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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TAMARACK RIDGE

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This Declaration of Covenants and Restrictions (the "Declaration") is made this _____ day of _____, 1993, by CLARENCE H. DITTMAR (hereinafter called "DEVELOPER").

RECITATIONS

WHEREAS, DEVELOPER owns all those lands located in the Village of Menomonee Falls, Waukesha County, Wisconsin, described in Exhibit "A" attached hereto (the "Land");

WHEREAS, TAMARACK RIDGE is a residential subdivision located within the Land which will be developed in two (2) phases, the first phase (hereinafter "Phase One") consisting of thirty-one (31) presently platted lots and such other portions of the Land as are described on Exhibit "B" attached hereto, and the second phase (hereinafter "Phase Two") which will consist of approximately twenty-six (26) lots, and such other portions of the Land as are described on Exhibit "C" attached hereto;

WHEREAS, DEVELOPER desires to subject Phase One of TAMARACK RIDGE (except dedicated streets and utilities), to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of TAMARACK RIDGE as a whole and for the benefit of each Lot Owner; and

WHEREAS, DEVELOPER anticipates that Phase Two shall in a like manner become subject to this Declaration if and when the final subdivision plat for Phase Two is approved and recorded, and an amendment to this Declaration is placed of record for such purposes.

DECLARATION

NOW, THEREFORE, DEVELOPER hereby declares that the real estate described on the attached Exhibit B (except for dedicated streets and utilities), shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

DEFINITIONS, PURPOSE AND USE RESTRICTIONS1.01 DEFINITIONS

(a) "Association" shall mean the TAMARACK RIDGE HOMEOWNERS ASSOCIATION, an unincorporated association, created under this Declaration.

(b) "Architectural Control Committee," the "Committee," or "ACC" shall mean the persons elected in accordance with Section 2.05 of this Declaration who shall serve as members of the Architectural Control Committee.

(c) "Common Area" or "Common Areas" shall mean any area within TAMARACK RIDGE which is conveyed by Developer to the Association, and which is not a lot or a dedicated street or other dedicated area for which the Village has assumed responsibility for maintenance. This includes, but is not limited to, Outlots

Developer by operation of law. The Successor-Developer shall not be interpreted to mean any agent referenced under Section 1.01(e).

(o) "Environmental Corridor" shall mean that portion of the Land so designated by the Southeastern Wisconsin Regional Planning Commission, as well as any other lands which are designated as wetlands, floodplain or conservancy areas pursuant to applicable federal, state and local laws and regulations.

1.02 GENERAL PURPOSE

The general purpose of this Declaration is to help assure that TAMARACK RIDGE will become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of certain open spaces and Common Areas within TAMARACK RIDGE; to help assure the best use and most appropriate development and improvement of each Lot; to protect owners of lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed or proportioned structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures and color schemes; to insure a residential development of TAMARACK RIDGE consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the Lots; to prevent installation of improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; and to ensure a proper and consistent set-back of structures and buildings for aesthetic appearances.

1.03 SINGLE FAMILY USE: GENERAL RESTRICTIONS:

(a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation.

(b) Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests without the prior approval of the Developer or the Committee.

(c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Association may perform yard maintenance and charge the costs thereof to the Lot Owner and levy a Special Assessment against the Lot with respect thereto.

(d) Portions of specific Lots are subject to wetland, conservancy or Environmental Corridor restrictions.

(e) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any

activity be permitted or engaged in which constitutes a public or private nuisance.

1.04 USE AND MAINTENANCE OF COMMON AREAS

(a) All Common Areas shall be used for their intended purposes (e.g., open spaces, storm drainage, etc.) for the common benefit of TAMARACK RIDGE. The manner of use shall be preserved and regulated by the Association and their function and intended purpose shall not be modified except by majority vote of all members of the Association.

(b) Any signs, monuments, drainage facilities, boulevards, structures or entranceway landscaping constructed or installed by Developer or the Association within the Common Areas for the general benefit of TAMARACK RIDGE residents shall be properly maintained by the Association. The Association shall also maintain all other Common Areas so as to be neat and attractive in appearance.

(c) Each Lot Owner shall be responsible for an annual assessment related to the maintenance and upkeep of Common Areas and may be subject to additional assessments determined to be necessary, all as set forth under Section 3.9 of this Declaration. Each Lot Owner shall be responsible for such assessments on an equal basis, calculated as the percentage equivalent of a fraction, the numerator of which is one (1) and the denominator of which is the number of Lots subject to this Declaration as of the first day of the time period for which the assessment has been levied.

1.05 RESTRICTIONS ON USE OF RECREATIONAL VEHICLES

Recreational vehicles (which shall include snowmobiles, boats or other watercraft, trail bikes, travel trailers, motor homes and dune buggies and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on any Common Area or undeveloped area of TAMARACK RIDGE nor shall any such recreational vehicle be parked, kept or stored on any Lot outside an enclosed garage without the prior approval of the Committee (which may be withheld on the basis of aesthetics if for no other reason). Such recreational vehicles shall also not be used or operated on any Lot or otherwise within TAMARACK RIDGE, except on dedicated streets in accordance with applicable traffic laws.

1.06 ANIMALS AND PETS

No livestock, poultry or other animal shall be raised, bred or kept on any Lot, except that household pets may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner, or which may be contrary to applicable law. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large.

1.07 GARBAGE AND REFUSE

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage in

sanitary covered containers suitably screened from view from streets and adjoining Lot. There shall be no burning or burial of any garbage, trash, or debris at any time other than or burning of leaves and light brush if approved by the Committee, and conducted in compliance with all applicable laws and ordinances.

1.08 ENVIRONMENTAL CORRIDOR

No removal of trees, altering of natural terrain and conditions or construction of improvements shall occur within the Environmental Corridor. All other activities therein shall be in compliance with all applicable laws and ordinances. The provisions of this Section 1.08 shall not apply to developer, or his agents, contractors or employees with respect to the development and construction of TAMARACK RIDGE.

1.09 EASEMENT AND RESTRICTIONS ON LOTS 28 AND 29.

Developer hereby reserves, establishes and imposes, for the benefit of itself and all Lots within Phase One, a perpetual, non-exclusive right, privilege and easement over, through and across those portions of Lots 28 and 29 of Phase One which are located within the "storm water detention easement," as shown on Exhibit B (the "Easement Area"), for purposes of the construction, maintenance and operation of a storm water detention facility. The Developer, and his agents, employees, contractors, successors and assigns shall have the right at any time, and from time to time, enter upon the Easement Area to ensure the construction, maintenance and operation thereof for the purposes intended. Following the completion of construction of the detention facility and related improvements within the Easement Area, and notwithstanding anything in this Declaration to the contrary, (i) there shall be prohibited within any portion of the Easement Area, the removal of any trees or other vegetation, the alteration of topography or grade elevations, or the construction or installation of any structures or improvements; and (ii) any portion of the Easement Area located within a Lot shall be maintained by the Owner thereof, at such Lot Owner's expense, including without limitation, clipping or pruning the grass or other vegetation and otherwise keeping said area in a clean and sightly condition.

CONSTRUCTION OF IMPROVEMENTS

2.01 MINIMUM LIVING AREA AND HEIGHT REQUIREMENTS: GARAGES

(a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios and storage areas):

1. of not less than 1,800 square feet for a one story home;
2. of not less than 1,500 square feet on the first floor with a total of 2,200 square feet for a one and one-half story home;
3. of not less than 2,200 square feet for a two story home;
4. of not less than 2,200 square feet on the two upper levels for a split level home.

(b) Each Home shall have a basement with a finished floor area (exclusive of any crawl space) of not less than 60% of the area of the first floor.

(c) No Home shall exceed three stories (excluding the basement) or 40 feet in height above finished grade, whichever is less.

(d) The roofs shall be pitched to rise at least eight (8) inches vertically for each twelve (12) horizontal inches.

(e) An attached enclosed garage (for at least two and not more than four cars) shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home.

2.02 SUITABILITY

(a) Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot or the Common Areas. Developer recommends that prospective buyers have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern.

(b) Developer suggests, but does not require, that buyers utilize a properly licensed architect in any construction.

2.03 LOCATION AND SET-BACK

(a) All structures or improvements (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located in conformance with applicable zoning and building codes. Each corner Lot shall be determined by the Committee to have one rear line, one side Lot line, one front Lot line and a side street based on the proposed orientation of the Home and other improvements.

(b) Approval by the Plan Commission or Building Inspector of the Village with respect to set-backs or other matters shall not be binding on the Developer or the Committee in any respect.

(c) Notwithstanding the set-back requirement specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the Lot, must be approved in writing by the Committee prior to any construction, it being intended that the Committee may, in its discretion, impose greater set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for TAMARACK RIDGE or any portions thereof which the Developer or the Committee deems advisable.

(d) The Committee in its sole and absolute discretion may permit improvements (other than the Home, garage and any other improvements expressly permitted herein) to be constructed, installed and located within the set-back areas described above; provided, such permission must be in writing to be effective and can only be granted after notice to all adjoining and adjacent Lot owners advising them of the proposed improvement and affording them an opportunity to be heard with respect to the proposed improvement.

(e) Each Lot Owner acknowledges and agrees that notwithstanding the reviews and approvals made or required under this Declaration, each Lot Owner has the responsibility for selecting and hiring its own architect or other design professional, construction contractor, subcontractors, material suppliers, inspection professionals and parties associated with the design and construction of the applicable Home, and the Developer and all members of the Committee and the Board shall have no responsibility whatsoever for such parties or for the quality or suitability of any design, materials, workmanship or foundation location, it being understood that the function of the Developer and members of the Board and Committee pursuant to the reviews and approvals required hereunder is solely to attempt to ensure compliance with the covenants and restrictions in this Declaration and the intent thereof, and that no Lot Owner shall be entitled to rely upon any such reviews or approvals other than as expressly provided under Section 2.05(d).

2.04 ARCHITECTURAL STYLES AND BUILDING MATERIALS

Traditional architectural styles of the seventeenth, eighteenth, and nineteenth centuries are encouraged. These could include Tudor, Salt Box, Cape Code, Georgian, Greek Revival, or any of the Victorians. It is expected that the design of each house be consistent and unified and that building materials appropriate for that design be used. All homes should reflect the aesthetics and spirit of the traditions they seek to exemplify.

All exterior building materials shall be natural materials, excluding shutters, windows, and roofing. Minimum roof pitch as stated in 2.01(d) shall be required. Placement of garage doors on side elevation of Homes is encouraged. Primary exterior materials shall be consistent on all elevations and all fireplace chimneys shall be enclosed in a suitable housing compatible with the building materials of the Home.

2.05 ARCHITECTURAL CONTROL.

(a) The Developer shall appoint an Architectural Control Committee consisting of three (3) members (the "Committee"). In the event of the death or resignation of any member or members of the Committee, the remaining members or member shall have full authority to appoint, by majority vote, a successor member or members to serve on the Committee, and, pending such appointment, to approve or disapprove any building plans as provided below. If any member or members of the Committee fail to appoint such successor member or members, the Developer shall appoint as many members as are needed, up to three members, to the Committee. All members of the Committee shall be appointed by the Developer until such time as Developer is no longer the owner of any Lot. Thereafter, members of the Committee shall be appointed by the Board.

(b) No Home, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without: (1) prior submission of detailed plans and specifications to the Committee for its review; and (2) acquisition of prior written approval by the Committee with respect thereto. Plans to be considered appropriate for review by the Committee must include the following (unless the Committee advises a Lot Owner in writing to the contrary): construction plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Home, garage or

addition or change to either) showing dimensions, composition and color of all exterior materials and equipment, actual samples of roof, siding, brick or stone, and paint and stain colors; a landscaping plan and a plot plan showing the location of the improvement with respect to set-backs from Lot lines and other buildings and improvements, drives, existing plantings and other data pertinent to such review by the Committee as it may reasonably request. The Committee may deny or withhold approval of any proposed improvement based upon any one or more of the following factors: in the Committee's sole judgment, any one or more of the general purposes specified in Section 1.02 will not be satisfied; material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings; set-backs; finished grade elevations; access; drainage or landscaping; and general aesthetics. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE COMMITTEE SHALL BE REQUIRED TO REMOVE SUCH IMPROVEMENT (OR RESTORE SUCH ALTERATION) IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE. Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a Home, garage or other improvement may not be changed in any significant respect without the prior written approval of the Committee. See Section 2.06(c).

(c) Upon approval by the Committee of the plans for the proposed improvement and upon receipt of any necessary Village and other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be constructed in conformance with the approved plans and shall be completed as to all exterior items within twelve (12) months following either acquisition of Committee approval or issuance of any required building permit by the Village, whichever is later. The Committee may, in its discretion, extend such completion deadline up to an additional six (6) months in the event the delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors. For its own benefit to ensure compliance, the Committee may, at its discretion, require performance bonds from the contractors responsible for construction of the improvements.

(d) In the event the Committee fails to act upon proposed plans within 30 days following written acknowledgment by the Committee that it has received such plans and that they are adequate for purposes of its review, or, in the event said acknowledgment has not been issued and no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one (1) year following final completion thereof, then no right shall exist to thereafter enforce these restrictions insofar as approval by the Committee is required as to such particular matter.

(e) Any approval or permission of the Committee under this Section, to be binding or effective, MUST BE IN WRITING signed by an authorized representative. No oral statements, representations or approvals of the Committee or any of its members or agents shall be binding on the Developer or Committee under any circumstances, regardless of any reliance thereon by any Lot Owner.

(f) Within 90 days following construction or installation of any improvement, the Lot Owner shall furnish an as-built certified survey showing the location of the improvement, if requested by the Developer or Committee.

2.06

LANDSCAPING AND DRAINAGE

(a) Landscaping plans must be submitted for approval in conjunction with building plans. The plan must include shrubbery and two (2) trees of a minimum 2" diameter at a height of 4 feet above the ground surface, to be located in the front yard.

(b) Landscaping shall be performed in accordance with the plan approved by the Committee and shall be completed within twelve (12) months following the issuance of the occupancy permit for the Home.

(c) TO AVOID IMPROPER SURFACE WATER DRAINAGE ONTO ADJOINING LOTS, THE LANDSCAPING PLAN SHALL PROVIDE FOR ADEQUATE DRAINAGE OF STORM AND SURFACE WATER TOWARD ADJOINING STREETS OR DESIGNATED DRAINAGE FACILITIES, AND AWAY FROM ADJOINING LOTS AND SHALL BE IN CONFORMANCE WITH AREA WIDE DRAINAGE AND GRADING PLANS PREPARED BY OR ON BEHALF OF THE DEVELOPER AND APPROVED BY THE VILLAGE OF MENOMONEE FALLS. SAID DRAINAGE SPECIFICATIONS SHALL NOT BE ALTERED BY ANY GRADING OR LANDSCAPING WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMITTEE, THE DEVELOPER AND THE VILLAGE OF MENOMONEE FALLS. MASTER GRADING PLAN IS ON FILE WITH THE VILLAGE OF MENOMONEE FALLS.

(d) No fence or wall shall be installed unless in accordance with landscaping or other plans approved in advance by the Committee under Section 2.05. No swimming pools shall be installed above surface grade.

(e) Except as may be otherwise expressly provided herein, all exterior portions of a Lot not occupied by an improvement or landscaping approved under this Declaration, shall be maintained as clipped lawns.

(f) No tree within any Lot which has a diameter of four (4) inches or more at a height of four (4) feet above the ground surface, and which is located more than ten (10) feet from the foundation of the Home or garage, shall be cut down, removed, relocated or damaged without the prior written approval of the Committee. The construction or installation of any improvements within a Lot shall be undertaken in conformance with any precautions reasonably required by the Committee for the health and preservation of existing trees.

2.07

DRIVEWAY

Each lot shall be improved by the Lot Owner with an asphalt or concrete driveway, or a driveway of another approved hard surface such as interlocking paver bricks. The driveway shall extend from the street to the garage and be completed within twelve (12) months following issuance of an occupancy permit for the Home. A plot plan showing the location of the drive shall be submitted to the Committee for its prior approval under Section 2.05 above.

2.08

CONSTRUCTION MATERIALS - STORAGE

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

2.09 WATER SUPPLY

Each Home shall be connected to the Village municipal water supply system or public utility and no individual wells shall be used or permitted except for wells existing prior to the recording of this Declaration.

2.10 SEWERAGE DISPOSAL

Each Home shall be connected with the Village municipal sewer system and no septic tank or other individual sewerage system shall be used or permitted.

2.11 WIRES, ANTENNA, AND SOLAR PANELS

(a) All utility lines, laterals, conduits and wiring for gas, electric, telephone, cable television and other utilities or services to a Home, garage or other improvement shall be installed underground, unless otherwise permitted by the Developer or Committee prior to installation.

(b) No roof-top, tower-mounted or other external antenna or satellite dish for television or radio reception or transmission, or for other electronic transmission or reception or solar heating panels shall be erected or used without the prior written approval of the Developer or Committee.

2.12 SIGNS AND MAILBOXES AND LAMP POSTS

(a) No sign or banner of any kind shall be placed or displayed to the public view on any Lot, except one (1) sign of not more than six square feet advertising the Property for sale.

(b) Permanent mail/newspaper units and lamp posts must be purchased from Developer at the time of closing of the Lot. The combined cost of the units shall not exceed cost to the Developer and will be charged to the buyer on the settlement statement at closing. Newspaper boxes other than those attached to the mailbox unit are prohibited, except for temporary use. The Developer will install mail/newspaper units in multiple clusters and locations as directed by the U.S. Postal Service. The Lot Owner shall install an electric lamp post of a design determined by Developer in the area where the front lot line abuts the public right of way before occupancy. The Lot Owner shall at all times keep the photoelectric cell within the lamppost in good working order such that the fixture is illuminated during all periods of darkness. The Lot Owner may be required, at its expense, to provide an individual temporary mailbox at a common location as directed by the U.S. Postal Service prior to installation of permanent mail/newspaper units.

THE ASSOCIATION

3.01 CREATION

(a) The Developer hereby creates and establishes a non-profit unincorporated homeowner's association to be known as "TAMARACK RIDGE

HOMEOWNER'S ASSOCIATION," with all rights, powers, privileges and obligations as provided in this Declaration (the "Association").

(b) The Association shall exist during the term(s) of this Declaration and shall automatically terminate upon termination of this Declaration. The affairs of the Association shall be governed by the Board of Directors of the Association (the "Board"), as set forth under Section 3.02, below.

3.02 MEMBERSHIP

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

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

(c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

3.03 VOTING

(a) The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any co-Owner.

Fractional votes will not be allowed; and if co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any co-Owner of a Lot or the proxy of any such co-Owner as duly authorized to vote for all co-Owners of that Lot.

(b) A quorum for voting purposes shall consist of fifty percent (50%) or more of the votes entitled to be cast.

(c) There shall be no cumulative voting for election of officers or on any other matters. All decisions and actions of the Association for which a vote is required, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

(d) A Lot Owner shall not be entitled to vote on a matter if any General or Special Assessment against the Lot is then delinquent.

(e) Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

3.04 MEMBERSHIP LIST: NOTICES

(a) The Association shall maintain a current Membership List. Each Lot Owner shall be responsible for furnishing the information necessary for the Association to maintain such Membership List.

(b) All notices required to be given to a Lot Owner shall be deemed to have been duly given: at the time of personal delivery to the Lot Owner or the Home of the Lot Owner; or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the Lot Owner's mailing address shown in the Membership List. Notice to one co-Owner of a Lot shall be deemed effective notice to all other co-Owners of such Lot.

3.05 ASSOCIATION MEETINGS

(a) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than four (4) nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

(b) The annual meeting of the Association shall be held in June of each year for the purpose of electing members of the Board (subject to Section 3.08) and transacting any other business authorized to be transacted by the Association. The Board shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 3.05(a).

(c) Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Owners with one-fourth (1/4) or more of all votes entitled to be cast.

(d) A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing fifty percent (50%) or more of all votes entitled to be cast.

(e) The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.

(f) If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.06 POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

(a) Without limitation, the Association shall have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration:

1. to levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners;
2. to enforce this Declaration;
3. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessment and to acquire real estate as additional Common Area;
4. to enter and execute contracts, deeds, mortgages, and documents on behalf of the Association which relate to any Common Area or improvements therefor;
5. to incur indebtedness on behalf of the Association (but only for the purposes of and as may be reasonably necessary for, carrying out its duties and obligations hereunder) and to execute drafts and other negotiable instruments;
6. to employ the services of any person, firm, or corporation to maintain the Common Areas or to construct, install, repair or rebuild improvements thereon;
7. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
8. to commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;
9. to adopt Rules and Regulations for the management operation, use and enjoyment of the Common Areas, including fines or penalties which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations;
10. to maintain the Common Areas for their respective intended purposes; and
11. to exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners.

(b) The President, together with one other officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise of any powers or obligations of the Association or of the Board under this Declaration.

3.07 OFFICERS

- (a) The Officers of the Association shall be:

(1) a President, who shall: be the chief executive officer of the Association and a member of the Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the Office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Board.

(2) a Secretary, who shall: keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and approvals on behalf of the Board and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

(3) a Treasurer, who shall: be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

(4) one or more Vice-Presidents (not to exceed four at any one time), the number of which shall be determined by resolution of the Board; however, it is not required that the Association have one or more Vice-Presidents. A Vice-President, in addition to serving on the Board, shall have such other powers, duties and restrictions as may be prescribed from time to time by resolution of the Board.

(b) All officers shall be appointed annually by the Board if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two or more offices at any one time, except that officers appointed by Developer may hold any number of offices. Board members may also be appointed as officers.

3.08

MANAGEMENT OF ASSOCIATION BY THE BOARD

(a) The Association and its business, activities and affairs shall be managed by the Board. The Board shall exercise and perform, in addition to the powers, duties and obligations specified in this Declaration for the Board, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter). So long as fifty percent (50%) or more of the Lots are owned by Developer, all three members of the Board shall be appointed by Developer. So long as twenty percent (20%) or more but less than fifty percent (50%) of the Lots are owned by Developer, two members of the Board shall be appointed by Developer and one member shall be elected as provided herein. So long as five percent (5%) or more but less than twenty percent (20%) of the Lots are owned by Developer, one member of the Board shall be appointed by Developer and two members shall be elected as provided herein. If less than five percent (5%) of the Lots are owned by Developer,

all of the members of the Board shall be elected as provided herein. Board members shall serve for a term of one (1) year.

(b) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter.

(c) No person shall receive any payment for services rendered as a member of the Board or the Committee or as an officer of the Association or as a member of any committee unless specifically authorized by prior resolution of the Association. The Committee may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of his/her duties.

(d) No member of any board or committee or officer of the Association shall be liable to any Lot Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such board or committee member or officer, provide such person acted in good faith, without willful or intentional misconduct.

(e) All decisions of the Committee or the Board on any matter (including, without limitation, decisions under Section 2.05) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Committee or the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

3.09 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Lot Owners and their Lots.

(b) "Special Assessments" may be made and levied by the Board against a particular Lot Owner and his/her or their Lot (without levying against other Lots) for:

- (1) costs and expenses (anticipated or incurred) for repair of damage to Common Areas caused by or at the direction of the Lot Owner, the family or guests of the Lot Owner, or any other party for whom a Lot Owner is responsible;
- (2) costs, expenses and actual attorney's fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against the Lot Owner;
- (3) interest due on General or Special Assessments; and
- (4) all other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration.

(c) "General Assessments" may be made and levied by the Board equally against each Lot Owner and his/her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

- (1) maintenance, repairs, upkeep or operation of Common Areas and any additional Common Areas (such as any contiguous real estate) as may be acquired by the Association;
- (2) any insurance maintained by the Association;
- (3) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon the Common Areas or any other property of the Association;
- (4) all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;
- (5) costs and expenses for additional improvements to Common Areas beyond those installed by Developer;
- (6) all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;
- (7) all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;
- (8) costs and expenses of services, if any, made available to all Lots and/or for any Common Areas; and
- (9) all other costs and expenses declared to be common expenses under this Declaration.

The General Assessments for any of the foregoing expenses shall be levied equally against each Lot, pursuant to the provisions of Section 1.04(c).

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

(e) Developer shall be responsible for all assessments levied against any platted Lot prior to a sale of such Lot by Developer. However, Developer shall not be responsible for any General or Special Assessments which may be levied for improvements, capital expenditures, reserves, or replacement funds of any kind. The Board may at any time levy assessments for such purposes against the Lot Owners (other than Developer) and against all Lots, including those owned by Developer, except that such Assessments against

any Lot(s) owned by Developer shall not be due or otherwise collectible until Developer conveys title to such Lot and then only from the Developer's successors in interest, with any lien therefor not being effective until after the date of transfer of title.

(f) The Board shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one of the co-Owners of the Lot. Notwithstanding the foregoing, for time prior to the date at which Developer is no longer entitled to appoint any Board members, the Board shall have the right, but not the obligation, to estimate annual operating expenses, prepare an operating budget and/or deliver copies thereof to individual Lot Owners.

3.10 PAYMENT OF ASSESSMENTS

(a) Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due at such times and in such manner as the Board may determine in its sole and absolute discretion (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

(b) All co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

3.11 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION

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

(b) The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Board shall have the right to record a document with the Register of Deeds of Waukesha County giving notice of a lien for any unpaid assessment. Failure to file any such notice shall not impair the validity of the lien. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board shall

have the right at any time to notify all Lot Owners within TAMARACK RIDGE of the delinquency of any Lot Owner.

3.12 RULES AND REGULATIONS

(a) The Board may from time to time adopt or change rules or regulations (hereafter "Rules or Regulations") governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate the use and function of the Common Areas for their intended purposes. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in TAMARACK RIDGE shall abide by all such Rules and Regulations.

(b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced by the Board in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

3.13 LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION

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

3.14 SERVICE OF PROCESS

Service of process upon the Association for all matters shall be made upon the president of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Waukesha County, Wisconsin.

3.15 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE

(a) The Board shall have the exclusive right to enforce, by proceedings at Law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Board, except that any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Section 2.05(d), to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Board fails to take such appropriate action within 60 days following a written request by such Lot Owner for the Board to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof. Neither the Association nor the Board shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board to take any action requested by such Lot Owner against another Lot Owner.

(b) Each remedy set forth in this Declaration and/or in the Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as provided in Section 2.05(d)) unless a written waiver is obtained from the Board.

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

MISCELLANEOUS

4.01 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS

Developer hereby reserves the right to grant and convey easements to the VILLAGE and/or to any public or private utility company upon, over, through or across those portions of any Lot in TAMARACK RIDGE within twenty (20) feet of any lot line for purposes of allowing the City or utility company to furnish gas, electric, water, sewer, telephone, cable television or other utility service to any Lot(s) or through any portions of TAMARACK RIDGE or for purposes of facilitating drainage of storm or surface water within or through TAMARACK RIDGE. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in TAMARACK RIDGE to persons other than a successor/developer.

4.02 SEVERABILITY

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

4.03 COVENANTS RUN WITH LAND

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

4.04 AMENDMENTS TO DECLARATION

This Declaration may be amended by recording in the Office of the Register of Deeds for Waukesha County, Wisconsin, a document to that effect executed by the Owners of at least 75% of all Lots in TAMARACK RIDGE and their mortgagees, with all signatures duly notarized. Such amendment shall become effective only upon recording. Notwithstanding the foregoing, the Developer shall have the right at any time, and from time to time, regardless of whether Developer then holds title to any Lot, to amend this Declaration to cause all or a part of the lands described on Exhibit C to become subject to this Declaration, and upon the recording of said amendment any residential lots described therein shall become a part of the Lots for all purposes under this Declaration, including without limitation, the calculation of proportionate

responsibility for assessments under Section 1.04 and the Developer's right to appoint members of the Committee or the Board under Sections 2.05(a) and 3.08(a), respectively. Prior to said amendment, and subject to applicable ordinances, Developer shall have the right at any time in his sole and absolute discretion, without notice, to alter the number, size or location of lots, the layout or design of streets, utilities or other improvements, and any other aspect of the design or development of Phase Two. The layout of Phase Two shown within the lands described on Exhibit C is provided for illustrative purposes only.

4.05 TERM OF DECLARATION

This Declaration (and any amendments) shall be binding for a period of 20 years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 20-year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is recorded an instrument, (executed by the Owners of at least 75% of all Lots in TAMARACK RIDGE and their mortgagees) terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial 20-year term, whichever occurs later.

4.06 DISCLAIMER

Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of TAMARACK RIDGE not already platted as of the date of recording this Declaration.

4.07 INTERPRETATION

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not authorized under these Declaration or approved in writing by the Board or the Committee.

4.08 ENFORCEMENT BY VILLAGE

The Village of Menomonee Falls shall have the separate and independent right to enforce the covenants and obligations under Section 1.04 hereof against the Association for purposes of ensuring the proper and continuing use and maintenance of the Common Areas for their intended purposes, including without limitation, the drainage and management of surface waters. The Association shall indemnify, defend and hold harmless any individual Lot Owner from and against any claims or liabilities arising out of governmental action against such Lot Owner with respect to the Association's failure to observe and perform its covenants and obligations hereunder.

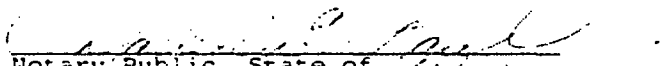
IN WITNESS WHEREOF, this Declaration of Restrictions is executed by the Developer as of the date first written above.

DEVELOPER


Clarence H. Dittmar

STATE OF WISCONSIN)
) SS
COUNTY OF Quincy)

Personally came before me this 2nd day of February, 1993, the above-named Clarence H. Dittmar, to me known to be the President of Dittmar Realty, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.


Notary Public, State of Wisconsin
My Commission: exp. 12-14-93

This instrument was drafted by:

Kevin S. Dittmar
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202-3590

REEL 1664 PAGE 0718

N 89°21'01" E
77.25'

UNPLATTED LANDS. 1332.39'

N 00°04'57" W

N 89°39'17" E
132.00'

S 00°20'43" E
330.00'

G.S.M. NO. 322

G.S.M. NO. 4412

N 89°39'17" E

SITUATED ON PILGRIM ROAD IN THE VILLAGE OF MENOMONEE FALLS,
WAUKESHA COUNTY, WISCONSIN.

THAT PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 15, T 8 N, R 20 E, IN THE VILLAGE OF MENOMONEE FALLS,
WAUKESHA COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID 1/4 SECTION;
THENCE SOUTH 00°03'43" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 660.00 FT. TO THE POINT OF
BEGINNING OF THE LANDS TO BE DESCRIBED;
THENCE CONTINUING SOUTH 00°03'43" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 443.12 FT. TO A POINT;
THENCE NORTH 89°19'22" EAST 183.00 FT. TO A POINT;
THENCE SOUTH 00°03'43" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 226.00 FT. TO A POINT
ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID 1/4 SECTION;
THENCE SOUTH 89°19'22" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID 1/4 SECTION 2470.27 FT. TO
A POINT ON THE WEST LINE OF SAID 1/4 SECTION;
THENCE NORTH 00°01'57" WEST 1332.59 FT. TO THE NORTHWEST CORNER OF SAID 1/4 SECTION;
THENCE NORTH 89°21'01" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION 77.25 FT. TO A POINT;
THENCE SOUTH 00°20'43" EAST 316.30 FT. TO A POINT;
THENCE NORTH 89°39'17" EAST 133.00 FT. TO A POINT;
THENCE SOUTH 00°20'43" EAST 330.00 FT. TO A POINT;
THENCE NORTH 89°39'17" EAST 2441.18 FT. TO THE POINT OF BEGINNING.
SUBJECT TO THE RIGHTS OF THE PUBLIC ACROSS THE EAST 50.00 FT. FOR STREET PURPOSES.

CLARENCE DITTMAR

SURVEY NO. 153853-SA

2441.18'

UNPLATTED LANDS

TAMARACK RIDGE
ADDITION NO. 1

TAMARACK RIDGE

S 89°19'22" W

CONTINENTAL DRIVE ESTATES

2470.27'

UNPLATTED LANDS

183.00'
N 89°19'22" E
S 00°03'43" E
226.00'

PILGRIM ROAD

STONEWOOD DRIVE

TOTAL SITE AREA = 42.05 Ac.

SCALE 1" = 300'



national survey & engineering

4125 north 124th street • brookfield, wisconsin, 53008-0444
phone 414/781-1000 • fax 414/781-8466

EXHIBIT A
TAMARACK RIDGE
AND
(FUTURE) TAMARACK RIDGE
ADDITION NO. 1

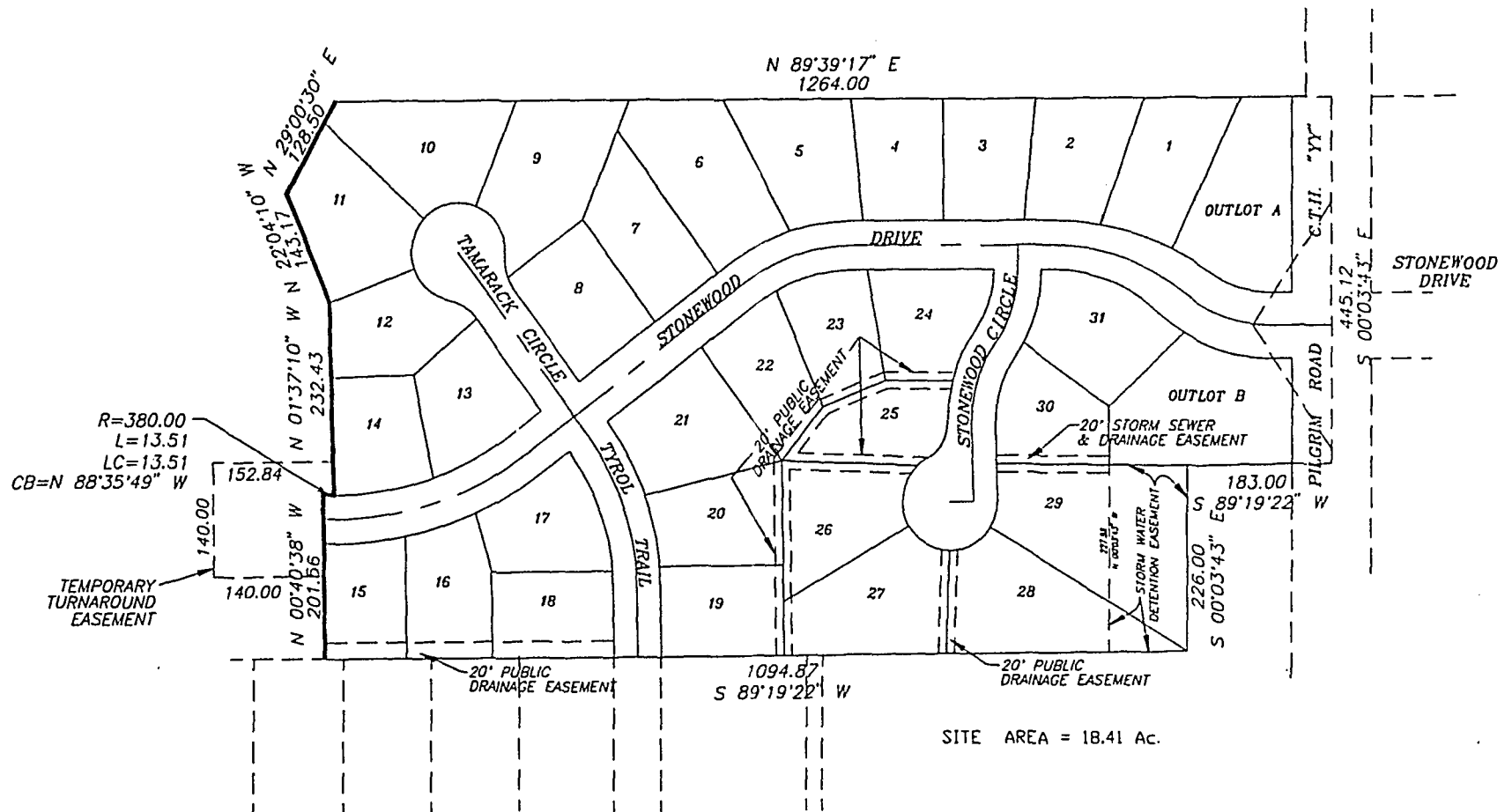
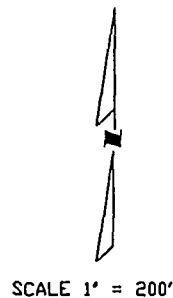


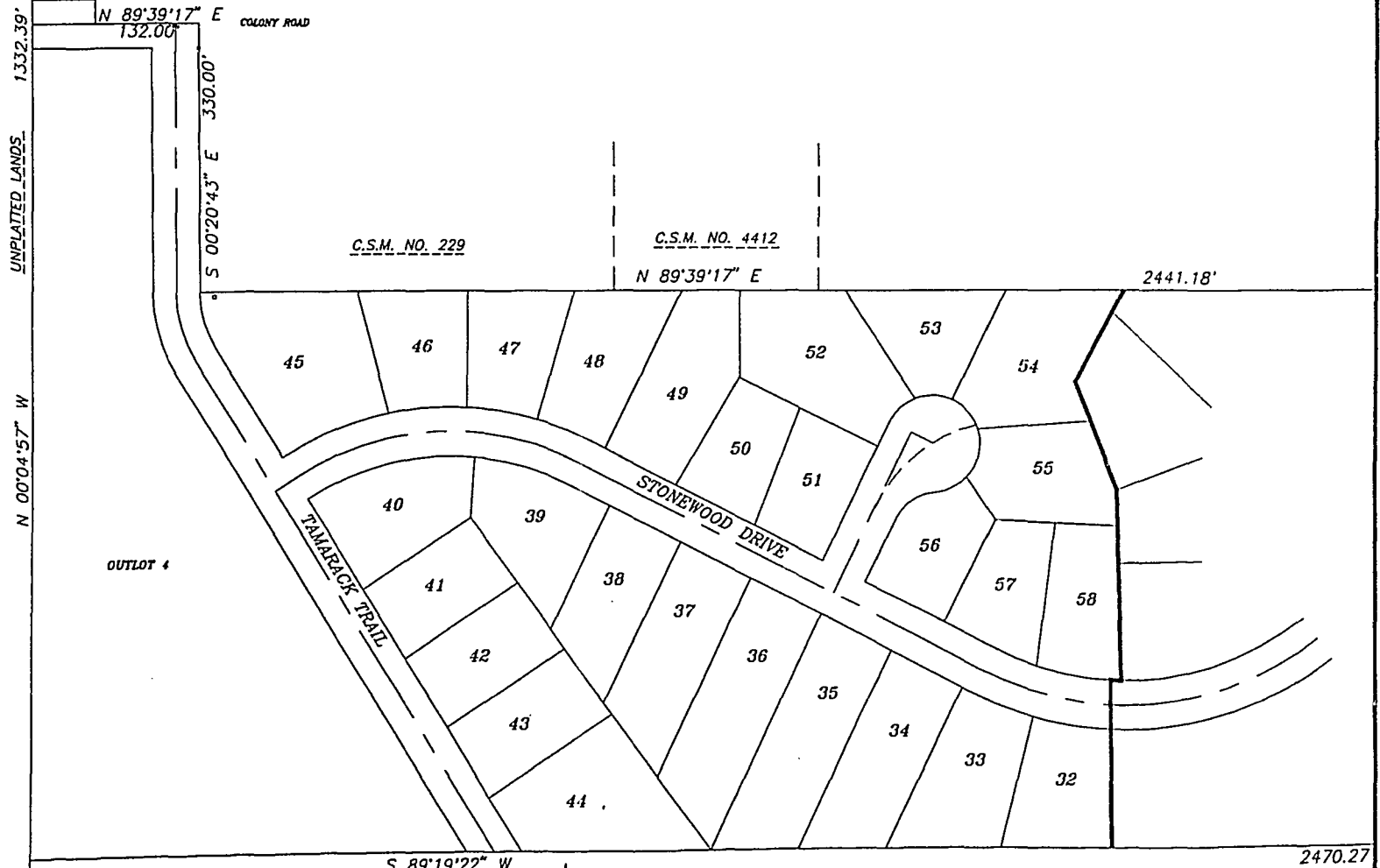
EXHIBIT B
TAMARACK RIDGE



national survey & engineering

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phone 414/781-1000 • fax 414/781-8466

REEL 1664-120720



OUTLOT 4

SITE AREA = 23.64 Ac.

NOTE: LOT AND ROAD LOCATIONS
ARE SUBJECT TO CHANGE

SCALE 1" = 200'

CONTINENTAL DIVIDE ESTATES



EXHIBIT C
(FUTURE) TAMARACK RIDGE
ADDITION NO. 1

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