

DOCUMENT NO.

**DECLARATION OF RESTRICTIONS
OF
TIMBER STONE**

Timber Stone, a subdivision, located in the Town of Richfield, Washington County, Wisconsin, more particularly described as:

All that part of Section 22 Town 9 North Range 19 East as further described in Final Plat of Survey, dated February 16, 2007 and recorded in Document 1152276, Map Cabinet J906B, Volume 48, Page 10, Washington County, Wisconsin, excluding Lot 36.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Mark Filmanowicz
N3 W23650 Badinger Road
Waukesha, WI 53188

Parcel Identification Number

DECLARATION OF RESTRICTIONS
OF
TIMBER STONE

Timber Stone of Richfield, Inc. is a Wisconsin Corporation, located at N3 W23650 Badinger Road, Waukesha, Wisconsin 53188 (herein referred to as the "Declarant," which term shall also include any duly authorized agent of Declarant or Declarant's assignee.) Declarant is the owner of certain real estate located in the Town of Richfield, Washington County, Wisconsin, as more particularly described on the cover page of this Declaration, and hereafter referred to as "Timber Stone." Declarant desires to develop Timber Stone as a residential development intended for single-family dwellings. As provided in this Declaration of Restrictions for Timber Stone ("Declaration" or these "Restrictions"), Declarant desires and intends to establish a general plan for the use, occupancy and enjoyment of Timber Stone, and, therefore, does hereby declare for the mutual benefit of present and future owners of lots in Timber Stone (the "Owners") that Timber Stone shall be and hereby is subject to the following restrictions, declarations and covenants.

ARTICLE A
BUILDING AND USE RESTRICTIONS.

1. Single-Family Dwelling. All lots in Timber Stone are hereby restricted to allow for the erection of only one (1) single family residence (hereafter referred to as a "Single-Family Dwelling"), which shall be limited to one-story, two-story, one and one-half-story and tri-level houses. Each Single-Family Dwelling shall have an attached garage which shall be of sufficient size to accommodate a minimum of three cars.

2. Architectural Approval. Declarant shall have the power to regulate the appearance, design and general aesthetics of Timber Stone through architectural approval until Declarant turns over control of the Homeowners Association to its Members, at which time the Board of Directors of the Homeowners Association shall appoint an Architectural Control Committee to perform Declarant's duties pursuant to this ARTICLE A.

(a) All building plans for any Single-Family Dwelling or other permitted improvements, including, but not limited to, the exterior design and color of each Single-Family Dwelling to be constructed, driveway and septic / mound system location, and all yard grades and stake out surveys showing erosion control measures shall be submitted to Declarant. Declarant must approve the same in writing before an Owner (or its agents or contractors) may submit an application for a building permit.

(b) Basic site features such as the landscaping plans, decorative fences, in-ground swimming pools, decks, additions, out-buildings, storage buildings or other similar structures, and other temporary or permanent structures or elements contributing to the total environmental and aesthetic effect of Timber Stone are subject to the prior written approval of Declarant. All of the aforementioned structures shall be consistent, in theme, with the materials and colors of the Single-Family Dwelling located on the lot. Construction of any of the aforementioned structures must be completed in full accordance with approved plans within 6 months from date construction is commenced.

(c) Declarant's approval of building design, square footage requirements, dwelling location, and any other restriction influencing the

appearance and aesthetics of Timber Stone shall be based upon the building and use restrictions contained in this ARTICLE A and such guidelines as may be adopted from time-to-time by Declarant, at Declarant's sole discretion. Declarant shall have the right to withhold its approval of exterior design, exterior material, and square footage requirements if the design and square footage requirements are too similar in appearance, is not consistent with the intent of these Restrictions, or is not aesthetically compatible with the other dwellings in close proximity.

Declarant shall take into consideration the suitability of the proposed building in relationship to its location and in relationship to other existing structures, the effect of the proposed structure upon the value of other structures in the subdivision and other lots in the subdivision, the construction materials to be utilized, the site upon which it is proposed to be erected, the harmony of the design and exterior colors thereof with surrounding structures, the view and outlook from adjacent properties, and any and all other considerations which may affect or influence the Declarant in attempting to comply with the purposes herein set forth, it being the intent of Declarant to maintain diversity in appearance and maintain quality of design in Timber Stone. The Owner shall submit a minimum of three (3) plans to Declarant for Declarant's review. Owner shall receive two (2) signed copies of plans from Declarant upon approval. Any changes or revisions required by the Declarant shall first be made to the plans by the Owner before final approval is given. Following Declarant's final approval, the building plans shall not be materially amended without Declarant's written consent.

(d) Upon the submission of the building plans to Declarant for approval, each Owner shall be required to provide Declarant with \$2,000.00 (the "Deposit"), which Declarant may utilize to defray any professional or administrative costs Declarant may incur in reviewing and approving the Owner's building plans and to pay for any costs or expenses incurred by Declarant pursuant to Sections 18 and 19 of this ARTICLE A. Declarant shall, within 30 days of Declarant's receipt of a written request by Owner, completion of all construction of the improvements shown on Owner's building plan and the Owner's compliance with this Declaration, return any remaining balance to the Owner. If the Deposit is inadequate to reimburse Declarant for any expenses contemplated in this Declaration, Declarant or the Homeowners Association (as the case may be) may require the Owner to pay the difference pursuant to a Special Assessment as provided in ARTICLE B, Section 8 hereof.

(e) Notwithstanding the powers reserved to Declarant in this Declaration, Declarant shall have no obligation to maintain, and shall not be responsible for maintaining or protecting, the value of property in Timber Stone.

3. Amendments. Declarant or the Homeowners Association (as the case may be), and no other, shall have the right and authority to modify these Building and Use Restrictions or to permit variances from application thereof, if in Declarant's opinion, the modifications or variance are consistent and compatible with the overall scheme of the development, provided that no such modification shall be in violation of governmental laws, rules and regulations, or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of Declarant and this

paragraph, and any modifications or variances granted hereunder, shall not in any way be interpreted as, (i) preventing Declarant from requiring at any time, and from time to time, strict compliance with the Building and Use Restrictions, or (ii) as entitling any other Owner to a modification or variance not approved and granted in writing by Declarant.

4. Minimum Home Size. The following minimum sizes for a Single-Family Dwelling in Timber Stone shall be based solely on living area within the Single-Family Dwelling. For the purpose of computing the square footage of living area within a Single-Family Dwelling, the basement level and garage area of a Single-Family Dwelling shall not be included in the square footage. Declarant's determination of the minimum square footage required for a Single-Family Dwelling to be built upon a lot shall be final, provided that the minimum conforms to the zoning requirements. Declarant's determination of the classification of the Single-Family Dwelling for the purpose of determining the minimum square footage (i.e., single story, two story or tri-level) shall be final. All Single-Family Dwellings in Timber Stone shall have the following minimum living areas:

(a) A single story Single-Family Dwelling shall have a minimum of 2,200 square feet of living area on the first floor of the Single-Family Dwelling.

(b) A story and one-half Single-Family Dwelling shall have a minimum of 2,800 square feet of living area, with a minimum of 1,700 square feet of living area on the first floor of the Single-Family Dwelling.

(c) A two story Single-Family Dwelling shall have a combined minimum of 2,800 square feet of living area, with a minimum of 1,500 square feet of living area on the first floor of the single family dwelling.

(d) A tri-level Single-Family Dwelling shall have a combined minimum of 2,800 square feet of living area on the three floors of the Single-Family Dwelling.

5. Exterior Materials. Exterior walls of all Single-Family Dwellings must be constructed of structural or thin-cut face brick, stucco-type material, dryvit, stone, wood, Hardiplank® Cedarmill, Hardiplank® Colonial Roughsawn or other similar products approved by Declarant. Staccato board is acceptable if no seams are exposed on certain areas of the home but its use must be approved by Declarant in writing. In no event shall the exterior of any structure consist of metal or vinyl siding.

6. Brick and Masonry. Declarant may require brick lines, brick accents, or other decorative architectural detail on dwellings as an exterior material at the sole discretion of Declarant. Declarant strongly recommends using multiple exterior products to enhance the overall aesthetic appearance of the dwelling. All exterior chimneys shall be constructed in masonry or masonry veneer materials. Any exterior chimneys or structural bays must be supported with a masonry foundation that extends below the frost line.

7. Casings and Shutters. All windows on Single-Family Dwellings must be trimmed using casing, shutters, or any other trim approved in writing by Declarant. Unless prior approval in writing is provided by Declarant, windows are required on all four (4) sides of the Dwelling, with a minimum of two (2) per side. If shutters or window casings and trim are used on windows, they must be used on all four sides of the dwelling.

8. Roofs. All roof areas shall have an appropriate pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers on one and one-half story Single-Family Dwellings and other special circumstances if the same are approved in writing by Declarant. Declarant shall have the right to approve a lesser pitch if it is better suited to the

architectural design of the house. All roof areas shall be covered with wood shakes, 30 year dimensional fiberglass or asphalt shingles, tile, copper, or other approved metals or other roofing material; however, Declarant shall have the right to approve other roofing materials if they are of comparable or superior quality and are better suited to the approved building design. All roofing materials must be approved by Declarant in advance in writing and such approval shall be in Declarant's sole discretion.

9. Water and Sanitary. All well and sanitary systems shall be placed in the rear or side yards of each lot where feasible. All sanitary systems must be graded as is reasonably possible, to appear as though they are part of the natural terrain. Any location other than that shown on the plans and previously approved by Washington County shall require the approval of the Declarant and Washington County. All expenses for acquisition and installation of well and sanitary systems shall be the sole responsibility of the Owner.

10. Attached Garages. All garages shall be attached to the Single-Family Dwelling, directly or by breezeway and all garages shall be constructed at the same time as the Single-Family Dwelling. Garage entrances shall be side entry unless existing lot conditions do not permit such side entry. Declarant's determination of architectural design, including garage entrances, shall be final. All driveways, patios, sidewalks, and walkways shall be paved either with asphalt, concrete, or brick.

11. Additional Garages. In addition to an Owner's primary garage, an additional detached garage may be permitted at the discretion of the Declarant, provided that the following requirements have been satisfied:

(a) The building material and color shall be consistent with the residence on the lot. All windows must be trimmed out using casing, shutters, or any other trim approved in writing by Declarant.

(b) The roof area shall have an appropriate pitch of eight feet in height for each twelve feet in length (8/12). Declarant shall have the right to approve a lesser pitch if it is better suited to match the architectural design of the house.

(c) The square footage shall not exceed 550 square feet.

(d) Door openings and all overhead doors shall not exceed 8 feet in height. Garage entrances must be side entry.

(e) Location of the detached garage must be approved by Declarant. The garage must be located within 60 feet of the Single-Family Dwelling.

(f) If an Owner desires to connect electricity to a detached garage, the installation of electrical connections must be underground and must be performed in accordance with all laws and regulations.

12. Storage Sheds. Construction of a storage shed must be approved in advance by Declarant. All storage sheds shall contain not less than 120 square feet and no more than 180 square feet. All sheds shall be of a style, color, and building material consistent with the Single-Family Dwelling on the lot. No steel, vinyl, aluminum, prefabricated, or kit sheds shall be permitted. If an Owner desires to connect electricity to a shed, the installation of electrical connections must be underground and must be performed in accordance with all laws and regulations.

13. Setbacks. All setbacks of improvements shall be approved by Declarant. The lots shall have a minimum setback for a Single-Family Dwelling from any abutting street right-of-

way of 50 feet, the minimum side yard setback shall be 25 feet, and the minimum rear yard setback shall be 40 feet. Driveways shall be permitted within the minimum 25 foot side yard setback but not closer than five feet to the lot line, which is in accordance with the requirements of the Town of Richfield. These restrictions do not supersede the setback limitations set forth in the Town of Richfield Zoning Code and in no event shall a setback be allowed that is less than that required by the Town.

14. Erosion Control. During all construction, Owners, and all contractors and subcontractors, shall comply with all governmental erosion control plan requirements.

15. Completion of Commenced Work. All Single-Family Dwellings, garages, landscaping and paved driveways shall be completed within 18 months from the start of construction. Declarant or the Homeowners Association, as the case may be, may complete the landscaping and driveway after the 18-month time period and charge the Owner for all costs incurred to complete the work, which charge may be secured by a lien on the lot. If an Owner chooses to leave the lot vacant indefinitely, the lot shall be maintained in accordance with all applicable federal, state, county and municipal laws, codes, regulations, ordinances and this Declaration. If the lot is not reasonably maintained, Declarant or the Homeowners Association may hire a contractor to maintain the lot and charge the Owner for all costs incurred by Declarant or Homeowners Association, which charge may be secured by a lien on the lot.

16. Grading. All lots shall be graded immediately upon completion of construction. Each Owner must strictly adhere to and finish grade its lot in accordance with the master lot grading plan, if any, or any amendment thereto approved by the Town of Richfield Engineer on file in the office of the Town Clerk. The grade shall thereafter be maintained to strictly comply with the comprehensive grading plan and erosion control standards for Timber Stone approved

by the Town. Strict compliance with such grading plan shall be enforced so as to prevent the discharge or redirection of storm water onto any adjacent lots. The Declarant and/or the Town of Richfield and/or their agents, employees or independent contractors shall have the right, but not the obligation, to enter upon any lot, at any time, for the purpose of inspection, maintenance, or correction of any drainage condition, and the Owner shall be responsible for cost of the same.

17. Excess Soil. No soil shall be removed from any lot without the prior consent of Declarant or its duly appointed agent. Any excess soil resulting from excavations shall be transported, at the Owner's expense, to such other places in Timber Stone or on other property as may be designated by Declarant. If Declarant, after written request from the Owner for approval to export excess soil, fails or neglects within three business days to notify the Owner of the place to which excess soil is to be delivered, the Owner may dispose of such fill at the Owner's own discretion, but in compliance with all applicable laws and this Declaration. Failure to comply with this paragraph shall render the Owner liable for damages equal to the cost of acquiring the same amount and quality of fill improperly disposed of, plus the cost of delivering the same from its source to Timber Stone.

18. Street Cleaning or Repair. Each Owner shall cause its contractors to keep Timber Stone's roads, ditches, and right-of-way areas reasonably clean and free of debris resulting from the construction. In addition, each Owner shall repair, or cause its contractors to repair, any damage caused to Timber Stone's roads and ditches by Owner or its contractors. If the Owner does not clean or repair or restore any damage to the streets, ditches, and other right-of-way areas of Timber Stone as required in this Section 23, Declarant and/or the Homeowners Association, after five (5) days prior written notice to the Owner, shall have the right, but not the obligation, to clean and/or repair or restore such streets, ditches, and other right-of-way areas and Declarant

shall have the right to use any portion of the Deposit to pay for such cleaning, repair or restoration. If the Deposit is inadequate to pay for such cleaning, repair or restoration, Declarant or the Homeowners Association may require the Owner to pay the difference pursuant to a Special Assessment as provided in ARTICLE B, Section 8 hereof.

19. Maintenance of Lot During Construction. During construction, the Owner shall ensure that its contractors maintain a clean construction site, including, but not limited to, cleanup of all scraps, paper, or other waste materials, and that all access to the lot shall only be through the approved driveway, and by no other means. In the event that the Owner or its contractors fail to maintain a clean construction site or enter the lot by means other than the driveway, Declarant and/or the Homeowners Association shall have the right to perform the necessary cleanup (including any road clean-up) and/or make the necessary repairs (including any repairs to any neighboring lot) and shall be entitled to collect from the Owner all expenses that were incurred by Declarant or the Homeowners Association and, in addition thereto, any such costs may be deducted from the Deposit. If such costs exceed the amount of the Deposit funds, then Declarant may levy a special assessment against the lot Owner.

20. Lamppost. Owners will pay for the lamppost at the time of closing on the lot. At the time of construction of a Single-Family Dwelling, the Owner shall install, at the Owner's expense, one outdoor electric lamppost (the design and quality of which shall be specified by Declarant), with an unswitched photo-electric cell, at a location on the lot deemed appropriate, at Declarant's discretion. The lamppost shall be maintained by the Owner, at the Owner's expense, in a proper operating manner. If the Owner fails to maintain the lamppost in proper operating order, maintenance of the lamppost may, fifteen (15) days after written notice to the Owner, be performed by Declarant and/or the Homeowners Association and the cost of such maintenance

shall be a Special Assessment against the Owner's lot, payable according to the terms and conditions contained in ARTICLE B, Section 8 hereof.

21. Landscape Plans. Owners shall submit a landscape plan for review by Declarant no later than at time a building permit is applied for. Owners are required to plant a minimum of 3 trees in the front yard with a minimum caliper of 2.5 inches.

22. Mailboxes. Owners will pay for the mailbox at the time of closing. The design (including materials) and location of each mailbox/newspaper box shall be subject to the approval of Declarant, in Declarant's sole discretion.

23. Fences and Screenings. Plans showing exact locations and construction details of fences, walls, hedges or mass screening plantings shall be submitted to Declarant and be approved in writing before they may be constructed or planted. Fence approvals are at Declarant's sole discretion and will depend on such items as landscape screening, functionality, location, and/or materials. No fences erected on any lot shall be higher than five (5) feet from the graded surface of the lot. No perimeter lot fencing shall be permitted. If the fence restrictions and ordinances of the Town in effect from time-to-time are more restrictive than the restrictions contained herein, the Town's restrictions and ordinances shall control and supersede the terms and conditions contained herein.

24. Outside Storage. There shall be no outside storage of cars, motorcycles, snowmobiles, jet skis, boats, trailers, buses, trucks or campers, or any other vehicles or items deemed to be unsightly by Declarant or the Homeowners Association. The outside storage or parking of commercial vehicles is expressly prohibited, and any commercial vehicle must be housed in a garage.

25. Miscellaneous Improvements. There shall be no permanent above-ground swimming pools, tennis courts, or satellite dish antennas having a diameter in excess of twenty-four (24) inches. No antenna or permitted satellite dish shall be mounted or installed on any roof. Any antenna or permitted satellite dish, if possible without interfering with reception, will be placed and screened so as to minimize its visibility from roadways and neighboring lots. Notwithstanding the foregoing, this section shall not supersede any applicable federal or state laws or ordinances regulating over the air receptive devices.

26. Debris. No lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of an approved Single-Family Dwelling or other permitted improvements) of any character whatsoever, nor shall any lot be used for the storage of any property, item or material that shall cause such lot to appear unclean or untidy or that will be obnoxious or offensive in the opinion of Declarant and/or the Homeowners Association. Trash, garbage, refuse, debris or other waste kept on any lot in preparation for removal from such lot shall be kept in sanitary, covered containers, which are stored out of sight of the street and adjacent property.

27. No Nuisance. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be a nuisance to the neighborhood.

28. Pets. No exterior dog kennel or dog house which is not attached to the Dwelling shall be constructed or maintained on any lot. All dog kennel plans shall be submitted for prior approval of the Declarant or the Homeowners Association as the case may be, prior to construction. No Owner shall keep any pet or pets which create a nuisance to neighboring Owners or the public. Owners shall comply with all Town ordinances regarding the keeping and

licensing of pets. All farm animals, poultry, horses, etc., and all animals kept for commercial purposes shall be strictly prohibited.

29. Owner's Waiver of Liability and Indemnification of Declarant Regarding Storm Water Detention Ponds and Storm Water Infiltration Ponds. The storm water detention ponds and infiltration ponds located on Outlots 3, 4, 5 and 7 (as shown on the Final Plat of Timber Stone) have been created and were required by the Town of Richfield to assist in the removal and detention of storm water from Timber Stone. The storm water detention ponds and storm water infiltration ponds are not intended to be used for swimming or as recreational facilities, and any such use of the storm water detention ponds and/or storm water infiltration ponds is strictly prohibited. Any persons entering the storm water detention ponds or storm water infiltration ponds do so at their own risk. By purchase of a lot in Timber Stone, each Owner and its respective successors, assigns, heirs and personal representatives, waives, to the fullest extent permitted by law, any and all claims or liability for damages against the Declarant, the Homeowners Association, and their respective agents, contractors, employees, officers, directors, shareholders, successors and assigns, arising from, or relating to, bodily injury or property damage sustained in or about, or resulting from the use or existence of, the storm water detention ponds and/or storm water infiltration ponds. In addition, each Owner, and their successors, assigns, heirs and personal representatives, agrees to indemnify, defend and hold harmless Declarant, the Homeowners Association, and their respective agents, contractors, employees, officers, directors, shareholders, successors and assigns, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees), including those arising from any death, bodily injury or property damage sustained in or about,

or resulting from the use or existence of, the storm water detention ponds brought by any member of the Owner's family, the Owner's invitees, or guests.

30. Enforcement. Declarant shall have the right, but not the obligation, to enforce all of the terms, conditions and restrictions contained herein and any rules or regulations promulgated hereunder. Any Owner violating the terms, conditions or restrictions contained herein shall be personally liable for, and shall reimburse Declarant for, all costs and expenses, including attorneys' fees, incurred by Declarant in enforcing the terms, conditions and restrictions contained in this Declaration. Any Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Owner's lot or anywhere else in Timber Stone without first obtaining the prior written approval of Declarant shall, at Declarant's discretion, be required to remove such improvement or improvements in their entirety at the Owner's expense. The foregoing shall be in addition to any other rights or remedies which may be available at law.

31. Release of Liability. The Owners, by the purchase of their lots, agree that Declarant shall not be held liable for any good faith decision or decisions made by Declarant in enforcing the terms, conditions and restriction contained herein and in establishing these restrictions.

32. Assignment of Authority. At such time Declarant determines, in its sole discretion and subject to this Declaration, Declarant shall delegate or assign the authority and responsibilities of Declarant contained herein to the Homeowners Association established according to ARTICLE B herein.

ARTICLE B

TIMBER STONE HOMEOWNERS ASSOCIATION

1. Membership & Power. Each Owner of a lot in Timber Stone shall be a member in a Wisconsin non-stock, nonprofit corporation to be named the Timber Stone Homeowners Association (herein referred to as the “Homeowners Association”). The Homeowners Association shall be created for purposes of: (a) managing and controlling the common affairs of Timber Stone, (b) managing, controlling and maintaining any Common Area in Timber Stone (as defined below), and (c) performing other duties as set forth herein for the common benefit of the Owners.

2. Common Areas.

(a) The term “Common Areas” shall include the following areas of Timber Stone:

(i) All outlots, conservancy areas and common areas of Timber Stone, including the clubhouse lot and pool areas, as shown on the Final Plat of Timber Stone, which shall be maintained by the Homeowners Association.

(ii) Any area of easements granted to the Owners or Homeowners Association by Declarant as indicated on the Final Plat over portions of the lands subject to this Declaration.

(iii) The grass areas, and any fencing and landscaping, contained within the unimproved portions of any public rights-of-way included with the lands subject to this Declaration.

(b) Each lot shall have an appurtenant undivided fractional interest in the Common Areas, the numerator of which shall be one (1) and the denominator of which shall be the total number of lots subject to the Declaration.

3. Use of Common Areas. All Common Areas and related facilities shall be used for the common benefit of the Owners of lots in Timber Stone. Such Common Areas shall not be used for recreational or other activities by any Owner unless in accordance with the terms, conditions and restrictions contained herein or as are hereafter adopted or otherwise approved by the Declarant or Homeowners Association. The Declarant shall have the right to erect signs in the outlots and common areas to promote the sale of lots. Any signs, monuments, structures or other common facilities constructed by Declarant or the Homeowners Association on any Common Areas shall be operated and properly maintained and repaired by Declarant or the Homeowners Association (as the case may be) so as to be neat and attractive in appearance. The Homeowners Association shall properly maintain the Common Areas so that they are neat and attractive in appearance (including, without limitation, proper care of the clubhouse, pool and the care and cutting of grass and other vegetation). The Homeowners Association shall maintain all storm water drainage facilities (detention ponds, infiltration ponds) so as to ensure that they function properly. The obligation to maintain the storm water detention ponds and infiltration ponds includes, but is not limited to, the obligation to clean and dredge such facilities as necessary and/or specified by any relevant manual for maintenance of the same supplied by the engineer who designed the ponds. Any plantings or signs placed in Timber Stone by Declarant or the Homeowners Association at any of the entry locations shall also be considered Common Areas, and shall be cared for and maintained in the same manners as described above. Any portion of the Common Area within the public street right-of-way may only be improved or altered with the consent of the appropriate public authorities.

As stated in these restrictions, the Homeowner's Association shall be responsible for the maintenance of the storm water management measures in the subdivision. The Declarant and the

Owners, by purchasing a lot in the subdivision, agree that the Town is authorized to access any property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with this agreement and the standard engineering practices of the Town. Upon notification to the Homeowner's Association by the Town of maintenance problems which require corrections, the specified corrective actions shall be undertaken within a reasonable time frame as set by the Town. The Declarant and its successors do hereby grant to the Town and/or its agents and assigns an easement, right-of-way, and license over, under, across and upon the Common Areas for the purposes of inspection and performing maintenance in the event of the failure of the Homeowner's Association to so perform. This easement granted by the Declarant and its successors shall include the right to enter upon the Common Area to perform any maintenance, repairs, reconstruction or revegetation of the storm water management measures as may be deemed reasonably necessary by the Town.

In the event that maintenance of the storm water management measures is not undertaken by the Homeowner's Association, the Town shall perform maintenance work on the storm water management measures if such failure to maintain (i) has a material adverse effect on property, or (ii) endangers the public health or safety provided, however, that before the Town shall have the right to perform any such maintenance pursuant to this section (except in the case of an emergency situation), the Town shall provide the Homeowner's Association with written notice stating with specificity the maintenance activities the Town deems to be required with respect to the storm water management measures and the Homeowner's Association shall have ten (10) days after receipt of such written notice to perform such maintenance. Said ten-day period shall be extended if the Association has commenced such maintenance work within the ten-day period.

and is diligently proceeding to complete the same. In the case of an emergency situation, as determined in the sole discretion of the Town, no notice will be required prior to the Town performing emergency maintenance. The lot owners will be liable for the failure of the Homeowner's Association to undertake any repairs, such liability to be pro rata accruing to their actual ownership interest in the common area.

The costs of any measures undertaken by the Town pursuant to this Section shall be assessed against the lot owners pro rata according to their fractional ownership interest in accordance with the provisions of Section 66.0627, Wis. Stats. It is expressly understood and acknowledged that such costs shall be deemed a special charge for current services and may be levied in accordance with the provisions of Section 66.0627, Wis. Stats. Any such assessment which is not paid within sixty days after billing shall be deemed a delinquent special charge and shall become a lien upon the lot against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the lot for which payment has not been received by the Town, and all proceedings in relation to the collection, return and sale of the property for delinquent real estate taxes shall apply to such special charge.

4. Association Governance. The Homeowners Association shall initially be governed by a three member Board, hereinafter referred to as the "Board," which shall be authorized to manage the Homeowners Association. The initial members of the Board will be appointed by Declarant. The number of Board members may be altered subject to restrictions set forth in the Association's Articles of Incorporation and Bylaws.

5. Board Members. To qualify as a member of the Board, a person must be an Owner or a duly designated officer, agent or representative of Declarant.

6. Terms and Declarant's Rights. The term of office of the initial members of the Board (which have been appointed by Declarant) shall commence upon Declarant's election pursuant to Article A, Section 32, and shall continue until Declarant no longer owns any of the lots then subject to this Declaration. During such initial term, Declarant shall have the right to appoint, remove or replace all three members of the Board. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time or times during such initial term.

7. Powers. Subject to the rights of Declarant as provided in ARTICLE B, Section 6 above, the election, duties, and powers of the Board shall be as provided in the Bylaws of the Homeowners Association.

8. Assessments. The Board shall levy and collect assessments in accordance with the following:

(a) The Owner of each lot shall be subject to a general annual (or more frequent, if required) assessment ("General Assessment") equal to its pro rata share of the costs incurred or anticipated to be incurred by the Homeowners Association in performing its duties and discharging its obligations hereunder. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration at the time of the assessment. General Assessments shall include, but not be limited to: taxes; insurance; repair, replacement and additions to the improvements made to the Common Areas; equipment; materials; labor, management and supervision thereof; and, all costs for the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board shall also have the

power to levy a special assessment (“Special Assessment”) against any individual Owner for the failure of such Owner to: maintain said Owner’s lot in accordance with the reasonable standard of the subdivision; install the seeding, sodding, and/or mulching of the lots; maintain the lamppost and mailbox required herein; install lawn trees and landscaping required herein; and/or, failure of said Owner to comply with the terms, conditions and restrictions contained in this Declaration. Herein General Assessments and Special Assessment are sometimes collectively referred to as “Assessments.”

(b) Upon the initial sale of eighty percent (80%) of the lots, Declarant shall not be required to pay any Assessment on any lots owned by Declarant.

(c) Assessments shall be approved at a duly convened meeting of the Board.

(d) 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.

(e) Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

(f) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and 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.

(g) The Board may record a document with the Register of Deeds in Washington County, Wisconsin, giving notice of a lien for any such unpaid Assessment

and, upon payment or satisfaction of the amount due, record a document canceling or 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 or the collection of an Assessment shall be borne by the affected Owner.

(h) Upon application by any Owner, any member of the Board may, without calling a meeting of the Board, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Board, and (2) as to the existence of any unpaid assessments or other amounts due to the Homeowners Association. Such statement shall be binding upon the Board and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding Assessments or other amounts due to the Homeowners Association.

(i) Any lien for Assessments may be foreclosed by a suit brought by the Board, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The affected Owner shall be responsible for all of the Association's costs in collecting the Assessment, including, but not limited to, attorneys' fees.

9. Limitation on Board. During the initial term of the Board, the Board shall not have the power to make improvements to the Common Area in addition to those then in existence (herein referred to as "Additional Improvements") without the written approval of the Declarant. After the initial term, the Board shall not have the power to make Additional Improvements having a cost in excess of Five Thousand Dollars (\$5,000.00) without the consent of ninety percent (90%) of the then current Owners.

10. Indemnification of Board. Members of the Board shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Board. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

11. Failure to Enforce Not Waiver. Failure of the Homeowners Association or the Board to enforce any terms, conditions or restrictions contained in this Declaration, 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.

ARTICLE C

AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lots having at least seventy five percent (75%) of the votes in the Association; provided, however, that any such action must also be approved in writing by the Declarant so long as it shall be an Owner. This Declaration and all amendments shall 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 Washington County, Wisconsin.

ARTICLE D

ROADS

Certain roads in Timber Stone terminate or may terminate at the then current boundaries of the subdivision. Owners are hereby put on notice that said roads (or any other roads which may be located over outlots owned by the Declarant) may be connected with or extended to other roads in future phases of development or in lands owned by others if such extension or connection is approved by the Town of Richfield, Washington County or other public entities having jurisdiction. No Owner shall have the right to object to any such road extension or connection, nor shall any Owner have the right to claim that it has incurred a loss or damage as a result thereof.

ARTICLE E

RESERVATION BY DECLARANT OF RIGHT TO GRANT EASEMENTS

Declarant hereby reserves the right to grant and convey easements to the Town and/or to any public or private utility or communications company, upon, over, through or across those portions of any lot within 10 feet of any lot line and upon, over through or across any portion of any outlot for purposes of allowing the Town, utility or communications company to furnish gas, electric, water, sewer, cable television, fiber optic or other utility service within or through Timber Stone; or through any portions of Timber Stone for purposes of facilitating drainage of storm or surface water within or through Timber Stone. Declarant may grant such easements in its own name and without the consent or approval of any lot Owner, until such time as Declarant has conveyed legal title to all lots platted or to be platted in Timber Stone. After that time the Board shall have the power to grant easements to the Town and/or to any public or private utility or communications company upon, over, through or across any portion of any outlot for purposes of allowing the Town, utility or communications company to furnish gas, electric, sewer, cable television, fiber optic or other utility services within or through Timber Stone; or through any

portions of any outlots for purposes of facilitating drainage of storm or surface water within or through Timber Stone.

ARTICLE F
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 a Notice of Termination is executed by the Owners of at least seventy-five percent (75%) of all lots and their mortgagees, is consented to by the Town of Richfield, and is thereafter recorded in the Office of the Register of Deeds of Washington County. This Declaration shall be binding upon all Owners and any other person claiming under or through Declarant.

** Signatures appear on Next pages **

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions
this 6th day of April, 2007.

Timber Stone of Richfield, Inc.,
a Wisconsin Corporation

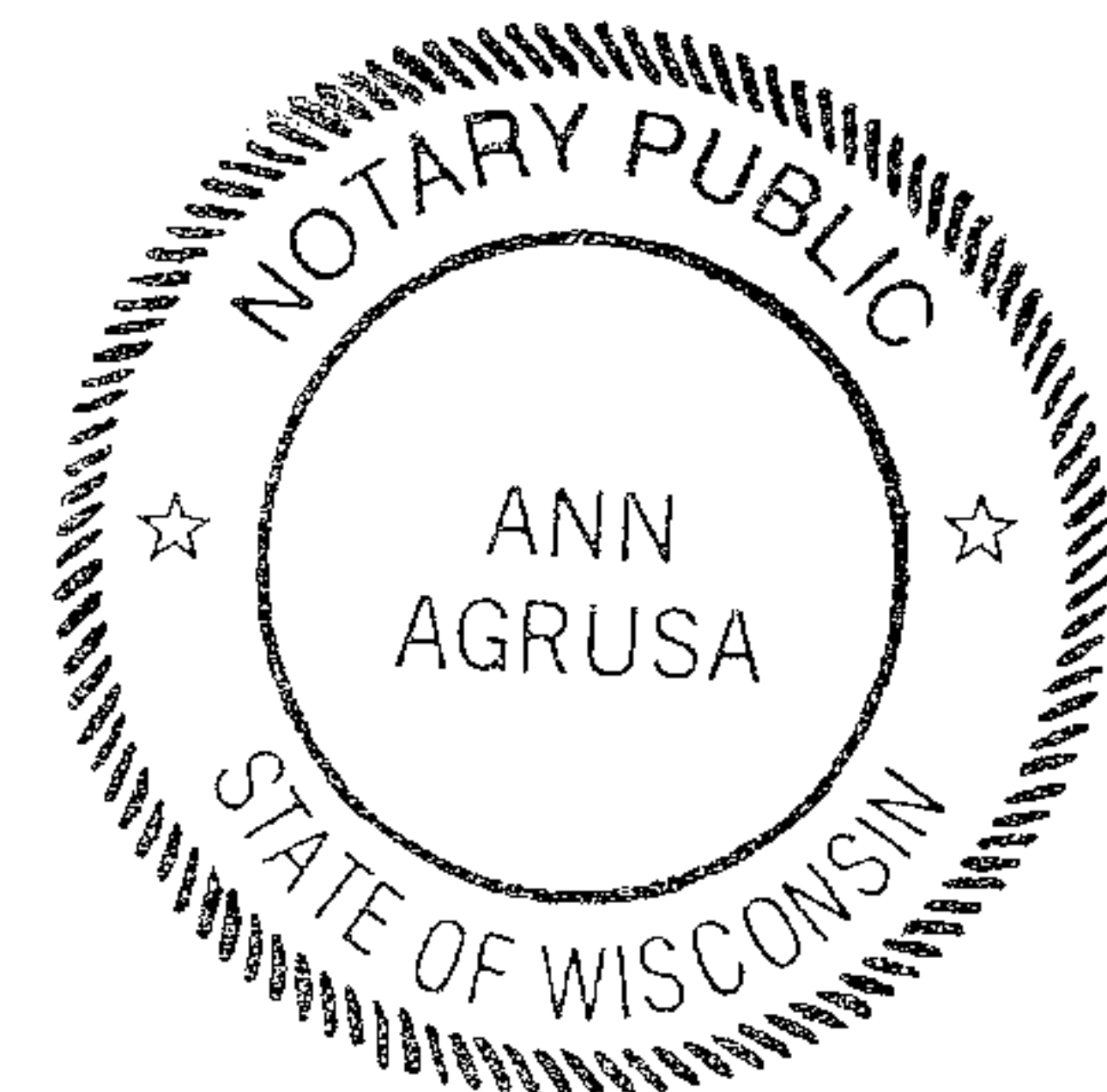
By: [Signature]
Kurt Bechthold, President

Attest: [Signature]
Mark E. Filmanowicz, Vice President

STATE OF WISCONSIN)
) ss.
Waukesha COUNTY)

Personally came before me this 6th day of April, 2007, the above-named Kurt
Bechthold, President, and Mark E. Filmanowicz, Vice President, of Timber Stone of Richfield,
Inc., to me known to be the person(s) who executed the foregoing instrument and acknowledged
the same in such capacity.

[Signature]
Notary Public,
State of Wisconsin
My Commission expires on: 2-21-10



CONSENT OF HAUSER

The undersigned, John J. Hauser, hereby consents to the foregoing Declaration of Restrictions of Timber Stone.

By:


John J. Hauser

STATE OF WISCONSIN)

) SS.

Washington COUNTY)

Personally came before me this 9th day of April, 2007, the above-named John J. Hauser, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Frederick E. Bird

Notary Public

State of Wisconsin

My commission: Nov. 9, 2001