

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
BRISTLECONE PINES GOLF CLUB
HARTLAND, WISCONSIN**

Declarant

Malec Holdings II, Ltd.

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TABLE OF CONTENTS

RECITALS	1
ARTICLE 1. DEFINITIONS.....	2
1.1 Association	2
1.2 Association Insurance.....	2
1.3 Board.....	2
1.4 Bristlecone Pines Documents.....	2
1.5 Building.....	2
1.6 By-Laws.....	2
1.7 Common Areas.....	2
1.8 Common Improvements.....	2
1.9 Condominium.....	2
1.10 Condominium Association	3
1.11 Condominium Declaration	3
1.12 Declarant.....	3
1.13 Declaration.....	3
1.14 Director.....	3
1.15 Golf Course.....	3
1.16 Golf Course Contract.....	3
1.17 Golf Course Rules.....	3
1.18 Lot.....	3
1.19 Mortgagee	3
1.20 Occupant.....	3
1.21 Outlot.....	3
1.22 Owner.....	3
1.23 Plat.....	4
1.24 Property.....	4
1.25 Rules.....	4
1.26 Sidewalks.....	4
1.27 Subdivision.....	4
1.28 Unit	4
ARTICLE 2. ASSOCIATION OF OWNERS.....	4
2.1 Administration.....	4
2.2 Membership and Voting.....	4
2.3 Management.....	4
2.4 Approvals.....	5
2.5 Ownership of Certain Outlots.....	5

ARTICLE 3. ASSESSMENT.....	5
3.1 Budget and Assessments.....	5
3.2 Installments: Late Payments.....	6
3.3 Enforcement: Liens.....	6
3.4 Initial Working Capital Fund.....	6
3.5 Association Statements.....	6
ARTICLE 4. MAINTENANCE AND ALTERATIONS.....	7
4.1 Owner Responsibility	7
4.2 Golf Course Owner Responsibility.....	7
4.3 Association Responsibility.....	7
ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY.....	7
5.1 Purposes.....	7
5.2 Leases of Units or Buildings on Lots.....	9
5.3 Pets.....	10
5.4 Vehicles.....	11
5.5 Waste.....	11
5.6 Temporary Structures.....	11
5.7 Quiet Enjoyment.....	11
5.8 Noxious Activity.....	11
5.9 Patios and Balconies.....	11
5.10 Signs.....	11
5.11 Environmental Matters.....	12
ARTICLE 6. ARCHITECTURAL CONTROL.....	12
6.1 Architectural Controls: Restrictions on Development.....	12
(a) Architectural Control Committee.....	12
(b) No Development Without Prior Approval.....	12
(c) Standards and Procedural Matters of Approval.....	13
(d) Prior Approval for Changes.....	14
(e) Procedures and Budget.....	14
(f) Separate Village Approval.....	14
(g) Uniformity Standards: Waiver.....	14
(h) Indemnification.....	14
6.2 Antennas.....	15
6.3 Minimum Home Size Requirements.....	15
6.4 Garages.....	15
6.5 Certain Exterior Features.....	16

ARTICLE 7. SPECIAL FEATURES..... 17

7.1	Sidewalks.....	17
7.2	Street Lights and Signs.....	19
7.3	Tunnels.....	20
7.4	Fences.....	21
7.5	Tennis Courts and Playgrounds.....	21
7.6	Entryways.....	22
7.7	Cul de Sacs.....	22

ARTICLE 8. SPECIAL PROVISIONS RELATED TO GOLF COURSE.....22

8.1	No Entry.....	22
8.2	No Easements.....	22
8.3	No Rights in Golf Course.....	22
8.4	Golf Course Maintenance.....	22
8.5	No Pets.....	23
8.6	Golf Carts.....	23
8.7	Ownership of Golf Course.....	23

ARTICLE 9. INSURANCE..... 23

9.1	Association Insurance.....	23
9.2	Coverage of Association Insurance.....	23
9.3	Proceeds.....	23
9.4	Cost.....	23
9.5	Waiver.....	24
9.6	Acts Affecting Insurance.....	24
9.7	Exclusions From Coverage.....	24

ARTICLE 10. AMENDMENT OF DECLARATION..... 24

10.1	General.....	24
10.2	Procedures.....	25

ARTICLE 11. RIGHTS OF MORTGAGE HOLDERS..... 25

11.1	Notice.....	25
11.2	Mortgage Acquisition of Unit.....	26

ARTICLE 12. FURTHER RIGHTS OF DECLARANT..... 26

12.1	Control of Association.....	26
12.2	Other Rights.....	27
12.3	Special Rights Regarding Assessments.....	27

ARTICLE 13. REMEDIES FOR VIOLATION BY OWNER..... 28

13.1	Remedies.....	28
13.2	Owner Violation: Association Right to Cure.....	28

ARTICLE 14. EASEMENTS..... 28

14.1	Right of Entry.....	28
14.2	Sanitary Sewer and Water Easements.....	28
14.3	Common Area Easements.....	29
14.4	Drainage.....	29
14.5	Access to Golf Course.....	29
14.6	Pedestrian Access.....	29
14.7	Access to Outlot 5.....	30
14.8	Well Easement.....	30
14.9	Communications and Irrigation Systems.....	30

ARTICLE 15. TERMINATION..... 31

15.1	Termination.....	31
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ARTICLE 16. RIGHTS OF VILLAGE OF HARTLAND..... 31

16.1	Sections Enforceable by Village of Hartland.....	31
16.2	Enforcement by the Village of Hartland.....	31
(a)	Notice.....	31
(b)	Remedy.....	31

ARTICLE 17. CONSTRUCTION AND EFFECT..... 32

17.1	Number and Gender.....	32
17.2	Captions.....	32
17.3	Severability.....	32
17.4	Remedies.....	33
17.5	Waivers.....	33
17.6	Successors and Assigns.....	33

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BRISTLECONE PINES**

This Declaration of Covenants, Conditions and Restrictions of Bristlecone Pines (this "Declaration") is made and entered into by Malec Holdings II, Ltd. ("Declarant").

RECITALS

A. Declarant owns certain real property which is described and depicted on the attached Exhibit A, upon which Declarant has constructed or intends to construct (1) a Golf Course and related amenities, including a clubhouse with dining facilities, (2) a subdivision for single family residences consisting of 181 lots, (3) a condominium with residential units consisting of up to 44 units, (4) certain buildings for office, sales, maintenance and residential uses relating to the Golf Course and the owners' associations administration, (5) certain private drives, (6) tennis courts, and (7) other related improvements.

B. By this Declaration, Declarant intends to submit such property, buildings and other improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property, buildings, other improvements and all components thereof.

NOW, THEREFORE, Declarant, as fee owner of such property, by this Declaration (i) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such property; and (ii) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such property.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association. The "Association" shall mean the Bristlecone Pines Community Association, Inc., the members of which shall be (i) all owners of Units in the Condominium, and (ii) all owners of Lots in the Subdivision. The Association shall be Administered by a board of directors pursuant to bylaws adopted by such Board.

1.2 Association Insurance. "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.3 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in conformance with the Bylaws.

1.4 Bristlecone Pines Documents. The "Bristlecone Pines Documents" shall consist of this Declaration, the Declaration of Condominium of Bristlecone Pines Condominium, and the Bylaws of the Association and the Condominium Association.

1.5 Building. A "Building" shall be any free-standing structure located in the Subdivision or the Condominium.

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 Common Areas. The "Common Areas" shall consist of all areas of the Property other than (i) the Subdivision; (ii) the Golf Course; (iii) Outlots 1, 2, 4, 5, and 9; (iv) the Units and their limited common elements; (v) certain buildings for office, sales, maintenance and residential use located on Outlot 4 as set forth herein; and (vi) public streets (except that traffic islands in the streets are part of the Common Areas).

1.8 Common Improvements. The "Common Improvements" consists of the following, whether or not located in Common Areas and which may be located in public streets: all signs on the Property generally identifying the Condominium as Bristlecone Pines Condominium or the Subdivision as Bristlecone Pines Subdivision (but not including signs installed by Declarant, the Golf Course Owner or the Owner of Outlot 4 advertising the Lots, the Units, the Golf Course, or the uses of Outlot 4), all streetlights and street signs within the Property (other than those located on Outlots 1 and 2 relating to the Golf Course), sidewalks pursuant to Article 6 hereof, tennis courts or other recreational facilities located on Outlots 3 and 11 and any other improvements made by the Association in the Common Areas.

1.9 Condominium. The "Condominium" shall mean Bristlecone Pines Condominium, established pursuant to a Declarant of Condominium of Bristlecone Pines Condominium.

1.10 Condominium Association. "Condominium Association" shall mean Bristlecone Pines Condominium Association, Inc., the members of which shall be all the owners of Units in the Condominium.

1.11 Condominium Declaration. "Condominium Declaration" shall mean the declaration of the Condominium.

1.12 Declarant. The "Declarant" shall mean Malec Holdings II, Ltd. and the successors and assigns of Declarant pursuant to assignment in conformance with Section 17.6 of this Declaration.

1.13 Declaration. "Declaration" shall mean this Declaration as the same may be amended from time to time in the manner and according to the procedures set forth at Article 10.

1.14 Director. A "Director" shall mean a member of the Board.

1.15 Golf Course. The "Golf Course" shall mean Outlot 1 and 2 and related amenities such as rain shelters and a clubhouse.

1.16 Golf Course Contract. The "Golf Course Contract" shall mean the written contract in effect from time to time, if any, between the Association and the Golf Course Owner, or its agent, providing special privileges to Association members under the Golf Course Rules.

1.17 Golf Course Rules. The "Golf Course Rules" shall mean the conditions, requirements, limitations and observances of play and usage of the Golf Course as established by the Golf Course Owner, or its agent, from time to time.

1.18 Lot. "Lot" shall mean a lot intended for construction of a single family residence as shown on the Plat. The Lots do not include the Outlots, or lot 84 and lot 120 as shown on the Plat.

1.19 Mortgagee. "Mortgagee" shall mean the holder of a recorded first lien mortgage against a Unit or Lot or the vendor under a recorded land contract.

1.20 Occupant. "Occupant" shall mean the Owner or any other person residing in a Unit or a Lot under a lease or other arrangement with the Owner.

1.21 Outlot. "Outlot" shall mean an outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

1.22 Owner. "Owner" shall mean the fee simple owner of a Unit, a Lot or an Outlot and the vendee of a Unit, a Lot or an Outlot under a recorded land contract. The

Declarant is an Owner with respect to Units, Lots and Outlots to which it holds title as above.

1.23 Plat. The "Plat" shall mean the Plat of Bristlecone Pines recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

1.24 Property. The "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A, and all improvements constructed or to be constructed thereon including, but not limited to, those described in Recital A above.

1.25 Rules. The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.26 Sidewalks. A "Sidewalk" shall mean a prepared concrete surface along the street side of a Lot, and Outlot or the Common Elements of the Condominium intended to allow pedestrians to pass from one side property line to the other.

1.27 Subdivision. The "Subdivision" shall mean all of Lots 1 through 83, 85 through 119, and 121 through 183, as shown on the Plat. This term is not intended to have the same meaning as under Wisconsin Statutes, Chapter 236.

1.28 Unit. "Unit" shall mean a Unit in the Condominium, as described in the Condominium Declaration.

ARTICLE 2. ASSOCIATION OF OWNERS

2.1 Administration. Contemporaneously with or prior to the first conveyance of a Unit or a Lot to a purchaser, Declarant shall establish the Association. The Association shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board shall administer and enforce the Common Areas; the provisions of this Declaration and the Bylaws; and all other uses of and restrictions on the Property. Pending establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting. Each Owner of a Lot or Unit shall be a member of the Association and membership shall commence with ownership and terminate upon sale by such Owner of the Unit or Lot. Each Lot or Unit shall be vested with one vote, to be cast as set forth in the Bylaws. The transfer of control of the Association from Declarant to the other Owners is set forth in the Bylaws and Article 11 hereof.

2.3 Management. The Association may employ a professional management agent or company for the Subdivision, Condominium and Common Areas, with such experience and qualifications and on such terms and conditions as are acceptable to the

Board. Any such agreement must be terminable by the Association, acting through the Board, without cause upon ninety (90) days notice without payment of any penalty.

2.4 Approvals. The Board may approve or disapprove any proposal submitted by an Owner which would affect the Common Areas or Common Improvements after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (i) freedom and safety of access and convenience to other Units or Lots; (ii) the costs to be paid by the Owner for restoration of Common Areas to their prior physical condition upon the completion of work or use contemplated by the proposal; and (iii) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association president indicates approval in writing. Proposals to affect the Common Areas or Common Improvements require approval of the Board, not the Architectural Control Committee. If the result of a proposal would be to cause an encroachment on any public street or utility, or any easement area or would affect the storm water drainage system on the Property, the prior express written consent of the Village of Hartland and, in the case of any easement for the benefit of the Golf Course or any portion of the storm water drainage system, the Golf Course Owner is also required, and may be withheld for any reason including payment of review fees.

2.5 Ownership of Certain Outlots. The Association shall own Outlots 3, 6, 7, 8, 10 and 11 (subject to easements of record and herein) and shall not convey title to any of them without the prior consent of the Village of Hartland.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments. The Association shall annually adopt a budget of common expenses and levy assessments on Lots and Units as provided in this Declaration and in the Bylaws. The Association has no authority to levy assessments on the Outlots. The budget shall include (i) amounts to be paid to the Golf Course Owner under the Golf Course Contract, which shall be accounted for separately from other general assessments, (ii) amounts representing assessments which are bad debts, and (iii) a replacement reserve which shall constitute part of the general assessments, subject to Section 12.3 of this Declaration. The Association may also levy special assessments on all Owners of Lots or Units for any purpose for which a general assessment may be levied and special assessments or fines on particular Lot or Unit Owners for the purpose of collecting any amounts due the Association or enforcing compliance of such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a rule to impose uniform charges for services which the Association provides related to transfer of Units or Lots. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses but the portions of such expenses relating to matters which have not been completed by Declarant as of the time of adoption of such budget, such as landscaping, shall

not be assessed until such matters have been completed and control relinquished to the Association by Declarant.

3.2 Installments; Late Payments. Regular assessments shall be levied on an annual basis but may be due and payable in monthly installments on the first day of each month if determined by the Board. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or as established by the Board.

3.3 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners shall be personally liable for assessments and a lien shall be imposed against such Owner's Unit or Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the office of the Register of Deeds for Waukesha County, Wisconsin, in the same manner as a condominium lien would be imposed and collected. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit or Lot upon the foreclosure of its lien.

3.4 Initial Working Capital Fund. Each purchaser of a Unit or Lot from Declarant shall, at the time of conveyance to such purchaser, pay to the Association an amount equal to two (2) months installments of the regular assessment provided for in this Article, as the same may be increased from time to time. Amounts paid under this section shall not be considered advance payments of installments of regular assessments, but shall be maintained as working capital and kept in a segregated account and shall be nonrefundable to the purchaser. Upon the expiration of Declarant control, this fund, to the extent the Board so designates, may be held to meet unforeseen expenditures or to supplement the replacement reserve fund. Declarant may, from time to time, convey Lots to purchasers who intend to construct a Building thereon for resale and not for residential occupancy by the purchaser; Declarant may waive the payment required in this Section by such purchaser provided that such payment shall be imposed by such purchaser at such time as it conveys such Lot to a person intending to occupy the Building constructed thereon.

3.5 Association Statements. Within twenty (20) days of written request from an Owner or Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Unit or Lot, if any.

ARTICLE 4. MAINTENANCE AND ALTERATION

4.1 Owner Responsibility. Each Owner, at the Owner's sole cost, shall repair and replace any portion of the Common Areas damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants. Each Lot Owner shall, at the Lot Owner's cost and even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition. Each Unit Owner at the Unit Owner's cost, shall maintain the limited common elements appurtenant thereto in an orderly and neat manner.

4.2 Golf Course Owner Responsibility. The Golf Course Owner shall, at its cost, maintain all surface storm water facilities as provided in a Planned Unit Development Agreement between the Declarant and the Village of Hartland (the "PUD Agreement"), including detention and retention basins and culverts under streets, located on the Property, including without limitation maintenance of landscaping, routine dredging and cleaning to assure adequate performance thereof. Easements therefor are set forth at Section 14.4.

4.3 Association Responsibility. The Association shall at its cost maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including landscaping, trees and plantings in the Common Areas and trimming of such trees for sight lines, except as expressly provided at Sections 4.1 and 4.2 above.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

5.1 Purposes. (a) Each Unit or Lot shall be occupied and used only for residential purposes and for no other purpose.

(b) Outlots 1 and 2 shall be used for the operation of the Golf Course, including the clubhouse facility.

(c) Outlots 3 and 11 shall be used for tennis courts administered by the Association, or other recreational facilities installed and maintained at the cost of the Association with the prior consent of the Village of Hartland, which consent shall not be unreasonably withheld.

(d) (i) Outlot 4 shall be used for:

(A) administrative activities of the Association and Condominium Association (but nothing herein shall entitle either the Association or Condominium Association to possession for such purpose, shall grant

any interest in Outlot 4 to either the Association or Condominium Association, or shall subject Outlot 4 to the jurisdiction of either the Association or the Condominium Association; any such possession, interest or jurisdiction must be created by separate contract with the Owner of Outlot 4);

(B) maintenance, administration or other operations relating to the Golf Course;

(C) sales, leasing, administrative or general office purposes of Declarant relating to the installation, improvement, maintenance, sales, leasing, or administration of the Subdivision or Condominium by the Declarant;

(D) for a period equal to the shorter of (1) 10 years from the date of issuance of the certificate of occupancy by the Village of Hartland for the "sales center", or (2) the sale by Declarant to persons who are not Declarant's Affiliates (defined below) of all 225 Lots and Units, and in any event subject to the other limitations set forth below, general real estate and construction office purposes of Declarant's Affiliates; and

(E) occupancy of the residential structure on Outlot 4 by a Golf Course superintendent, golf pro, greens superintendent, or other person whose principal occupation is as a full-time professional in connection with the operation of the Golf Course, and persons living in a family like relationship with such person. For purposes hereof, such person shall be considered full time even if he or she is temporarily unable to perform such duties by reason of disability or even if he or she has other business interests not conducted from Outlot 4.

(ii) The residential structure on Outlot 4 may be used either for residential use or for any one or more of the other uses above at any time, but not for a combination of residential and another use at any one time.

(iii) For purposes hereof, Declarant's Affiliates who may use portions of Outlot 4 for the purposes enumerated in Section 5.1(d)(i)(D) above include Opportunity Homes, Inc. ("OHI") and any successor by merger, any subsidiary of Declarant or OHI.

(iv) The Owner of Outlot 4 may not construct any additional Buildings or increase the exterior dimensions of existing Buildings on Outlot 4 without the prior consent of the Village of Hartland.

(v) Use of Outlot 4 for the purposes enumerated in subsections 5.1(d)(i)(A), (C), and (D) above shall be limited to not more than 20 persons whose duties require them to regularly conduct business from Outlot 4. For purposes of this subsection 5.1(d), a person is deemed to "regularly conduct business" from Outlot 4 if he or she is present in an office for substantially the entire Business Day (defined below) on more than 60 Business Days during the preceding 12 month period. For purposes of this subsection 5.1(d), a "Business Day" is one on which the "sales center" is generally "open" for unscheduled visitors or potential customers.

(vi) Commencing on the first anniversary of the issuance of the certificate of occupancy for the "sales center" on Outlot 4, and annually thereafter as a condition to the continued effectiveness of such certificate of occupancy, the Owner of Outlot 4 shall file with the Village of Hartland Administrator a report showing: (i) the identity of all entities which are then using Outlot 4; (ii) the names, addresses and telephone numbers of all persons employed whose duties require them to regularly conduct business from Outlot 4, subject to any restrictions imposed by state or federal law regarding the privacy rights of such individuals; and (iii) a certification as to the accuracy of the foregoing information.

(e) Outlot 5 shall be used only for nursery or other open space purposes and only improvements ancillary to such uses shall be permitted.

(f) Outlot 9 shall be used only for municipal water tower purposes.

(g) Outlots 6, 7, 8 and 10 shall be used and maintained by the Association only as berms.

5.2 Leases of Units or Buildings on Lots. Declarant may lease any Unit or Building on a Lot on such terms and conditions as it desires in its sole discretion. All other leases shall be for terms of not less than six (6) months nor more than one (1) year. Each Occupant shall comply with all provisions of all Bristlecone Pines Documents and each lease to an Occupant shall provide that a breach of the Bristlecone Pine Documents shall be deemed a default under the lease. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Bristlecone Pines Documents caused by an Occupant. The Association will only need to deal with the Owner and shall not be obligated to address any breach with the offending Occupant. Individual rooms in dwelling units contained within a Unit or Building on a Lot shall not be rented and no transient tenants shall be accommodated.

5.3 Pets. The keeping of any pets in the Units in the Condominium shall be governed by the Condominium Declaration. Owners of a Lot or Lots may keep no more than two (2) pets per Lot; provided, however, that:

(i) the pet is under twenty-four inches (24") in height when measured from the base of its fore-paw to the top of the corresponding shoulder provided that a pet which complies with this requirement but subsequently grows to be non-complying shall be deemed at that time to not be in compliance, and provided further that the Board may in its sole and absolute discretion permit the keeping of a pet of up to twenty-seven inches (27") in height measured as above if the Board believes that such pet will not pose a threat to the safety and community of the Property and the Owners;

(ii) the pet is not permitted on any of the Common Areas while unattended or unleashed and at no time is permitted on the Golf Course (including the maintenance or administrative areas or the nursery areas);

(iii) the individual attending the pet shall immediately dispose of any and all of the pet's solid waste in the manner prescribed by the Board;

(iv) the owner of the pet shall comply with such further rules of pet ownership as may be promulgated by the Board;

(v) the pet is licensed by the Village of Hartland, if required under applicable ordinances;

(vi) no reptiles or uncaged birds shall be permitted; and

(vii) the pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or the Golf Course Owner, the pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section 5.3 or Rules promulgated by the Board under this Section.

Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any Owner failing to comply with this Section or any part thereof shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five Hundred Dollars (\$500.00) per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation of the license to maintain a pet. Such pet fee shall be a special assessment and may be collected in the same manner as assessments under Article 3. Notwithstanding anything to the contrary herein, possession of pets shall not be considered a property right.

5.4 Vehicles. (a) No outdoor parking of vehicles shall be permitted anywhere on the Property except in driveways or marked parking spaces, if any, except for parking as necessary in connection with the construction or reconstruction of a Unit or residence on a Lot. No person shall occupy, park or otherwise use a vehicle so as to block access. Exterior storage of trailers, campers, camping trucks, boats or other marine craft,

house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles, land vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on the Property. No vehicle maintenance or lubrication shall be permitted anywhere on the Property, except washing of cars in driveways or maintenance performed within a garage. No playground equipment, bicycle racks or other obstructions may be placed on the Common Areas except as the Board permits by Rule.

(b) No commercial or recreational vehicles shall be parked in driveways in the Subdivision or Condominium, except commercial vehicles temporarily parked in the ordinary course of business. Commercial vehicles include both vehicles licensed as such and vehicles otherwise licensed but which contain commercial advertising as part of the finish or as an attachment. Recreational vehicles include boats, trailers, campers and vehicles licensed as recreational vehicles.

5.5 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association or where required by Village of Hartland ordinances. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site.

5.6 Temporary Structures. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of the Condominium or a Lot without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns or the Association.

5.7 Quiet Enjoyment. Each Owner shall have the right to use its Unit or Lot in accordance with this Declaration and applicable law, free from unreasonable interference from each other Owner, all Occupants and other invitees. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas.

5.8 Noxious Activity. No use or practice shall be allowed in the Subdivision, the Condominium or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Bristlecone Pines Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

5.9 Patios and Balconies. Patios, decks and balconies shall not be used for (i) storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons, or (ii) the drying or airing of laundry, carpets, rugs or clothing.

5.10 Signs. No Owner may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Unit or Building which are visible from the public streets or Common Areas without the prior written consent of the

Association, except (i) Declarant may do so without such approval and (ii) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale or lease of a Unit or Lot. The Board may at its discretion delegate this duty to the Architectural Control Committee described in Article 6. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the building.

5.11 Environmental Matters. Each Lot or Unit Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot or Unit of any substance or compound governed by any one or more of Wis. Stats. Chap. 144; CERCLA; TOCSA; RCRA; Village of Hartland ordinances and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Controls: Restrictions on Development.

(a) Architectural Control Committee. There shall be established an Architectural Control Committee (related to the Association as provided herein) consisting of three (3) members who shall have the duties as set forth in this Article. The initial Architectural Control Committee shall be appointed by Declarant. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. After Declarant conveys at least 170 Lots to purchasers, then the initial members of the Architectural Control Committee shall resign and the Board shall elect three (3) Owners to serve on the Architectural Control Committee; provided, however, that if selected by the Board, a representative of Declarant may serve on such Committee.

(b) No Development Without Prior Approval. Not less than sixty (60) days prior to:

(A) commencement of construction of any Building or other new improvements on any Lot, or

(B) the reconstruction of any Building or other improvements on any portion or portions of a Lot following a casualty loss thereto, or

(C) the demolition of any Building or other improvements on any portion or portions of a Lot, or

(D) the painting, decoration or alteration of the exterior of any Building or other improvement on a Lot, or

(E) the installation of an awning, shutter, enclosure, storm window or door, hot tub, deck, shuffleboard court, garden, swimming pool (above or below ground), grading, mailboxes, fixed grill, or other landscape features,

the Owner(s) of such Lot shall submit to the Architectural Control Committee for approval two copies of written information ("Drawings") showing:

(i) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on the Lot,

(ii) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view,

(iii) the proposed landscaping, and

(iv) the proposed location and specifications for waste receptacles and utilities servicing such improvements. The Architectural Control Committee shall require that the Drawings include a survey of the Lot.

(c) Standards and Procedural Matters of Approval. The Architectural Control Committee shall not unreasonably refuse to approve submitted Drawings provided that any fees imposed for review have been paid, and that all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint), landscaping and such other matters comply with the terms of this Declaration and the Village of Hartland ordinances and otherwise are, in the Architectural Control Committee's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development. Approval must be express and in writing; failure of the Architectural Control Committee to object to the Drawings shall not be deemed approval or waiver of approval. If the Architectural Control Committee objects to Drawings in whole or in part for any reason, the submitted Owner shall thereafter resubmit Drawings to the Architectural Control Committee with such revisions as are required. Each time an Owner so submits the Drawings, the Architectural Control Committee shall have the right to approve or object to the Drawings as described above. Following the Architectural Control Committee's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be.

(d) Prior Approval for Changes. If after the completion of the improvements to any portion of the Property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements, the Owner shall comply with the provisions of subsection (a) above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements.

(e) Procedures and Budget. The Architectural Control Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the Architectural Control Committee shall be assessed by the Association to the Owners of the Lots. The Architectural Control Committee may but need not require the payment of a review fee in connection with the Submittal of any Drawings pursuant to a written policy. The Architectural Control Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Architectural Control Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Architectural Control Committee shall be handled by the treasurer of the Association.

(f) Separate Village Approval. Matters which require approval of the Architectural Control Committee may also require approval of the Village of Hartland. The Village of Hartland shall require that approval of the Architectural Control Committee be obtained first. Obtaining approval from the Architectural Control Committee and from the Village of Hartland shall be the responsibility of the Owner desiring approval. Approval of Drawings by the Architectural Control Committee shall not be deemed approval by the Village of Hartland and approval by the Village of Hartland shall not be deemed approval by the Architectural Control Committee.

(g) Uniformity Standards; Waiver. Certain standards of architectural control are set forth in Sections 6.2 through 6.6 below. The Architectural Control Committee may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The Architectural Control Committee may waive any such standard which it has adopted, may waive any floor area requirements in Section 6.3 by up to 10%, and may allow a "front entry" garage. The Architectural Control Committee may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing.

(h) Indemnification. Each member or former member of the Architectural Control Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or

service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on or in any roof or any other portion of the Condominium or a Lot, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the Architectural Control Committee and in compliance with Village of Hartland ordinances.

6.3 Minimum Home Size Requirements. Only one single-family home may be constructed on each Lot. The following types of homes on Lots in the Subdivision shall have the following minimum sizes:

<u>Home Type</u>	<u>Minimum Size</u>
one story	2400 square feet
one and one-half story	3000 square feet, with at least 1800 square feet on first floor
two story	3000 square feet, with at least 1500 square feet on first floor
split level	3200 square feet, with at least 2000 square feet on upper level
bi-level	3200 square feet, with at least 2000 square feet on upper level

For purposes hereof, the "upper level" of a split-level or bi-level home is that level which is entirely above grade. The number of square feet shall be determined on a uniform basis by the Architectural Control Committee and shall not include basement areas in the computation.

6.4 Garages. Each residence on a Lot shall have a garage for not less than 3 cars attached to the home. Garage entrances must be located on a side of the residence other than the side on which the front entrance faces. A garage shall not contain more than

has this basis been determined?
Living space - OR - outside home dimensions?

one car space for each full 1,000 square feet of living area in the residence as determined above (except that a one story Building must nonetheless have at least a 3 car garage). Garages must be located on the side of the lot which has the highest elevation, except as permitted by the Architectural Control Committee. Driveways shall be paved with a material acceptable to the Architectural Control Committee and, within its jurisdictional limits, the Village of Hartland.

6.5 Certain Exterior Features. With respect to the construction of a Building or other improvement to a Lot:

(a) If shutters are used on windows or divided-lite windows are used, in either case on the front of a residence, then they shall be used on such of the side and rear windows as the Architectural Control Committee shall require.

(b) A residence shall have a roof made of wood shakes, tile, natural slate or an artificial slate approved by the Architectural Control Committee.

(c) Exterior walls of residences shall be constructed of brick, stone, stucco or other natural materials. No artificial stone or siding shall be permitted.

(d) If masonry material, vertical siding or the like is used on the exterior walls of a residence, the same shall terminate only at an inside corner or other suitable break in the residence's architecture as the Architectural Control Committee shall approve.

(e) The Architectural Control Committee shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.

(f) Exterior fireplaces and chimneys shall be constructed of masonry, stucco or stone materials. Exterior materials shall be consistent on all levels. Color selections, and paint, stone, stucco or other finish must be approved by the Architectural Control Committee.

(g) No fences shall be permitted except in connection with an approved swimming pool. A fence itself must be approved by the Architectural Control Committee.

(h) The Drawings for each Lot shall require installation of a standard lamp post with photoelectric eye as selected by the Architectural Control Committee. Such lamp shall be located on the front lot line, approximately eight feet from the house side of the driveway. The lamp shall be controlled photo-electrically so as to have the lamp illuminated during night time hours.

(i) The Drawings for each Lot shall require installation of a mail box and/or newspaper box chosen from among one or more standard styles as selected by the

Architectural Control Committee, to be located as approved by the Architectural Control Committee.

(j) The Architectural Control Committee shall be acting reasonably if it requires that, on Lots with significant grades as determined by the Architectural Control Committee, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with masonry veneer or plaster or other suitable siding material consistent with the overall architecture of the home.

(k) No soil shall be removed from any Lot unless contemplated by the approved Drawings. Even if so approved, the final grades of a Lot must conform to grading plans approved by the Village of Hartland.

(l) No above-ground pools shall be installed; in-ground pools may be installed only with approval of the Architectural Control Committee.

(m) No trees on a Lot shall be removed or shaped (other than routine pruning) without the approval of the Architectural Control Committee.

(n) The landscaping in the rear yards of Lots 9, 10 and 11 shall not be disturbed so as to preserve the shoreland area therein.

6.6 Height. No Building on a Lot shall be greater than 45 feet in height, measured from the top of the concrete block to the highest point of the structure.

ARTICLE 7. SPECIAL FEATURES

7.1 Sidewalks. The Subdivision and Condominium as initially constructed do not or will not feature Sidewalks, but the Village of Hartland may in the future require or the Owners may in the future request that Sidewalks be installed. A request by Owners must be in accordance with the procedures and limitations in subsections (a) through (f) of this Section and a requirement by the Village of Hartland shall be in accordance with the Procedures and limitations in subsection (g) of this Section:

(a) Each of the following groups of Lots or Units may elect that Sidewalks be installed in the street rights of way as set forth below:

Group A: Lots 1 through 21, may request Sidewalks in Juniper Way to Arlene Drive and from that intersection east to Jungbluth Road.

Group B: Lots 22 through 43, may request Sidewalks in Arlene Drive to Jungbluth Road and in Pinyon Court, Cedar Court and Balsam Court.

Group C: Lots 44 through 69 and 141 through 183, may request Sidewalks in Bristlecone Drive between Arlene Drive and County Trunk Highway K and in Bluespruce Circle and Cypress Court, and in Arlene Drive between Bristlecone Drive and Jungbluth Road.

Group D: Lots 70 through 83, 85 thorough 119 and 121 through 140, may request Sidewalks in Ponderosa Drive to Bristlecone Drive and in Thornbush Circle, Pineview Court and Evergreen Circle, and in Bristlecone Drive between Ponderosa Drive and County Trunk Highway K.

Group E: The Units may request Sidewalks in the Condominium Through the General Common Elements thereof (as defined in the Condominium Declaration) and in Sweetbriar Lane to Bristlecone Drive, and in Bristlecone Drive between Ponderosa Drive and County Trunk Highway K.

(b) The following procedures shall apply to the decision of each individual grouping above to require Sidewalks as above:

(i) If the Owners of at least 50% of the Lots or Units in any Group desire to have Sidewalks installed, they may petition the Association in writing. A petition shall be submitted to the President of the Association.

(ii) Upon receipt of the petition, the President shall, at the Association's cost, (A) ascertain from the petitioners the exact locations in which they propose to install Sidewalks (for example, on only one side of a street or on both sides), and (B) obtain cost and time estimates for the installation of such Sidewalks.

(iii) When and if the President has ascertained such location, and obtained such cost estimates, the Association shall provide such information to the Owners of Lots or Units in the Group of Lots or Units proposing Sidewalks for their review and consideration.

(iv) At least 20 days but no more than 40 days after such information has been provided to such Owners in the Group of Lots or Units proposing Sidewalks, such Owners shall deposit secret written ballots with the Association indicating the acceptance or rejection of the proposed Sidewalks, with each such Lot or Unit being entitled to one vote. The Association shall set such other procedures as it deems advisable to ensure the fairness of the balloting and other procedures of this Section 7.1. If more than 75% of the ballots received are in favor

of the proposal, then the proposal will be approved; otherwise the proposal will not be approved.

(c) If a proposed Sidewalk is approved, the Association shall within a reasonable time request that the Village of Hartland install such Sidewalk. If the Village of Hartland agrees to install such Sidewalks, the actual costs of such installation, including engineering, administrative and legal costs, shall be required to be paid by the Association to the Village of Hartland as a condition precedent to the installation of the Sidewalks. Such costs shall be levied by the Association as a special assessment to all of the Lots or Units in the Group of Lots or Units which elected to have the Sidewalk installed, payable over such period of time and at such rates as the Board may determine. Any sidewalk installed shall comply with the ordinances and other requirements of the Village of Hartland.

(d) If a proposed Sidewalk is not approved, the Group of Lots or Units for which it was proposed may not propose the same or another Sidewalk hereunder for a period of at least 12 months from the close of balloting.

(e) A proposal to install a Sidewalk may be withdrawn prior to balloting by the written request of the persons who initially petitioned for such Sidewalk.

(f) No Lot or Unit Owner may install a Sidewalk on his or her own, even in an Owner's Lot except for walkways between a residence and its driveway.

(g) At any time and from time to time after 5 years from the date hereof, the Village of Hartland may, in its discretion and whether or not the Owners have requested a Sidewalk as above and whether or not the consent of the Association or any Owner is obtained, install Sidewalks on some or all of the public street rights of way on one or both sides of such streets, if the Village of Hartland has first determined by resolution of the Village Board of Trustees that public safety or convenience requires such installation. After installation, the Village shall advise the Association in writing of the costs of installation, including engineering, administrative and legal costs, and the Association shall pay such costs to the Village of Hartland within 120 days after receipt of the invoice therefor. The Association may collect such costs from the Lot and Unit Owners by inclusion of such costs in its general operating budgets or by special assessment on all Units and Lots or on those Units and Lots affected, if less than all are affected. Failure to include such amounts in an assessment, or the failure to pay by an Owner of a Lot or Unit shall not relieve the Association from the obligation to pay such amount to the Village of Hartland. Upon request, the Village will provide such documentation as the Association may reasonably request in order to substantiate such costs. The procedures set forth in this subsection (g) are in addition to any other right to install Sidewalks or levy special assessments therefor under Wisconsin Statutes.

7.2 Street Lights and Signs. The streets in the Property will have decorative street lights, street name signs, traffic control signs and mail boxes, which the Association shall be responsible for maintaining and replacing at its cost. The Association

may relocate a light standard, sign or mail box without the consent of the Owner(s) affected thereby. The Association shall not change the style or location of such street lights, signs or mail boxes without approval of (i) at least 75% of the Board, (ii) the Village of Hartland Plan Commission, (iii) the Village of Hartland engineer and (iv) the Village of Hartland Director of Public Works.

7.3 Tunnels. (a) Two tunnels have been or will be installed under streets on the Property to accommodate golf cart paths relating to the Golf Course as shown on the Plat. Such tunnels and the paths through such tunnels shall be maintained by the Owner of the Golf Course at its cost. Occupants of the Condominium and Subdivision are prohibited from using the tunnels except in connection with use of the Golf Course in accordance with the Golf Course Rules. The Village of Hartland shall maintain the streets above the tunnels, but shall not have responsibility or liability for the structural components of the tunnels themselves or the paths except if damage thereto is caused by the acts of the Village of Hartland or its employees, agents or contractors. The Golf Course Owner shall have liability for the cost of street maintenance required as a result of earth settlement at the tunnel structures including settlement or collapse caused by use or maintenance of the street above the tunnel; except as above, the Golf Course Owner shall not have liability to the Association, any Owner or Occupant or any other person for damages of any nature caused by such settlement or collapse.

(c) The Village of Hartland may make such reasonable inspection of the structural integrity of the tunnels from time to time as it deems necessary. If the Village Director of Public Works and Village Engineer determine that repair or replacement of a tunnel is necessary to continue to provide the necessary support to the street above the tunnel, the Village of Hartland may make written demand on the Owner of the Golf Course that it undertake such repair or replacement as is specifically proposed in the written demand. The written demand shall then be subject to the following procedures:

(i) If the Owner of the Golf Course does not agree with the recommendations of the Village of Hartland, then the Owner of the Golf Course may, within 15 days of receipt of such demand, propose an alternate means of repair or replacement. If no alternate proposal is so made, then the proposal of the Village of Hartland shall be deemed adopted.

(ii) If an alternate proposal is so made, the Owner of the Golf Course, the Village Director of Public Works and the Village Engineer shall attempt to resolve the issues within a 15 day period.

(iii) If there is no resolution of the issues within such 15 day period, the Owner of the Golf Course and the Village Director of Public Works shall select an independent professional engineer licensed in the state of Wisconsin to arbitrate the issue. If the Owner of the Golf Course and the Village Director of Public Works cannot agree on an independent engineer, they shall each select an engineer, and the two engineers shall agree on an independent engineer. The independent engineer shall review the proposals of both the

Owner of the Golf Course and the Village of Hartland and shall select the proposal which the independent engineer deems most appropriate. Such proposal selected by the independent engineer shall be deemed adopted by the Owner of the Golf Course and the Village of Hartland and shall be binding on and enforceable against both as an arbitration award under Wisconsin Statutes Chapter 788.

(iv) If the original proposal of the Village of Hartland is deemed adopted as above, or if a resolution is achieved under clauses (ii) or (iii), then the plan of repair or replacement so agreed upon or deemed adopted shall promptly be commenced, continued and completed by the Owner of the Golf Course at its cost, taking into consideration weather conditions, acts of God, the current condition of the street above the tunnel, the risk of damage to the street because of the need for repair or replacement of the tunnel, and any other factors not within the control of the Owner of the Golf Course.

(v) If the Owner of the Golf Course does not commence, continue or complete a plan of repair or replacement as above, the Village of Hartland may commence an action in Waukesha County Circuit Court pursuant to Wisconsin Statutes Chapter 788 to confirm the arbitration award. Upon confirmation of the arbitration award, the Village of Hartland may then terminate all easements and rights that the Owner of the Golf Course or any other party has to construct, maintain or use said tunnel by a recording of the arbitration award and the language of this Section 7.3.

(vi) Upon termination of said easements and rights, the Village of Hartland may, but is not required to, reconstruct the street, replacing the tunnel with a standard road bed and interrupting whatever golf cart paths or other paths or accesses that the tunnel had previously served. This right to terminate easements and rights with respect to a tunnel is in addition (and not in the alternative) to all other rights granted to the Village of Hartland in this Declaration.

7.4 Fences. The erection of a fence on a Lot is considered an improvement requiring approval of the Architectural Control Committee, and, in the case of fences on a Lot which abuts the Golf Course, the prior express written consent of the Golf Course Owner. The Architectural Control Committee shall be deemed to be acting reasonably and within its authority if it adopts a policy of not approving any fences which do not meet certain aesthetic or structural standards adopted and announced by the Architectural Control Committee. No fences will be permitted which abut the Golf Course except with the express prior written consent of the Golf Course Owner, which may be withheld for any reason or no reason.

7.5 Tennis Courts and Playgrounds. On Outlots 3 and 11 certain tennis courts and playground or other recreational equipment have or will be installed or constructed for use by the Owners and Occupants of the Condominium and the Subdivision. The tennis courts and playground or other recreational equipment shall be part of the Common Areas, such that the Association is responsible for the maintenance thereof at its

cost and for promulgating reasonable Rules for the use thereof (which may but need not include a fee for use of such courts).

7.6 Entryways. The Village of Hartland has or will grant an easement to the Association to install and maintain traffic islands, plantings and signage in the public streets at the entrances to the Property on Jungbluth Road and Lisbon Road as provided in the PUD Agreement. Such entryway islands and improvements are Common Areas and Common Improvements and shall be maintained by the Association. Such signs may be repaired or replaced, but the design and content thereof may not be changed without the consent of the Declarant.

7.7 Cul de Sacs. The Village of Hartland has or will grant an easement to the Association to install and maintain traffic islands and plantings in Evergreen Circle, Pineview Court, Cypress Court, Pinyon Court, Juniper Way, Cedar Court, Arlene Drive, Pinegrove Court, Sweetbriar Lane and Balsam Court. Such islands are Common Areas and Common Improvements and shall be maintained by the Association as provided in the PUD Agreement.

ARTICLE 8. SPECIAL PROVISIONS RELATED TO GOLF COURSE

8.1 No Entry. Owners and Occupants of the Condominium and Subdivision may not enter on the Golf Course except in connection with the Golf Course Rules. Owners and Occupants are cautioned that it may be dangerous to do so.

8.2 No Easements. While the Golf Course has been designed to minimize the errant flight of golf balls from the Golf Course to the Lots and Units, Owners of Lots and Units acknowledge the possibility of such an occurrence. No easement is reserved for golfers to enter Lots or the Condominium to retrieve golf balls. The Golf Course Owner has no duty to enforce the provisions of this Section 8.2 and shall have no liability for repairs necessitated by or damages caused by any errant golf balls or entry by golfers. Notwithstanding the foregoing, the Golf Course Rules shall specify that golfers may not enter Lots or the Condominium; standard Golf Course score cards issued to golfers will state that golfers may not enter Lots or the Condominium; and reasonable physical demarcations shall be placed on the Golf Course noting that Lots and the Condominium are out of bounds for the Golf Course.

8.3 No Rights in Golf Course. No Lot or Unit Owner shall have a property right in the existence of a Golf Course, the maintenance of the Golf Course when constructed, or the use thereof.

8.4 Golf Course Maintenance. Golf Course maintenance may occur at any time. The Golf Course Owner may use certain pesticides, herbicides, fungicides or other compounds in the ordinary course of maintenance.

8.5 No Pets. Without limiting Section 8.1, no pets are permitted on the Golf Course at any time. Any Lot or Unit Owner violating this Section is subject to the sanctions and remedies provided in Section 5.3, which the Association shall impose at the request of the Golf Course Owner for the benefit thereof.

8.6 Golf Carts. The operation of golf carts on public streets is prohibited by the Village of Hartland. The use of the paths on the Golf Course is regulated by the Golf Course Rules. No carts shall be operated on the Golf Course without the express prior written consent of the Golf Course Owner, which may be refused for any reason or no reason.

8.7 Ownership of Golf Course. The ownership of the Golf Course and Outlots 4 and 5 shall not be different.

ARTICLE 9. INSURANCE

9.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements and such other policies and/or coverages as the Board deems necessary or advisable.

9.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

9.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance reconstruction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs. The Village of Hartland shall be named as an additional insured under all Association Insurance and a certificate of the effectiveness of such insurance shall be provided annually.

9.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense, except that any increase in the rating or premium charged for any such insurance caused by the character or use of a Unit or a Lot shall be allocated solely to its Owner.

9.5 Waiver. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide such insurance, or (iv) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit or Lot, (i) by the size, design or composition of the Unit or Lot, (ii) by reason of anything done or kept in a Unit or Lot, or (iii) the failure of any Owner or Occupant to comply with Association Insurance requirements, or (iv) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and May be enforced by special assessment against the particular Unit or Lot.

9.7 Exclusions From Coverage. Association Insurance coverage shall exclude (i) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (ii) liability coverage on an Occupant or Owner, its guests, invitees, employees or tenants, arising out of any occurrences within a Unit or Lot and/or relating in any way to an Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 10. AMENDMENT OF DECLARATION

10.1 General. Except as otherwise provided herein, this Declarant may be amended only by the written consent of Owners representing at least seventy-five percent (75%) or more of the total votes of the Association then entitled to vote; provided that no amendment which would affect the use of any Outlot, or the rights or liabilities of the Owner of any Outlot, shall be effective without the express written consent of such affected Owner(s). An amendment relating to the use of or any other restriction or easement on Outlots 1, 2, 4 or 5 shall require only the written consent of the Owner of the Golf Course

and the Village of Hartland, and shall not require the consent of any other Owner.. An amendment relating to the use of Outlots 3 and 11 shall require only the written consent of the Association and the Village of Hartland, and shall not require the consent of any other Owner. An Owner's written consent is not effective unless approved in writing by its Mortgagee, if any.

10.2 Procedures. Amendments shall be prepared and executed by the president of the Association (except that amendments relating to the use of Outlots 1, 2, 4 and 5 shall require only the execution by the Owner of the Golf Course) and shall become effective when recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded. For purposes hereof, for a period of 10 years from the date hereof there shall be deemed to be 225 Lots and Units and Declarant shall be deemed to be the Owner of all of them except those conveyed of record to another person. No amendment shall adversely affect a special right or easement reserved to Declarant or the Golf Course Owner under this Declaration, or the rights of Mortgagees under Article 11, or the rights of the Village of Hartland under Article 16, without the express written consent of Declarant or Golf Course Owner, or 51% of the Mortgages, or the Village of Hartland as the case may be.

10.3 Inclusion of Other Property. This Declaration may be amended in order to submit to the provisions hereof certain other property described in Exhibit 20 to the PUD Agreement, upon the satisfaction of the conditions described in Section 11.C thereof. Such amendment shall be executed by the Association and by the owners of the properties being so submitted. Such amendment shall include a legal description of the property being so submitted. Upon such amendment, (i) such property shall be subject to all the terms and conditions hereof, except that the Architectural Control Committee shall not have power to require changes to any existing structures thereon until and unless circumstances occur which would require that such structures conform to the Village of Hartland Zoning Code under Section 17.09 of the Village of Hartland Zoning Code (as the same may be renamed or renumbered from time to time); (ii) each legal parcel in such property shall be deemed a Lot hereunder; (iii) each new Lot shall commence paying assessments to the Association as of the date of execution (with a proration for the month of admission); and (iv) each new Lot shall be entitled to vote as the Owner of any other Lot is entitled to vote in affairs of the Association.

ARTICLE 11. RIGHTS OF MORTGAGE HOLDERS

11.1 Notice. Any mortgage holder, insurer or guarantor of a mortgage on a Unit or Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Unit or Lot number or address, will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects a material portion of the Property;

(b) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Unit or the Lot on which it holds a mortgage or any breach of the provisions of any of the Bristlecone Pines Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(c) A lapse, cancellation or material modification of any Association Insurance; and

(d) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders as specified below or in Article 11 hereof.

11.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit or Lot pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 12. FURTHER RIGHTS OF DECLARANT

12.1 Control of Association. Declarant shall have the right to appoint and remove directors of the Association pending the occurrence of the events set forth in this Section 12.1:

(a) Prior to the later to occur of: (i) conveyance to purchasers of a total of 57 Units and Lots, or (ii) acceptance by the Village of Hartland of the public improvements to be installed in the Property, the Association shall hold a meeting and the Owners other than Declarant shall elect at least 25 percent (25%) of the Board.

(b) Prior to the later to occur of: (i) conveyance to purchasers of a total of 113 Units and Lots, or (ii) acceptance by the Village of Hartland of the public improvements to be installed in the Property, the Association shall hold a meeting and the Owners other than Declarant shall elect at least 33 1/3 percent (33 1/3%) of the Board which may include the Director(s) elected under 12.1 (a) above. For example, if the Board is comprised of three (3) Directors, the election of one director pursuant to 12.1 (a) shall also satisfy the requirements of this subsection and no additional special meeting shall be held nor additional director elected under this 12.1(b).

(c) Upon the earlier to occur of the expiration of (i) 15 years from the date that the first Unit or Lot is conveyed to any person other than Declarant, or (ii) thirty (30) days after the conveyance to purchasers of a total of 203 Units and Lots, all remaining Directors appointed by Declarant shall tender their resignations and the Owners, including Declarant, shall elect replacements to such Directors.

12.2 Other Rights. Pending the sale of all Units and Lots, Declarant or its successors and assigns, acting alone:

(a) except as set forth in Section 5.1, may use the Common Areas and any unsold Units or Lots on the Property in any manner as may facilitate the sale or leasing of Units or Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Units or Lots and may delegate such rights to persons desiring to construct Buildings on Lots as model homes. In delegating such rights to other persons, Declarant shall not permit any such other person to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots, sales of Buildings on Lots, or sales of homes on other properties by such other person may be permitted for a period not to exceed 24 months from the date of issuance of the certificate of occupancy therefor. In all circumstances, once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home". Construction material shall not be delivered to or stored at a model home, except for construction of such model home.

(b) without encroaching upon any easement granted herein to the Village of Hartland, shall have the right to (i) grant easements upon, over, through and across the Common Areas as may be required for furnishing any kind of utility services, including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as many be necessary for excavation and construction of any of the Units or any Buildings and (ii) grant easements upon, over, through or across the Common Areas for ingress and egress to and from the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

12.3 Special Rights Regarding Assessments. If any assessment is not paid such that the unreceived revenues are required to be assessed to the members whether by special assessment or inclusion in the next budget, amounts in respect of assessments related to the Golf Course Contract shall not be assessed against Declarant's Lots or Units. Notwithstanding anything to the contrary in the Bristlecone Pines Documents, Declarant shall

not be liable for any portion of an assessment which relates to budgeting for payments under the Golf Course Contract as to any Lot or Unit owned by Declarant.

ARTICLE 13. REMEDIES FOR VIOLATION BY OWNER

13.1 Remedies. If any Owner or Occupant fails to comply with this Declaration or the Bylaws, such Owner shall be liable for damages, subject to injunctive relief, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

13.2 Owner Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred therefor by the Association shall be assessed against the Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further Action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 14. EASEMENTS

14.1 Right of Entry. A right of entry to each Unit, Lot or Outlot is reserved to the Association (except for entry by the Association to Outlots 1, 2, 4, 5 and 9, which is not granted herein) and the Village of Hartland to service utility installations located on, in or under the Unit or Lot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association or the Village of Hartland onto a Unit, Lot or Outlot (subject to the limitations on the Association above) may be made immediately, whether the Owner or Occupant of the Unit, Lot or Outlot is or is not present and without liability to the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

14.2 Sanitary Sewer and Water Easements. Easements over Lots 27, 28, 84, 120, 154 and 155, and Outlots 1 and 3 are reserved to the Village of Hartland and the

Association for the installation and maintenance of sanitary sewer and water lines as shown on the Plat. Upon exercise of its rights of entry pursuant to this easement, the Village of Hartland shall be required only to restore the ground disturbed by such entrance. The Village of Hartland shall not be liable for any loss of play to the Golf Course, the loss of any Plantings over water lines, or the cost of restoration of a green to its prior playing condition.

14.3 Common Area Easement. The Association may grant easements over and through the Common Areas for such purposes as the Association deems reasonable for the benefit of the Owners.

14.4 Drainage. An easement is reserved to the Golf Course Owner and the Village of Hartland over Lots 9, 10, 27, 28, 45, 46, 65, 84, 120, 125, 126, 130 through 140, 144, 147, 154, 155, and 170 through 183 and Outlots 3, 6, 7, 8, 10 and 11 for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat and vehicular and pedestrian access over such easement areas on such Lots and Outlots as shown on the Plat and on Exhibits 6, 7, 11, 12 and 21 to the PUD Agreement, for the maintenance or replacement of such elements by the Golf Course Owner at its cost. A non-exclusive easement is granted to the Village of Hartland over Outlots 1 and 2 for the maintenance of such elements, provided that (i) except in an emergency, the Village of Hartland shall give at least 48 hours prior written notice of such entry to the Golf Course Owner and (ii) except in an emergency, the Village of Hartland shall cooperate with Declarant in minimizing the disruption to the operations or physical features of the Golf Course when making such entry or performing such maintenance or repair, although this shall not prevent the Village of Hartland from performing its work at hours convenient to it. Affected Lot Owners may have their own plantings or other improvements in such easement areas disturbed in the performance of such maintenance without any obligation of the Golf Course Owner or the Village of Hartland to restore or replace such plantings or improvements. No Owner of any affected Lot shall erect any improvements in such easement areas or otherwise create any impediments to the operation of the drainage system as required by the Golf Course Owner and the Village of Hartland, and, because the operation of the drainage system is integral to the operation of the Golf Course, the Golf Course Owner and the Village of Hartland may enter such easement areas in order to remove any such improvements or other impediments to the operation of the drainage system.

14.5 Access of Golf Course. An easement is reserved for the Association to install at its cost a paved or unpaved walkway across Lot 84 in order to facilitate pedestrian access of members of the Association to and from a clubhouse or other structure which may be located on the Golf Course (but which shall not be located so as to unreasonably interfere with the buildings, private drives, patios, if any, or other amenities installed on Lot 84 for the Condominium), and for the maintenance thereof by the Association at its cost.

14.6 Pedestrian Access. An easement is reserved for the Owners of Lots 130 through 140 for pedestrian access across a portion of such Lots shown on the Plat as a 30 foot drainage and landscape easement, and for the Association at its cost to improve such

easement area to facilitate and regulate such access and for the maintenance thereof by the Association at its cost, subject to the primary right and responsibility of the Golf Course Owner to maintain the drainage system under Sections 4.2 and 14.4 hereof.

14.7 Access to Outlot 5. Declarant hereby reserves for the benefit of the Owner of the Golf Course a permanent exclusive easement over a portion of the Condominium (lot 120) from the cul de sac on Sweetbriar Lane to Outlot 5 as shown on the Plat, for purposes of vehicular and pedestrian access to and from Outlot 5. If the easement area is not paved, the Golf Course Owner shall not be responsible for the maintenance of the grass or other landscaping installed. The Condominium Association may not construct any Buildings in the easement area or otherwise restrict access thereto.

14.8 Well Easement. Declarant hereby reserves for the benefit of the Owner of the Golf Course a permanent exclusive easement over a portion of the Condominium (lot 120) as shown on the Plat, for the installation, maintenance and replacement of a well and the pumping equipment and pipes therefor relating to the operation of the irrigation and drainage systems for the Golf Course, and a reasonable area for purposes of access to install, maintain or replace such well and the pumping equipment and pipes therefor. The Condominium Association may not construct any Buildings in the easement area or otherwise restrict access thereto.

14.9 Communications and Irrigation Systems. Declarant hereby reserves for the benefit of the Owner of the Golf Course a permanent non-exclusive easement over a portion of the Condominium (lot 120) as shown on the Plat, for the installation, maintenance and replacement of an irrigation system for the Golf Course and communications wires in connection therewith, and a reasonable area for purposes of access to install, maintain or replace such irrigation system and communications wires. The Condominium Association may not construct any Buildings in the easement area or otherwise restrict access thereto.

14.10 Landscape Easements. Declarant hereby reserves for the benefit of the Owner of the Golf Course and the Village of Hartland a permanent non-exclusive easement over a portion of Lot 22 as shown on the Plat for the purpose of installing, maintaining, replacing and changing plantings or other landscaping features. The Owner of Lot 22 may also place plantings in such easement area but only if they do not, in the opinion of the owner of the Golf Course, hinder or detract from the plantings or other landscaping installed by Declarant. None of Declarant, the Golf Course Owner nor the Village of Hartland is required by virtue of this Declaration to install any plantings or other landscaping. If such plantings or other landscaping are installed, it must be maintained to such standards as the Owner of the Golf Course determines are appropriate. Nothing in this Declaration shall prevent the permanent removal of any such plantings or other landscaping without replacement. Other easements shown on the Plat for landscaping purposes, affecting Lots 130 through 140 and Lots 170 through 183, are governed by Sections 14.4 and 14.6.

ARTICLE 15. TERMINATION

15.1 Termination. This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of at least 90% of the aggregate Lots and Units, provided that (A) no vote shall effect an amendment to any provision hereof conferring on or reserving a special right or easement to Declarant or the Golf Course Owner without the express written consent of Declarant or the Golf Course Owner, as appropriate, and (B) no vote shall effect an amendment to any provision of Article 16 or any easement in favor of the Village of Hartland without the express written consent of the Village of Hartland. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds for Waukesha County, Wisconsin.

ARTICLE 16. RIGHTS OF VILLAGE OF HARTLAND

16.1 Sections Enforceable by Village of Hartland. The restrictions imposed upon the Property, and the obligations of the Declarant, Association and Owners contained in sections 4.2, 4.3, 5.1, 5.4, 5.6, 5.9, 6.6, 7.1, 7.2, 7.3, 7.5, 7.6, 7.7, 9.1, 9.2, 13.2, 14.1, 14.2 and 14.3 all benefit the Village of Hartland and are enforceable by the Village of Hartland as specified in this Article.

16.2 Enforcement by the Village of Hartland. If an obligation or restriction contained in any of the sections listed in 16.1 is not performed or fully complied with by Declarant, Association or Owners (hereinafter collectively referred to as "Breach"), Village of Hartland may, but is not required to, in the following manner:

(a) Notice. Village of Hartland shall first provide written notice of the specific Breach to the entity which failed to perform said obligation or who owns the portion of the Property where the restriction or provision or obligation is not being complied with or fully performed (as the case may be), with copy to the Association if the Association is not the offending party.

(b) Remedy. If within thirty (30) days after the Village of Hartland has provided such notice, such alleged offending party has not remedied said Breach and if the Association has not taken steps satisfactory to the Village of Hartland to remedy said Breach, the Village of Hartland shall be entitled to any one or more of the following remedies:

(i) Injunction. An injunction from the Waukesha County Circuit Court compelling (1) the Declarant, Association or Owner to remedy said Breach and (2) the Association to use all of its

authority under this Declaration (including the use of liens against Lots or Units) to remedy the Breach;

- (ii) Money Judgment. Receive a money judgment from the Waukesha County Circuit Court against (jointly and severally) the Declarant, Association, or Owner which has committed the Breach for all monies owed to Village of Hartland as a result of said Breach including all legal and professional consulting fees and costs of litigation incurred by Village of Hartland in obtaining an injunction or money judgment or both;
- (iii) Special Assessment or Special Charge. If one or more Owners commit or allow a Breach, or if the Association fails to timely make all payments owed to the Village of Hartland under Section 7.1, the Village of Hartland may levy either a special assessment or special charge against the Lots owned by the Owners who have committed or allowed the Breach (or, in the case of Section 7.1, failure of Association to make timely payments to the Village of Hartland, the special assessment or special charge shall be levied against each Lot in front of which a sidewalk has been installed) in an amount equal to all damages, costs and expenses incurred by the Village of Hartland (including all attorney fees and other professional consulting expenses) as a result of said or failure to make payment under Section 7.1. By this Declaration, each Owner of a Lot or Unit, on his or her own behalf and on behalf if any successors in interest, hereby stipulate and irrevocably agree to the levying of said special assessment or special charge pursuant to this subsection and hereby irrevocably waive rights of notice and hearing pursuant to Wis. Stat. § 66.60(18) or any amendment thereto.

ARTICLE 17. CONSTRUCTION AND EFFECT

17.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

17.2 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

17.3 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this

Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

17.4 Remedies. All remedies herein are cumulative.

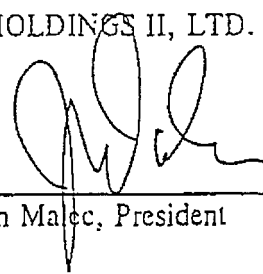
17.5 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

17.6 Successors and Assigns. References in this Declaration to "Declarant's successors and assigns" shall be deemed to refer only to a person or entity to whom Declarant expressly assigns all of its rights and benefits by an instrument in writing which is recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin. All specially reserved rights and benefits in favor of Declarant under this Declaration shall inure only to the benefit of and be binding upon "Declarant's successors and assigns" as such term is defined in this Section 17.6.

Executed at Hartland, Wisconsin, this 4 day of April, 1995.

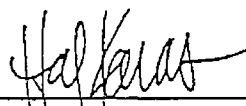
MALEC HOLDINGS II, LTD.

By:



John Malec, President

Signature of John Malec authenticated this 4 day of April, 1995.



Hal Karas, Member, State Bar of Wisconsin

This instrument was drafted by
and should be returned to:
Hal Karas
MICHAEL, BEST & FRIEDRICH
100 E. Wisconsin Avenue, #3300
Milwaukee, WI 53202-4108

EXHIBIT A

"Bristlecone Pines" being a subdivision part of Parcel A of Certified Survey Map No. 2245, Lot 2 of Certified Survey Map No. 6992 and a part of Parcel 3 of Certified Survey Map No. 4182 also being a part of the Northeast $\frac{1}{4}$, Northwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 35, the Northeast $\frac{1}{4}$, Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$, Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Town 8 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin being more particularly bounded and described as follows:

Commencing at the Northeast corner of the Northwest $\frac{1}{4}$ of Section 36, said point also being the place of beginning of lands hereinafter described:

Continuing thence South $00^{\circ}42'05''$ West along the East line of the said Northwest $\frac{1}{4}$ Section, 1651.69 feet to a point in the Southeast corner of the said Northwest $\frac{1}{4}$ Section; thence South $00^{\circ}42'05''$ West along the East line of the Southeast $\frac{1}{4}$ of Section 36, 1325.69 feet to a point in the North Line of "Stepford Heights Subdivision"; thence South $89^{\circ}24'57''$ West along the North line of the said subdivision, 1314.24 feet to a point in the Northwest corner of the said subdivision; thence South $00^{\circ}42'42''$ West along the West line of the said subdivision, 350.59 feet to a point in the Northerly right-of-way line of S.T.H. "16" and the arc of a curve; thence Northwesterly along the Northerly right-of-way line of S.T.H. "16", 672.24 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 5,909.58 feet and whose chord bears North $63^{\circ}24'55''$ West 671.88 feet to a point; thence North $72^{\circ}50'31''$ West along the Northerly right-of-way line of S.T.H. "16", 412.53 feet to a point in a curve; thence Northwesterly along the Northerly right-of-way line of S.T.H. "16", 1,679.49 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 5,879.58 feet and whose chord bears North $78^{\circ}51'26.5''$ West, 1,673.79 feet to a point in the East line of "Davis Heights Subdivision Add'n. No. 1"; thence North $00^{\circ}47'32''$ East along the East lines of "Davis Heights Subdivision Add'n No. 1" and "Davis Heights Subdivision", 907.05 feet to a point in the Northwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, thence North $00^{\circ}55'18''$ East along the East line of "Hilger Farms" 1,273.24 feet to the Northeast corner of "Hilger Farms"; thence South $89^{\circ}50'07''$ West, 769.47 feet to a point in the Southwest corner of Lot 2 of Certified Survey Map No. 6992; thence North $00^{\circ}09'53''$ West along the West line of said Lot 2, 305.88 feet to a point in the Northwest corner of said Lot; thence North

89°47'42" East along the North line of said Lot 2, 143.00 feet to a point in the West line of Parcel A of Certified Survey Map No. 2245; thence continuing along the Westerly and Northerly courses of said Parcel A, North 02°30'31" East, 253.23 feet to a point; thence North 88°36'45" West, 357.94 feet to a point; thence North 20°00'42" East, 294.04 feet to a point; thence South 87°08'17" East, 347.20 feet to a point; thence North 03°32'52" East, 150.01 feet to a point; thence North 87°08'17" West, 81.42 feet to a point; thence North 03°32'52" East, 63.96 feet to a point; thence North 03°45'56" East 330.23 feet to a point in the North line of the Northeast ¼ of Section 35, thence North 89°51'42" East along the said North line, 331.16 feet to a point; thence South 00°55'18" West, 198.03 feet to a point; thence North 89°51'42" East, 264.04 feet to a point in the Northeast corner of Parcel A of Certified Survey Map No. 2245; thence North 00°55'18" East, 198.03 feet to a point in the North line of the Northeast ¼ of Section 35; thence North 89°51'42" East along the said North line 1,322.21 feet to a point in the Northwest corner of the Northwest ¼ of Section 36 and the Northwest corner of Certified Survey Map No. 4181; thence South 00°43'34" West along the West line of the said Certified Survey Map, 724.57 feet to a point in the Southwest corner of the said Certified Survey Map; thence North 89°09'28" East along the South lines of Certified Survey Map No. 4181, 396.83 feet to a point in the southwest corner of Certified Survey Map No. 4182; thence North 00°50'32" West along the West line of Certified Survey Map No. 4182, 340.80 feet to a point in the Southwest corner of Lot 1 of Certified Survey Map No. 6200; thence North 89°09'28" East along the South line of said Lot 1, 392.00 feet to a point in the Southeast corner of Lot 1; thence North 00°50'32" West along the East line of said Lot 1, 383.50 feet to a point in the North line of the said Northwest ¼ Section; thence North 89°09'28" East along the said North line, 1858.43 feet to the place of beginning.

Containing 363.18 Acres more or less.

Excepting therefrom those parts heretofore dedicated for public street purposes.