

Declaration of Restrictions
For
Steeple Pointe
A Subdivision
In The City of Delafield

KNOW ALL PERSONS BY THESE PRESENTS; that WESTAIRE, INC., a Wisconsin Corporation, located at Voss, Nesson, Erbach & Voss, 119 E. Main Street , P.O. Box 1348, Madison, WI 53701-1348 (herein referred to as "Developer," which term shall include the duly authorized agent of Developer, Sean O' Conner) is the owner of Steeple Pointe, a subdivision in the City of Delafield, (herein referred to as "City") being a subdivision of all of Lot 2 of CSM No.8300 in Section 30,T.7 N, R. 18 E. DELAFIELD, Waukesha County, Wisconsin, (herein referred to as "STEEPLE POINTE") and intending benefit of present and future owners of lands in STEEPLE POINTE and any future stages of development added as provided in Section C, below (herein referred to individually as "Owner" and collectively as "Owners") that STEEPLE POINTE a single family subdivision, shall be subject to the following restrictions:

A. BUILDING RESTRICTIONS

1. All lots in STEEPLE POINTE, are restricted to the erection of a one story, story and one-half, or story single family residence and attached garage which will accommodate at least 2 cars.
2. The minimum size of a one story residence shall be 2,200 square feet on the first floor.
3. A story and one-half residence shall have a minimum of 2,200 square feet on the upper 2 floors.
4. A two story residence shall have a minimum of 2,400 square feet with a minimum of 1,400 on the first floor.
5. A tri-level residence shall have a minimum of 2,200 square feet on upper two floors.
6. A two car garage must be attached to the residence, be on the side of the home, and must be constructed with the residence. The maximum size shall be a 3.5 car garage. All driveways must be concrete or other hard pavement and are to be paved by lot buyer within one year of occupancy.
7. The exterior walls of the residence and attached garage must be constructed of natural materials, brick, stone, (no artificial stone), wood siding (which includes only solid wood wafer board products of the type and quality of the Interseal lap siding product manufactured by Louisiana-Pacific Corporation on the date hereof) or, such other products the Architectural Control Committee shall approve. Divided lite windows or windows with grilles, window treatments, including shutters, casings and trim designs shall be consistent on all sides of the home. All exterior colors must be approved by Architectural Control Committee and should be kept to maximum of two. An additional accent color for shutters or doors, etc. may be approved.
8. All roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers which may at the sole discretion of the Architectural Control Committee allow a minimum of (6/12) and other special circumstances such as a deep ranch style homes where the height of the roof becomes excessive, and only if approved in writing by the developer. All roofing material shall be the highest quality dimensional asphalt shingles of a weathered cedar shake color, very dark brown, grey or light grey, or cedar shake. The Architectural Control Committee as its sole discretion, may, at times allow for reduced minimum sizes due to extraordinary architectural features, high value designs, and superior appraised valuations due to design, architectural components and materials incorporated throughout the home.

9. The residence must be completed within one year from the date of permit. All landscaping according to the landscape plan submitted to the Developer, and a sod or seeded lawn in place must be completed within one year from the date of the permit. Landscaping shall include the area between the lot line and the street curb. A hard pavement driveway of asphalt, concrete or pavers must be completed within one year of occupancy.

10. Only one residence may be erected on a lot.

11. The minimum setback from any abutting street right-of-way, side yard setbacks, and rear yard setbacks shall conform to the City of Delafield Ordinances.

12. There shall be no outside storage of boats, trailers, busses, commercial trucks, campers, or other vehicles or items deemed to unsightly by the developer.

13. All building plans and exterior design of each residence shall be constructed on STEEPLE POINTE must be approved by the Subdivision Architectural Control Committee in writing prior to submittance of proposed building plans to the City of Delafield for an application for a building permit. In addition, basic site features such as fences, decks, garden contributing significantly to total environmental effect within STEEPLE POINTE are subject to the prior written approval of Developer.

14. At the time of purchase of the lot buyer shall purchase from the developer a mailbox along with lamppost with light carriage. Any future replacements must be made with an identical mailbox stand and standard black mailbox. At the time of construction of residence, the owner shall install, at the location designated by the developer, the outdoor electric lamp post with an unswitched photo-electric control. The lamppost shall be maintained by the Owner in a proper operating manner. If the lamppost is not so maintained, maintenance shall be an assessment against the Owner, payable within 10 days after date of the assessment.

15. There shall be no outbuildings unless given written approval by the Developer or approved on the landscape plan by the Architectural Control Committee.

16. Proper landscaping, including landscaping of Entrance, is a mutual benefit of present and future Owners, Landscaping, of these areas shall be properly maintained at all times by the Owners or by the Association.

17. The Plat establishes Preservation requirements, site/landscape easements throughout STEEPLE POINTE. Such easements are identified on the Plat which must be maintained. Furthermore, there are many lot line drainage easement areas which shall be maintained clean, clear, and free of any obstructions or barriers of any kind. Landscaping within these areas shall consist of ground cover to inhibit erosion. Any obstructions may be removed by any public utility or by the City. Should it become necessary for the City to maintain the easements, the City may assess a special charge as described in Paragraph A 19. below.

18. Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorney's fees, incurred by Developer or the Association in enforcing the restrictions contained in this Declaration. The foregoing shall be in addition to any other rights or remedies which may be available to Developer.

19. In the event the City determines that Association landscaping is not being maintained in accordance with this Declaration and that the public interest requires compliance, the City may ensure compliance in the manner described below by taking action and levying charges against the Association (with respect to compliance with Paragraphs A 16 and A 17, where applicable) or the Owner (with respect to compliance with Paragraphs A 16 and A 17, where applicable).

Should the City determine that deficiencies under these exist and that public interest requires compliance, the City shall give written notice of the deficiencies to the Association (as to A 16 and A 17, where applicable) or the Owner (as to A 14, A 16, and A 17, where applicable). The association or the Owner

shall have the time specified in the notice to rectify deficiencies and if the deficiencies are not rectified within the time period, the City shall have the right to enter upon such property using its own employees and equipment or contracting with others for such work to rectify the conditions. The cost of such work or services shall be billed to the Association (as to A 16 and A 17, where applicable) or to the Owner (as to A 14, A 16, and A 17, where applicable). The City shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax roll as an unpaid special charge in accordance with §66.60(16) of the Wisconsin Statutes against all Owners (as to A 16 and A 17, where applicable) or against the responsible Owner (as to A 14, A 16 and A 17, where applicable). The owners do hereby consent to the levying of such special charges and hereby waive any and all notices and hearings which might otherwise be required by state statutes for the levying of special charges.

B. OWNERS ASSOCIATION

1. A Corporation to act as an association (herein referred to as the "Association") consisting of 33 owners of land in STEEPLE POINTE Subdivision, (herein referred to individually as "Owner" and collectively as "Owners"), to be created by developer for purposes of managing and controlling subdivision Common Areas and performing other duties for the common benefit of the Owners. The Association shall be known as "STEEPLE POINTE Homeowners Association, Inc." Each Owner hereby grants Developer a power of attorney to prepare and file Article of Incorporation, prepare By-Laws consistent with this Declaration and adopt corporate resolutions relating to the formation of the corporate entity which comprises the Association.
2. The term "Common Area" shall include the landscape entrance plus areas which may be in accordance with Section C. (a) The area of easements granted to the Association by Developer for purposes of installing entryway monuments, fencing, and landscaping.
3. The Association shall be governed by a three member board of directors, hereinafter referred to as the "Committee," which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Sean O'Conner, Patrick J. Lucey and David M. Lucey.
4. To qualify as a member of the Committee, a person must be either as Owner or a duty designated officer or representative of an Owner.
5. So long as five percent (5%) or more of lots in STEEPLE POINTE (initially being the 33 lots contained within the Steeple Pointe Final Plat) are owned by Developer, all three members of the Committee shall be appointed by the Developer. If less than five percent (5%) of the lots are owned by the Developer, all of the members of the Committee shall be elected as provided herein.
6. Each owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners shall have one vote for each lot owned a total of 33 votes.
7. The term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until December 31, 1999. Thereafter, the term of office of members of the Committee shall be for two calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election, or (appointment by Developer, if applicable, pursuant to the terms of Paragraph B 5, above).
8. All meetings of the Committee, except the Architectural Control Committee review of the house plans and landscape plans, shall be open to Owners and held upon not less than three days prior written notice to all of the Owners. Two members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.
9. The Committee shall have the following duties: (a) To provide for the maintenance of improvements in the Common Area; (b) To establish dates and procedures for the election of the members of the Committee; (c) To promulgate operating procedures for the conduct of the Association and Committee's affairs; and (d) To enforce the provisions of this Section B.

10. The Committee shall have the following powers:

- (a) To take such action as may be necessary to cause the Common Area to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition; (b) To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder; and (c) To levy and collect assessments in accordance with the provisions of Paragraph B 11, below.

11. The Committee shall levy and collect assessments in accordance with the following:

- (a) The Owner of each lot shall be subject to a general annual charge or assessment equal to his pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations. The pro rata share of an Owner of a lot shall be fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including added future stages) at the time of the assessment. Said costs shall include, but not limited to: taxes, insurance, repair, replacement and additions to the improvement made to the Common Area, equipment, material, lot labor, management and supervision thereof, and all costs for the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section B.
- (b) Assessments shall be approved at a duly convened meeting of the Committee.
- (c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner.
- (d) Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice.
- (e) Assessments not paid when due shall bear interest at the rate of twelve (12%) per annum from the date due until paid, such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made.
- (f) The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon a payment or satisfaction of the amount due record a document releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.
- (g) Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is duly elected or appointed member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement and all outstanding assessments for other amounts due to the Association.
- (h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of to the performance of their duties hereunder.

13. Failure of the Association or the Committees to enforce any provisions contained in this Section B, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

14. If the committee shall fail to discharge its duties under this Section B within 60 days of written demand by the City, the City may discharge the duties of the Committee. The costs of the City incurred in connection therewith shall be charged to the Owners of the City by adding to each Owner's real estate tax statement a charge equal to such Owner's pro rata share (the same as such Owner's share of annual assessments as provided in subparagraph B 11 (a), above) of such costs.

C. Amendment Provisions

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amendment at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least seventy percent (70%) of the votes in the Association; provided, however, that any such action must also be executed as required by law so as to entitle it to be

recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

D. Term and Binding Effect

This Declaration and any amendments shall be in force for a term of 30 years from the date the Declaration is recorded. Upon the expiration date of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of 10 years, unless prior to the end of the then current term Notice of Termination is executed by the Owners of at least ninety percent (90%) of all lots and their mortgages and is recorded in the Office of the Register Deeds of Waukesha County. This Declaration shall be binding upon all Owners and any other person claiming under through Developer.

In witness thereof, the undersigned executed this Declaration of Restriction this 29th day of September 1998.

BY WESTAIRE, INC.

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