The following Declaration of Restrictions is hereby amended and restated as follows:

WHEREAS, the DEVELOPER owns the subdivision in the City of Waukesha (the "City"), hereinafter legally described, which has been platted as "Oakmont" consisting of 84-single family residential lots, "Oakmont Addition No. 1" consisting of lots 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, and "Oakmont Addition No. 2" consisting of lots 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127 and 128 (Oakmont Single Family, Oakmont Addition No. 1 and Oakmont Addition No. 2. shall collectively be referred to as "Subdivision"). DEVELOPER desires to subject 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 owner of any part of the Subdivision

NOW, THEREFORE, DEVELOPER hereby declares that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

Definition of Terms. "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping group, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption or marriage. "Architectural Control Committee" (A.C.C.) shall mean the committee referred to in Section II hereof, whose responsibility it shall be to determine compliance with these declarations as relates to issues of home size, aesthetic appearance, landscaping, construction materials, number of buildings on a lot, etc.. "Lot" shall mean a lot in the Subdivision platted for residential development, and shall not include any platted Outlot.

"Outlot" shall mean a parcel designated as an Outlot on the Subdivision plat, which, by reason of such designation, is not platted as a single building site. "Unit" shall mean that portion of a building to be occupied by a single family. "Dwelling" shall mean a residence occupied by one Family, as defined above. A dwelling can constitute either a single-family home, or one of two units contained in a duplex. "Home Owners Association, Inc." means a Wisconsin non-stock corporation responsible for certain duties relating to the maintenance and operation of the Subdivision as may be referred to herein or in the bylaws of Oakmont Homeowners Association, Inc. (hereinafter referred to as the "H.O.A.").

SECTION 1

1.1. Property Subject to this Declaration. The following shall be subject to this Declaration:

> Being a Subdivision of a part of the Northwest ¼, Northeast ¼, Southwest ¼ and Southeast ¼ of the Southwest ¼ of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin
>
> **including**
>
> Being a Redivision of Outlot 1 of "Oakmont" Subdivision, being a part of the Northeast ¼ and Southeast ¼ of the Southwest ¼ of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin
>
> Being a Redivision of Outlot 5 of "Oakmont Addition No. 1" Subdivision, being a part of the Northeast ¼ and Southeast ¼ of the Southwest ¼ of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin

SECTION 2

Use of Lots and Similar Matters

2.1. General Purpose. The general purpose of this Declaration is to help assure that the Subdivision and the adjacent property will become and remain an attractive community and toward that end to preserve and maintain the natural beauty and the natural plant life and wildlife habitat of certain open spaces and recreational areas within and in the vicinity of the Subdivision; to ensure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property consistent with the purposes for which it is platted; to encourage and secure the erection of attractive residential structures

thereon, with appropriate locations thereof on building sites; and to secure and maintain proper spatial relationship of structures and lot lines.

2.2. Lots.

A. Oakmont. No lot shall be used except for single-family, residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than one detached, single-family dwelling, not exceeding two and one-half stories in height and an attached private garage, for not less than two cars, and a maximum of one outbuilding incidental to residential use of the premises.

No dwelling shall be erected on any lot having less than the following minimum areas

(1) Not less than 2,200 square feet for a one-story dwelling;

(2) Not less than 1,250 square feet for the first floor of one and one-half or two-story dwelling unit and not less than 2,400 square feet for both the first and second floors combined; or

(3) Not less than 2,200 square feet on the upper floors of a split-level or bi-level dwelling. Upper floors are defined as the total living area on those floors immediately below the roof regardless of whether or not they are at the same elevation.

(4) With respect to all other types of dwelling, not less than such areas, determined by the H.O.A. or A.C.C., as are consistent with the foregoing and with other provisions hereof.

The maximum total floor area of the principal building shall not exceed that permitted under the floor area ratio regulations of the City zoning code as specified by the regulations for the zoning district in which such building is located. Please note Section 2.6 for further details.

Minimum area square footage calculations by the A.C.C. shall be made from the outside face of exterior wall construction and include all walls. Window, fireplace and room projections are included only when the floor joists are extended under those areas. Areas not included are decks, porches, garages, carports, attics, space labeled "optional" or "bonus," breezeways, sunrooms or similar additions. No floor area below finished yard grade shall be considered living area.

For purposes of figuring total area, the A.C.C., in its sole discretion, shall determine what constitutes a one-story, a one and one-half story, a two-story or a tri-level dwelling.

In no event shall any dwelling of any type be erected on any lot containing a total area of less than 2,200 square feet within the main dwelling as measured above.

No building shall be constructed which shall be a substantial duplication of another previously approved or constructed building located within 500 feet of the proposed building unless in the opinion of the A.C.C. such duplication would not be a detriment to the previously approved or constructed building, with all structures completed at the time of the execution of this Declaration exempted from this requirement.

B. Oakmont Addition No. 1. No lot shall be used except for residential two-family duplex purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than one two-family dwelling, with a minimum of two (2) 2-car garages as approved by the A.C.C. provided for hereinafter. All structures shall be designed by a registered architect or professional engineer or designer experienced in residential construction.

No two-family dwelling shall be erected on any lot having less than the following minimum areas, or other than the following requirements:

(1) A maximum of two (2) units per lot (termed primary/secondary units) may be approved by the A.C.C. if they conform to the standards herein.

(2) Primary/secondary units are permitted on all lots. Primary/secondary dwellings consist of two (2) attached units integrated into a single structure architecturally.

(3) For primary/secondary units, the minimum building size is as follows:

(a) 2,800 square feet minimum for the entire 1-1/2 or 2-story duplex dwelling, the first floor having a minimum of 1,800 square fee

(b) 3,100 square feet minimum for the entire one-story duplex dwelling

(c) One duplex side may be a one-story ranch dwelling with a minimum of 1,400 square feet, which would require a total of 3,100 square feet for the entire building

(d) The two duplex units per lot (termed primary/secondary units) require that the secondary unit shall contain a minimum of 300 square feet less living space than the primary unit.

(4) Variations from a primary/secondary duplex will be reviewed on an individual basis by the A.C.C. No mirror image duplexes are allowed. Due to the proximity of these lots to single family residences, strict architectural review relating to exterior finishes,

the location of garages and building roof pitches will be taken to ensure quality control in conformity to the surrounding neighborhood.

(5) With respect to all other types of dwelling, not less than such areas determined by the H.O.A. or A.C.C., as are consistent with the foregoing and with other provisions hereof.

The maximum total floor area of the principal building shall not exceed that permitted under the floor area ratio regulations of the City zoning code as specified by the regulations for the zoning district in which such building is located. Please note Section 2.6 for further details.

Minimum area square footage calculations by the A.C.C. shall be made from the outside face of exterior wall construction and include all walls. Window, fireplace and room projections are included only when the floor joists are extended under those areas. Areas not included are decks, porches, garages, carports, attics, space labeled "optional" or "bonus," breezeways, sunrooms or similar additions. No floor area below finished yard grade shall be considered living area.

For purposes of figuring total area, the A.C.C., in its sole discretion, shall determine what constitutes a one-story, a one and one-half story, a two-story or a tri-level dwelling.

No building shall be constructed which shall be a substantial duplication of another previously approved or constructed building located within 500 feet of the proposed building unless in the opinion of the A.C.C. such duplication would not be a detriment to the previously approved or constructed building, with all structures completed at the time of the execution of this Declaration exempted from this requirement.

C. Oakmont Addition No. 2. No lot shall be used except for residential two-family duplex purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than one two-family dwelling, with a minimum of two (2) 2-car garages as approved by the A.C.C. provided for hereinafter. All structures shall be designed by a registered architect or professional engineer or designer experienced in residential construction.

No two-family dwelling shall be erected on any lot having less than the following minimum areas, or other than the following requirements:

(1) A maximum of two (2) units per lot (termed primary/secondary units) may be approved by the A.C.C. if they conform to the standards herein.

(2) Primary/secondary units are permitted on all lots. Primary/secondary dwellings consist of two (2) attached units integrated into a single structure architecturally.

(3) For primary/secondary units, the minimum building size is as follows:

(a) 2,800 square feet minimum for the entire 1-1/2 or 2-story duplex dwelling the first floor having a minimum of 1,800 square feet combined

(b) 3,100 square feet minimum for the entire one-story duplex dwelling

(c) One duplex side may be a one-story dwelling with a minimum of 1,400 square feet which would require a total of 3,100 square feet for the entire building

(d) The two duplex units per lot (termed primary/secondary units) require that the secondary unit shall contain a minimum of 300 square feet less living space than the primary unit

(4) Variations from a primary/secondary duplex will be reviewed on an individual basis by the A.C.C. No mirror image duplexes are allowed. Due to the proximity of these lots to single family residences, strict architectural review relating to exterior finishes, the location of garages and building roof pitches will be taken to ensure quality control in conformity to the surrounding neighborhood.

(5) With respect to all other types of dwelling, not less than such areas determined by the A.C.C., as are consistent with the foregoing and with other provisions hereof.

The maximum total floor area of the principal building shall not exceed that permitted under the floor area ratio regulations of the City zoning code as specified by the regulations for the zoning district in which such building is located. Please note Section 2.6 for further details.

Minimum area square footage calculations by the A.C.C. shall be made from the outside face of exterior wall construction and include all walls. Window, fireplace and room projections are included only when the floor joists are extended under those areas. Areas not included are decks, porches, garages, carports, attics, space labeled "optional" or "bonus," breezeways, sunrooms or similar additions. No floor area below finished yard grade shall be considered living area.

For purposes of figuring total area, the A.C.C., in its sole discretion, shall determine what constitutes a one-story, a one and one-half story, a two-story or a tri-level dwelling.

No building shall be constructed which shall be a substantial duplication of another previously approved or constructed building located within 500 feet of the proposed

building unless in the opinion of the A.C.C. such duplication would not be a detriment to the previously approved or constructed building.

2.3. In order to maintain harmony in appearance and to protect the owners of the lots in the Subdivision, no building, home, fence, sign, wall, swimming pool or other structure shall be erected, constructed or maintained upon any lot nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plot plan showing the exact location of such building, garage, decorative fence, decorative wall, or other structure, the elevation thereof and the grade of the lot and a sketch or view of such building or structure or changes, shall have been submitted to and approved in writing by the A.C.C. The decision of the A.C.C. with respect to any such matter shall be final and binding upon all parties. The A.C.C. shall have the right to refuse to approve any such plan or specifications which, in the conclusive judgment of a majority of its members, are not in conformity with these restrictions or are not desirable for aesthetic or any other reason. In passing upon such plans and specifications, the A.C.C. may take into consideration the suitability of the proposed building or other structure, its design, elevation and the materials of which it is to be constructed on the proposed site; the harmony thereof with the surrounding buildings and the view from the adjacent property. All decisions of the A.C.C. on such matters shall be final. The A.C.C. shall have the right to waive minor infractions or deviations from these restrictions in case of matters of the best interest to the Subdivision, in the sole determination of the A.C.C. Each lot purchaser should be fully aware of the restrictions that are contained herein and the building and zoning codes of the City before purchasing a lot in the Subdivision.

2.4. The A.C.C. shall be composed of three members of the H.O.A. as appointed by the Board of Directors of the H.O.A. Members of the A.C.C. shall serve for three years or until their successors have been duly appointed.

2.5. Setbacks and locations of all structures shall be as follows:

A. Oakmont

Front Building Setback 35 feet minimum
Side Building Setback 10 feet minimum
Rear Building Setback 45 feet minimum

B. Oakmont Addition No. 1

Front Building Setback 25 feet minimum
Side Building Setback 10 feet minimum
Rear Building Setback 40 feet minimum

C. Oakmont Addition No. 2

Front Building Setback 25 feet minimum
Side Building Setback 10 feet minimum

Rear Building Setback 40 feet minimum

No variations from these requirements shall be allowed or granted by any government body, including the City or private entity, under any conditions. All setbacks must be verified with the City prior to submitting plans to the A.C.C. for review.

2.6. F.A.R. and lot coverage maximums. No building area(s), principal or accessory, shall exceed the floor area ratio (F.A.R.) and lot coverage provisions which are governed by the City Zoning Code. Square footage calculations for maximum floor area shall be measured at each level from outside of exterior wall to outside of exterior wall. In a split-level building, the first floor level shall be the lowest level defined as a story. Each level above atrium or vaulted areas shall be measured. Excluded from the measurement shall be: basements; open porches, patios or decks; attics, whether or not a floor has been laid, providing structural headroom of an average height of less than 8 feet; or areas beneath building overhangs not used for living purposes.

2.7. All garages, storage areas, tool cabinets, garden houses, dog houses and similar improvements shall utilize the same roof and exterior materials as the house. All garages shall be built at the same time as the private dwelling and shall be large enough to accommodate a minimum of two cars. Absolutely no truck (excluding a non-commercial, personal pickup truck) boat, mobile home, or trailer of any kind may be parked on the premises outside of the garage other than for the delivery of materials or merchandise, except during construction, servicing or remodeling periods. No vehicle shall be parked or stored on the premises outside the garage while being repaired or restored for longer than an eight-hour period.

2.8. All buildings shall be completed within one year from the date ground is broken for such building.

2.9. No used materials will be permitted in the construction of any building in this Subdivision except such materials as reclaimed brick, which, in the opinion of the A.C.C. will enhance the appearance of the building of which they will become a part. There shall be a continuance of design on all sides of each dwelling.

Manmade materials such as, but not limited to, vinyl or aluminum siding, pre-finished fiber sidings or artificial stucco siding shall not be allowed. Vinyl or aluminum soffit and fascia will not be permitted. Cement board siding products as well as cultured stone will be permitted. Approved roofing materials are limited to the following:

A. Cedar Shakes
B. Cement or Clay Tile
C. Slate
D. Dimensional Asphalt Shingle, but such material shall be 320 pounds per square or better

2.10. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the A.C.C. and an occupancy permit obtained from the City. Complaints about any of the activity in this paragraph shall be made to the H.O.A. Board of Directors, which may enforce this provision with fines approved by the Board, or may seek injunctive relief. Individual unit owners may also seek contractual remedies in an appropriate court.

2.11. A master surface drainage and house grade plan has been prepared by the DEVELOPER designating the manner in which each lot shall drain in relation to all other lots in the Subdivision and designating the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the DEVELOPER and in the office of the Building Inspector in the City. At the time a building permit is requested, the grade elevation of said dwelling shall be obtained from the Building Inspector and the dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the City. Within thirty (30) days after completion of a dwelling on any lot in the Subdivision, the owner of said dwelling shall grade the lot to conform to said 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 said plan. Silt fences have been placed at various locations in the Subdivision by the DEVELOPER in accordance with approved plans on file as above, or as ordered by the City during the course of development of the Subdivision. Owners are required to maintain said fences until such time as turf cover is restored to all disturbed areas, and to comply with any orders of the City requiring additional fencing and/or hay bales. If an owner fails to comply with such order within forty-eight hours of notice from the City, the City, or the H.O.A. shall have the right to cause such work to be done, and to charge the cost thereof to the owner, which if not paid, shall be added to the tax bill as a special assessment, or added to the assessment of annual dues by the H.O.A.

2.12. Ground Fill on Building Site. Where fill is necessary on a lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and dumping of fill material shall be leveled immediately after completion of the building. Said fill shall also be subject to a fill permit issued by the City.

2.13. Only in-ground swimming pools are permitted and must be installed in accordance with City requirements. No above-ground swimming pools, other than temporary, portable above-ground pools with a diameter not to exceed twelve (12) feet and sides not to exceed thirty-six (36) inches are permitted, provided they shall not be kept in the driveway, front yard or side yard setbacks. No other above-ground swimming pools are permitted. A.C.C. approval must be obtained for location and size of portable pools prior to their erection.

2.14. Lot line fences will be permitted, provided they are constructed of wood or ornamental iron, a maximum of four (4) feet in height, and the design thereof has been submitted to and approved by the A.C.C. and City in advance of construction thereof. Compliance with the City fence regulations, where applicable, is required. Conflicts with underground public utility facilities within easements shall result in fence locations accommodating such facilities.

2.15. Children's outdoor play structures shall be permitted provided they are not constructed in the front yard or side yard setbacks. A.C.C. approval must be obtained for location and appearance before construction begins.

2.16. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot in area or a sign of not more than five (5) square feet in re-advertising the property for sale or rent, or signs used by a building contractor or by the DEVELOPER to advertise the property during the construction and sales period. Under no circumstances shall signs be allowed to advertise a home-based business, even if the business is real estate sales office, or building contractor.

2.17. No animals, livestock or poultry shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Outside kennels shall not be located within the setback areas.

2.18. Landscaping.

A. Oakmont. Lots shall be landscaped and seeded or sodded within six months after completion of a dwelling. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a concrete or decorative drive, parking stand or turnabout. All landscaping must be completed within six months from the date the residence on the premises is completed. All landscaping must be of a conventional nature. No stone aggregate lawn, or wild and/or prairie type vegetation substitutes for a typical grass (seed or sod) lawn will be allowed. All lawns shall be maintained, regularly mowed (approx. 4" or less), trimmed and generally weed controlled. At least four trees, minimum caliper of two-inches shall be installed on each lot at time of landscaping.

B. Oakmont Addition No. 1. Lots shall be landscaped and seeded or sodded within six months after completion of a dwelling. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a concrete or decorative drive, parking stand or turnabout. All landscaping must be completed within six months from the date the residence on the premises is completed. All landscaping must be of a conventional nature. No stone aggregate lawn, or wild and/or prairie type vegetation substitutes for a typical grass (seed or sod) lawn will be allowed. All lawns shall be maintained, regularly mowed (approx. 4" or less), trimmed and generally weed controlled. The minimum landscape

requirement for each lot must be as required by the City. Buyer is to contact the City to determine these landscape requirements.

C. Oakmont Addition No. 2. Lots shall be landscaped and seeded or sodded within six months after completion of a dwelling. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a concrete or decorative drive, parking stand or turnabout. All landscaping must be completed within six months from the date the residence on the premises is completed. All landscaping must be of a conventional nature. No stone aggregate lawn, or wild and/or prairie type vegetation substitutes for a typical grass (seed or sod) lawn will be allowed. All lawns shall be maintained, regularly mowed (approx. 4" or less), trimmed and generally weed controlled. The minimum landscape requirement for each lot must be as required by the City. Buyer is to contact the City to determine these landscape requirements.

2.19. No planting, structure or other improvement shall be installed within 35 linear feet from an intersection that is more than 30 inches above sidewalk grade.

2.20. No existing tree with a diameter of four inches or more at a height of four feet from the ground, beyond fifteen feet from the approved dwelling location, shall, without approval of the A.C.C., be cut down, destroyed, mutilated, moved or disfigured and all existing trees shall be protected during construction and preserved by wells or islands, and proper grading in such matter as may be required by the A.C.C.

2.21. No off-road motorcycles, snowmobiles, trail bikes, dune buggies or off-street motorized vehicles of whatsoever type or description shall be operated on any lot, Outlot, driveway, parking area, private road, or any other land within the boundaries of the Subdivision.

2.22. All telephone, electric and cable service to any building on any lot shall be from the underground utilities systems and no overhead service shall be provided or allowed.

2.23. No satellite receiver dishes shall be allowed or installed in the Subdivision with the exception of satellite dishes with diameters of twenty-four inches or less which must receive A.C.C. approval. The A.C.C. satellite review and authority will encompass the dish size, the location of the dish on the property and the screening either necessary or allowed. Standard rooftop television antennae shall be allowed when installed in accordance with City. Nothing in this provision shall be deemed to be in conflict with federal regulations regarding installation of satellite dishes and the A.C.C. will abide by the federal regulations related to satellite installation.

2.24. It shall be the responsibility of each lot owner to remove all debris caused by any and all construction work occurring on his lot. No owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks or other material on any lot or Outlot within the Subdivision. This shall also apply to the City streets(s) abutting said lot. The lot owner shall be responsible for maintenance of all silt fence and other erosion control measures until final landscaping has been completed. Failure to do so will result in the DEVELOPER or

H.O.A. Board of Directors advising lot owner of this neglect and giving lot owner twenty-four hours in which to clean up the premises or repair the erosion control as directed. Failure of the lot owner to perform the necessary clean up or repairs will result in the DEVELOPER or H.O.A. Board of Directors performing the required work. The actual cost of clean up plus a fine of $100.00 will be assessed against the owner of the lot by the H.O.A. Should the costs not be paid, this Section shall be constructed as a notice of intent to file a lien against the property.

2.25. Retaining walls shall be subject to the regulations of the City and shall be built of stone, brick or decorative C.M.U., but not of concrete block or un-faced poured concrete. The installation of retaining walls must comply with the City requirements.

DEVELOPER has built retaining walls on Lots 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105 and 106. The maintenance of these retaining walls is the responsibility of the lot owners.

2.26. Entrance Signs.

A. Oakmont. A proposed permanent entrance sign and landscaping may be installed at the intersection of Oakmont Drive and Summit. Landscaping may also be installed along the west right-of-way line of Lot 1 and the east right-of-way line of Lot 41 between the curb and sidewalk.

Proposed fencing and concrete pedestrian access sidewalks along the common lot line of Lots 15/16 and 22/23 may be installed to provide access to Outlot 2 (Isolated Natural Resource Area).

The entrance sign, landscaping, fencing and concrete pedestrian access sidewalks along the common lot line of Lots 15/16 and 22/23 shall be the property of the H.O.A. upon conveyance from the DEVELOPER as provided in Section VI herein. The H.O.A. is responsible for maintenance including snow removal of the public sidewalk along Summit Avenue as well as mowing between Summit Avenue and the sidewalk.

DEVELOPER hereby creates and reserves for itself, and, upon conveyance of the entrance sign, landscaping, fencing and concrete access sidewalk to the H.O.A. for the benefit of the H.O.A. easements to install and continue the entrance sign, landscaping, fencing and concrete pedestrian access sidewalk at such locations as they are or become situated and for the entry upon the affected Lots to the extent necessary for maintenance, repair and replacement of such facilities. Such easements shall preclude Owners from interfering with, removing or altering such facilities (including performance of maintenance or repair, which shall be undertaken exclusively by the H.O.A.) notwithstanding that such facilities are located upon the individual Lots.

In addition to the entrance sign, landscaping, fencing and concrete pedestrian access sidewalks the H.O.A. will also be responsible for the maintenance of Outlot 2

(Isolated Natural Resource are) and Outlot 3 (storm water retention pond, the landscaped area surrounding the pond and the pond aerators).

B. Oakmont Addition No. 1. A proposed permanent entrance monument and landscaping may be installed in the street island area at the intersection of Century Oak Drive and Summit Avenue. Landscaping may also be installed along the east right-of-way of Lot 90 and the west right-of-way line of Lots 91 and 92 between the curb and sidewalk.

Proposed fencing and concrete pedestrian access sidewalks along the west lot line of Lot 93 may be installed to provide access to Outlot 2 (Isolated Natural Resource Area).

The entrance sign, landscaping, fencing and concrete pedestrian access sidewalks along the west lot line of Lot 93 shall be the property of the H.O.A. upon conveyance from the DEVELOPER as provided in Section VI herein. The H.O.A. is responsible for maintenance including snow removal of the public sidewalk along Summit Avenue as well as mowing between Summit Avenue and the sidewalk.

DEVELOPER hereby creates and reserves for itself, and, upon conveyance of the entrance sign, landscaping, fencing and concrete access sidewalk to the H.O.A. for the benefit of the H.O.A. easements to install and continue the entrance sign, landscaping, fencing and concrete pedestrian access sidewalk at such locations as they are or become situated and for the entry upon the affected Lots to the extent necessary for maintenance, repair and replacement of such facilities. Such easements shall preclude Owners from interfering with, removing or altering such facilities (including performance of maintenance or repair, which shall be undertaken exclusively by the H.O.A.) notwithstanding that such facilities are located upon the individual Lots.

In addition to the entrance sign, landscaping, fencing and concrete pedestrian access sidewalks the H.O.A. will also be responsible for the maintenance of Outlot 2 (Isolated Natural Resource are) and Outlot 3 (storm water retention pond, the landscaped area surrounding the pond and the pond aerators).

C. Oakmont Addition No. 2. A proposed permanent entrance monument and landscaping may be installed in the street island area at the intersection of Century Oak Drive and Summit Avenue. Landscaping may also be installed along the east right-of-way of Lot 90 and the west right-of-way line of Lots 91 and 92 between the curb and sidewalk.

Proposed fencing and concrete pedestrian access sidewalks along the west lot line of Lot 93, the common lot line of Lots 122/123 and the common lot line of Lots 115/116, may be installed to provide access to Outlot 2 (Isolated Natural Resource Area).

The entrance sign, landscaping, fencing and concrete pedestrian access sidewalks along the west lot line of Lot 93, the common lot line of Lots 122/123 and the common lot line of Lots 115/116 shall be the property of the H.O.A. upon conveyance from the

DEVELOPER as provided in Section VI herein. The H.O.A. is responsible for maintenance including snow removal of the public sidewalk along Summit Avenue as well as mowing between Summit Avenue and the sidewalk.

DEVELOPER hereby creates and reserves for itself, and, upon conveyance of the entrance sign, landscaping, fencing and concrete access sidewalk to the H.O.A. for the benefit of the H.O.A. easements to install and continue the entrance sign, landscaping, fencing and concrete pedestrian access sidewalk at such locations as they are or become situated and for the entry upon the affected Lots to the extent necessary for maintenance, repair and replacement of such facilities. Such easements shall preclude Owners from interfering with, removing or altering such facilities (including performance of maintenance or repair, which shall be undertaken exclusively by the H.O.A.) notwithstanding that such facilities are located upon the individual Lots.

In addition to the entrance sign, landscaping, fencing and concrete pedestrian access sidewalks the H.O.A. will also be responsible for the maintenance of Outlot 2 (Isolated Natural Resource are) and Outlot 3 (storm water retention pond, the landscaped area surrounding the pond and the pond aerators) of the Subdivision and Outlot 1 (storm water retention/infiltration basin, the landscaped area surrounding the basin and pond aerators) of the Welsh Oaks Subdivision, in its prorata share, as determined by the Board of Directors of the Oakmont H.O.A.

2.27. Customized Street Light and Mail/Newspaper Station.

A. Oakmont. In order to maintain a pleasant continuity in the Subdivision, a customized street light with photocell and a share in a permanent mail/newspaper station must be purchased from the DEVELOPER at the time of the closing of the lot. The cost of this package will be $1,200.00 and will be charged to the buyer on the settlement statement at closing. Owner must install such street light within six (6) months after occupancy of such lot. The owner shall be required to maintain the street light in good operating condition, including the replacement of bulbs. The DEVELOPER will install the mail/newspaper station in locations as directed by the U.S. Postal Service. The owner may be required to provide an individual temporary mailbox at a common location as directed by the U.S. Postal Service prior to installation of the permanent mail/newspaper units.

B. Oakmont Addition No 1. In order to maintain a pleasant continuity in the Subdivision, a customized street light with photocell and a share in a permanent mail/newspaper station must be purchased from the DEVELOPER at the time of the closing of the lot. The cost of this package will be $2,400.00 and will be charged to the buyer on the settlement statement at closing. Owner must install such street light within six (6) months after occupancy of such lot. The owner shall be required to maintain the street light in good operating condition, including the replacement of bulbs. The DEVELOPER will install the mail/newspaper station in locations as directed by the U.S. Postal Service. The owner may be required to provide an individual

temporary mailbox at a common location as directed by the U.S. Postal Service prior to installation of the permanent mail/newspaper units.

C. Oakmont Addition No 2. In order to maintain a pleasant continuity in the Subdivision, a customized street light with photocell and a share in a permanent mail/newspaper station must be purchased from the DEVELOPER at the time of the closing of the lot. The cost of this package will be $2,400.00 and will be charged to the buyer on the settlement statement at closing. Owner must install such street light within six (6) months after occupancy of such lot. The owner shall be required to maintain the street light in good operating condition, including the replacement of bulbs. The DEVELOPER will install the mail/newspaper station in locations as directed by the U.S. Postal Service. The owner may be required to provide an individual temporary mailbox at a common location as directed by the U.S. Postal Service prior to installation of the permanent mail/newspaper units.

SECTION 3

Composition, Powers and Rights of the H.O.A. and the A.C.C.

3.1. Purpose for the H.O.A.. The DEVELOPER has deemed it desirable for the effective preservation of the values and amenities in this Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the Outlots described herein and dedicated to it together with any other common area in the Subdivision, and administering and enforcing the covenants and restrictions herein. The DEVELOPER has also deemed it desirable that the H.O.A. shall have the power to assess, collect and disburse the assessments, fines, fees and charges hereinafter created. To this end there will be incorporated under the laws of the State of Wisconsin, the H.O.A., for the purposes of exercising the functions aforesaid.

3.2. Membership. Every person or entity who is an owner as defined herein shall be a member of the H.O.A., provided that no person or entity who holds an interest merely as security for the performance of an obligation shall be a member. Each lot shall have only one vote. Where a duplex has been converted to a condominium, the condominium association shall provide the H.O.A. with written notice of the individual granted voting rights on behalf of the lot.

3.3. Board of Directors. The H.O.A. shall be managed by a Board of Directors. The Board of Directors shall consist of three Directors. Each Director shall serve for two years. Each Director shall be elected at the annual meeting of the members of the H.O.A. pursuant to the terms of the Bylaws.

Every Director shall be indemnified by the H.O.A. against all expenses, liabilities, including attorney's fees reasonably incurred by or imposed by such Director in connection with any proceeding to which he or she may be a party, or in which come he or she may become involved by reason of being or having been a Director, or any settlement thereof, whether or not he or she is a Director at the time such expenses are incurred, except in such cases wherein the

Director is adjudged guilty of willful misfeasance or malfeasance in the performance of its duties. The foregoing right to indemnification shall be in addition to and not exclusive of any right of indemnification to which a Director may be entitled to whether by statute or common law.

3.4. Voting Rights. The H.O.A. shall have one class of membership: members shall be owners and shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot, i.e., and without limitation by enumeration, as tenant in common or survivorship marital property, there shall be cast one vote amongst them for each lot they so own.

3.5. Amendment of These Restrictions and Covenants. The H.O.A. may amend these restrictions to the extent permitted by law, but only by an affirmative vote of fifty-one (51%) of the members of the H.O.A.

3.6. The A.C.C.

A. The A.C.C. shall consist of three (3) members elected by the Board of Directors of the H.O.A.

B. The A.C.C. shall have the right to promulgate and impose rules and regulations and a schedule of reasonable fees for the processing of applications by the A.C.C., as the A.C.C. deems necessary in order to preserve the value and appearance of the Subdivision, and thereafter, to modify, alter, amend, rescind and augment any of the same (collectively the "Architectural Control Committee Rules"), provided that the Architectural Control Committee Rules be approved in writing by the Board of Directors of the H.O.A.

C. Every member of the A.C.C. shall be indemnified by the H.O.A. against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed by such member in connection with any proceeding to which the member may be a party, or in which the member may become involved by reason of the member's being or having been a member of the A.C.C., or any settlement thereof, whether or not the person is a member of the A.C.C. at the time such expenses are incurred, except in such cases wherein the member of the A.C.C. is adjudged guilty of willful misfeasance or malfeasance in the performance of its duties. The foregoing rights to indemnification shall be in addition to and not exclusive of any right of indemnification to which a member of the A.C.C. may be entitled, whether by statute or common law.

3.7. Annual Assessments. Each owner shall be subject to a general annual charge or assessment to be determined solely by the Board of Directors of the H.O.A. for the purpose of defraying the costs of maintaining and administering the Outlots and any other common area of the Subdivision. Such annual assessment shall be a prorata share, or one (1) share per lot, of the cost incurred by the H.O.A. to maintain the Outlots and other common areas for the recreation, health, safety, welfare and enjoyment of its members. Said cost shall include, but not be limited

to payment of taxes, insurance, repair, replacement and additions to the improvements made upon said Outlots or common areas, and the cost of labor, equipment, materials, management and supervision thereof.

The DEVELOPER shall pay its prorata share of such annual assessments for each lot it still owns in the Subdivision.

Such annual assessment shall be levied by the H.O.A. once per year and the statement for such amount shall be subsequently mailed, emailed or hand delivered to the owner of each lot and shall be payable on or before 60 days after the date of such notice.

The initial annual assessment shall be $300.00 per lot prorated per annum and payable at closing. Such annual assessment may be changed by the unanimous vote of the Directors or by a majority vote of the members of the H.O.A. at the annual meeting or special meeting provided that a quorum is present. The assessment, however, as established by the H.O.A. shall be set taking into consideration the cost of current maintenance and future needs and may be in any sum which will meet these requirements.

3.8. Special Assessments. A special assessment may be levied by the H.O.A. for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair, replacement of a capital improvement or unexpected operating costs upon an Outlot or common area in the Subdivision, if consented by fifty-one percent (51%) of the members of the H.O.A. Such special assessment shall be due and payable within ninety (90) days after the required affirmative vote of the members of the H.O.A.

3.9. Proof of Payment. The H.O.A. shall, upon demand at any time, furnish to any owner, a certificate in writing signed by an officer of the H.O.A. setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

3.10. Violation or Breach of These Restrictions or Covenants, Individual Assessments. For violation or breach of any of these restrictions or covenants by any person claiming by, through or under the DEVELOPER, or by virtue of any judicial proceedings, the DEVELOPER and/or the H.O.A., each of them severally, shall have the right to proceed at law or in equity (including, but not limited to, injunctive relief) to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the DEVELOPER or the H.O.A. shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and any such entry and abatement or removal shall not be deemed a trespass. The DEVELOPER and the H.O.A., or each of them severally, shall have the right to assess an owner for its costs in abating or removing any such violation. Any such individual assessment shall be paid by the assessed owner within fifteen days from the date of levy by the DEVELOPER or the H.O.A.

3.11. Liens and Collection of Assessment.

A. Establishment of Liens. Any and all H.O.A. assessments made by the H.O.A. and in accordance with the provisions of this Declaration with interest thereon at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' fees are hereby declared to be a charge and a continuing lien upon the lots against which each such H.O.A. assessment was made. Each H.O.A. assessment against a lot together with interest thereon at the highest rate allowed by law and costs of collection thereof, including reasonable attorneys' fees, shall be the personal obligation of the owner of each lot assessed. Said lien shall be effective only from and after the time of the recordation with the Register of Deeds of Waukesha County, of a written acknowledged statement by the H.O.A. setting forth the amount due to the H.O.A. as of the date the statement is signed. Upon full payment of all sums securing that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding, anything to the contrary herein contained, where an institutional mortgage or record obtains title to a lot as a result of foreclosure of its mortgage or by virtue of deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for the share of H.O.A. assessments pertaining to such lot or chargeable to the former owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof

B. Collection of H.O.A. Assessments. In the event any owner shall fail to pay any H.O.A. assessment or installment thereof, charged to such owner, within fifteen days after the same becomes due, then the H.O.A., through its Board of Directors, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative, and which remedies are not in lieu of, but are in addition to, all other remedies available to the H.O.A.:

(1) To advance on behalf of the owner in default, funds to accomplish the needs of the H.O.A., up to and including the full amount for which such owner is liable to the H.O.A., in the amount or amounts of money so advanced, together with interest at the highest allowable rate, and all costs of collection thereof, including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the H.O.A., and such advance by the H.O.A. shall not waive the default.

(2) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the H.O.A. in like manner as the foreclosure of a mortgage on real property.

(3) To file an action at law to collect said H.O.A. assessment, plus interest, at the highest rate allowed by law, plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the H.O.A.

SECTION 4

Declaration Terms.

4.1. This Declaration shall run with the land and shall be binding upon all persons claiming under the DEVELOPER for a period of ten years from the date this Declaration is recorded. After the expiration of such ten year period, this Declaration shall be automatically renewed for successive periods of ten years, unless there is recorded an instrument executed by the owners of at least sixty percent (60%) of the lots in the Subdivision, for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewed term which next expires following the recording of such instrument of termination.

4.2. Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

4.3. This Declaration may be changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least fifty-one percent (51%) of the lots in the Subdivision. Said Declaration shall become effective only upon due recording with the Office of the Register of Deeds for Waukesha County, Wisconsin.

4.4. The restrictions and covenants contained herein may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same by any lot owner either to recover damages or to demand compliance, provided however, that no such actions shall be commenced after one year from the date on which the violation occurred. This one-year period limits enforcement by lot owners only and does not restrict enforcement of the restrictions and covenants by the Association. The Association may enforce the restrictions and covenants regardless of the date on which the violation occurs, subject only to any applicable statute of limitations for non-reoccurring violations.

4.5. In the event of any conflict between these restrictions and the City's zoning and building regulations, the stricter provisions shall apply.

SECTION 5

Property Rights in the Common Area.

5.1. Owner's Easement of Enjoyment. Subject to provisions herein, every owner shall have a right and easement of benefit and/or enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. The following, subject to addition in accordance with the terms of this Declaration and the Articles and By-Laws of the H.O.A., constitute the present and contemplated future common areas of the properties:

A. Oakmont.

(1) The entrance sign and landscaping that may be located in the street island area at the intersection of Century Oak Drive and Summit Avenue and the landscaping along the right-of-way of Lots 1 and 41 as described in Section 2.26 of this Declaration.

(2) The concrete pedestrian access sidewalk and fencing routed along the common lot line of Lots 15/16 and 22/23 as described in Section 2.26 of this Declaration.

(3) Outlot 2 as described in Section 2.26 of this Declaration.

(4) Outlot 3 as described in Section 2.26 of this Declaration.

B. Oakmont Addition No. 1

(1) The entrance sign and landscaping that may be located in the street island area at the intersection of Century Oak Drive and Summit Avenue and the landscaping along the right-of-way of Lots 90, 91 and 92 as described in Section 2.26 of this Declaration.

(2) The concrete pedestrian access sidewalk and fencing routed along the west lot line of Lot 93 as described in Section 2.26 of this Declaration.

(3) Outlot 2 and 3 as described in Section 2.26 of this Declaration.

C. Oakmont Addition No. 2

(1) The entrance sign and landscaping that may be located in the street island area at the intersection of Century Oak Drive and Summit Avenue and the landscaping along the right-of-way of Lots 90, 91 and 92 as described in Section 2.26 of this Declaration.

(2) Proposed fencing and concrete pedestrian access sidewalks along the west lot line of Lot 93, the common lot line of Lots 122/123 and the common lot line of Lots 115/116, as described in Section 2.26 of this Declaration.

(3) Outlots 2 and 3 of the Oakmont Subdivision as described in Section 2.26 of this Declaration.

(4) Outlot 1 of Welsh Oaks Subdivision as described in Section 2.26 of this Declaration.

The limits of the preserved Isolated Natural Resource Area boundary with respect to Outlot 1 and Outlot 2 are clearly indicated on the face of the plat of Oakmont Single Family. All such areas included in the preserved Isolated Natural Resource Area boundary shall remain and be retained in their natural, undisturbed states. No improvements shall be constructed under or through said boundary without the prior approval from the City. No disturbance of the

vegetation within the preserved Isolated Natural Resource Area shall be allowed except the removal of dead, diseased, noxious or dangerous plant life.

5.2. Title to Common Area. An undivided fractional interest in the Common Areas shall automatically be conveyed to each grantee of a lot in the Subdivision and any additions to the Subdivision by the grantor. Owners shall have the rights and obligations imposed by this Declaration with respect to such common areas. It is understood that entrance markers may be located on easements for the benefit of the H.O.A. and the entrance markers shall be maintained, upgraded, operated and administered by the H.O.A.

5.3. Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the right of the H.O.A. to dedicate or transfer all or any part of any common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer, determination as to purposes or as to conditions thereof, shall be effective unless instruments signed by members entitled to cast fifty-one percent (51%) of the votes of the membership have been recorded, agreeing in such dedication, transfer, purposes or condition, and unless written notice of the proposed agreement and action hereunder is sent to every member at least thirty days in advance of any action taken.

5.4. Damage or Destruction of Common Areas by Owner. In the event any common area servicing the properties is damaged or destroyed by an owner or any of the owner's guests, tenants, licensees, agents or member of the owner's family, such owner does hereby authorize the H.O.A. to repair said damaged area; the H.O.A. shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the H.O.A. in the discretion of the H.O.A. The amount necessary for such repairs shall become a special assessment upon the lot of said owner and subject to the collection methods outlined above.

Disclaimer. DEVELOPER shall convey the common areas to the H.O.A. "as is". The H.O.A. shall be responsible for obtaining adequate liability insurance for the common areas. DEVELOPER shall have no liability for damage or injury to any persons or property arising from the existence or continued use of the common areas. The H.O.A. shall indemnify and hold harmless the DEVELOPER against any and all claims relating to the common areas. IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month and year first above written.

OAKMONT DEVELOPMENT LLC, by its manager, THOMSON REALTY OF WISCONSIN, INC.

By: _____
Tim Smits, Vice President

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before me this 28 day of June, 2011, the above named Tim Smits, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Waukesha County, WI
My Commission expires 12/1/2013
James R. Germain