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PROTECTIVE COVENANTS

FOR

STONE BROOK HOLLOW FIRST ADDITION

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000018 OCT 28 2008

TABLE OF CONTENTS

	Page
Article 1	1
Property Subject to Protective Covenants	1
1.1 Existing Property	1
1.2 Additional Property	2
Article 2	2
General	2
2.1 Disclaimer	2
Article 3	2
Definitions	2
3.1 Association	2
3.2 Common Area	3
3.3 Developer	3
3.4 Dwelling Unit	3
3.5 Lot	3
3.6 Lot Owner	3
3.7 Outlots	3
3.8 Plans and Specifications	3
3.9 Review Board	3
3.10 Subdivision	4
3.11 Subdivision Tree Preservation Plan	4
Article 4	4
Design Control	4
4.1 Plans and Specifications	4
4.2 Review Board	5
4.3 Submission of Plans	6
4.4 Review	6
4.5 Approval	6
4.6 Disapproval	6
4.7 Waiver	7
4.8 Erosion Control/Surface Drainage/Impervious Surface Requirements	8
4.9 Ground Fill on Building Site	8
4.10 Building Materials	8
4.11 Masonry	8
4.12 Preservation of Trees	8
4.13 Construction	9
4.14 Completion; Occupancy	9
4.15 Colors	9
4.16 Roof Pitch and Roof Material	9
Article 5	9
Subdivision Standards	9
5.1 General	9
5.2 Unit Size	10
5.3 Unit Measurement	10
5.4 Setbacks	10
5.5 Driveways	11
5.6 Walkways	11

000019 OCT 28 2008

	5.9	Landscaping	11
	5.10	Outbuildings and Temporary Structures	12
	5.11	Swimming Pools/Spas	12
	5.12	Fences and Walls	12
	5.13	Motorized Vehicles	12
	5.14	Antennas/Microwave Dishes	13
	5.15	Post lights	13
	5.16	Mailboxes	13
	5.17	Signs	13
	5.18	Animals	14
	5.19	Garbage and Refuse Storage and Disposal	14
	5.20	Nuisances	15
	5.21	Wells	15
	5.22	Open Space	15
Article 6		Term and Amendment	15
	6.1	Term	15
	6.2	Amendment	15
Article 7		Easements	16
	7.1	Utility Easements	16
	7.2	Drainage Easement	16
	7.3	Recreational or Other Easements	17
	7.4	Vacant Lot Maintenance Easement	17
Article 8		Association of Lot Owners	18
	8.1	Owner's Association	18
	8.2	Membership and Voting	18
	8.3	Directors and Officers of the Association	18
	8.4	Operating Budget	18
	8.5	Tax Foreclosure	19
	8.6	Maintenance of Common Areas	19
	8.7	Ownership of Outlots	20
Article 9		Miscellaneous	20
	9.1	No Reversion of Title	20
	9.2	Enforcement	21
	9.3	Severability	21
	9.4	Binding Effect	21
	9.5	Applicable Laws	21
	9.6	Controlling Document	21
	9.7	Access for Construction Equipment	21
	9.8	Notice Regarding Temporary Cul-de-sac	22
	9.9	Notice Regarding Adjacent Agricultural Uses	22
		Exhibit A - Legal Description	
		Exhibit B - Subdivision Plat	

000020 OCT 20 2005

PROTECTIVE COVENANTS FOR STONE BROOK HOLLOW FIRST ADDITION

THESE PROTECTIVE COVENANTS made this 26 day of October, 2005, by Stone Brook Hollow, LLC (hereinafter the "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of the real property described herein, which property is located in the Town of Mukwonago, Waukesha County, Wisconsin; and

WHEREAS, Developer desires to subject the property to the conditions, restrictions, covenants, and reservations contained herein for the benefit of the property and the benefit of each owner of any part of the property, and for the purpose of creating a desirable utilization of the land in an aesthetically pleasing residential environment;

NOW, THEREFORE, the Developer hereby declares that the real property herein described shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants and reservations hereinafter set forth:

ARTICLE 1. PROPERTY SUBJECT TO PROTECTIVE COVENANTS.

1.1 **Existing Property.** The real property subject to the provisions of these Protective Covenants is described on Exhibit A attached hereto. The Subdivision (as defined in Section 3.10) is composed of sixty- six (66) individual residential lots (hereinafter "Lots"). There shall be no additional lots created in the Subdivision at any time unless created by the addition of other real property as described in Section 2.1 below.

1.2 **Additional Property.** Developer reserves the right, at any time during the term of these Protective Covenants, to subject other real property (the "Additional Properties") to the provisions of these Protective Covenants and to add the Additional Properties to the Subdivision, subject to the approval of the Town Plan Commission, the Town Board and the Town Attorney. The Additional Properties shall be located in Waukesha County, Wisconsin and, when added to the Subdivision, shall be adjacent to the Subdivision. Developer shall add Additional Properties to the

000021 OCT 28 15

Subdivision by recording with the Register of Deeds for Waukesha County one or more amendments to these Protective Covenants, with each amendment setting forth the legal description of the Additional Properties thereby added to the Subdivision.

ARTICLE 2. GENERAL. The intention of these Protective Covenants is to achieve the best use and most appropriate development and improvement of each Lot within the Subdivision; to preserve, as far as is practicable, the natural beauty of the Subdivision; to guard against haphazard and inharmonious improvement of the Lots and the erection thereon of unattractive or poorly designed or poorly proportioned structures; to obtain harmonious and attractive use of material and color schemes; to encourage and secure the construction within the Subdivision of attractive homes with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and in general to endeavor to provide for a quality development of the Subdivision.

2.1 **Disclaimer.** Although the Developer is implementing these Protective Covenants with the intentions set forth above, the Developer makes no assurances, representations or guaranty that the stated intentions of these Protective Covenants shall be achieved, or as to the ultimate value of Lots in Stone Brook Hollow First Addition, or as to any stability or increase in value as a result of the imposition of these Protective Covenants.

ARTICLE 3. DEFINITIONS. The following terms as used in this document shall have the definitions set forth below:

3.1 **Association.** The term "Association" shall mean the non-profit corporation to be known as Stone Brook Hollow First Addition Owners Association, Inc., which shall serve as an organization of all 66 owners of Lots in the Subdivision, and shall collect assessments from Lot Owners for payment of Association obligations and maintenance of Association properties, as set forth herein.

3.2 **Common Area.** The term "Common Area" shall mean all areas of the real property as described on Exhibit A other than the Subdivision Lots and public streets. Common Area shall also

000022 OCT 28 3

specifically include those areas throughout the Subdivision the Association is required to maintain as set forth in these Covenants.

3.3 Developer. The term "Developer" shall mean Stone Brook Hollow, LLC.

3.4 Dwelling Unit. The term "dwelling unit" or "dwelling" shall mean a living unit within Stone Brook Hollow First Addition intended to be occupied by one (1) family that provides complete, independent living facilities, including permanent provisions for sleeping, sanitation and one (1) kitchen with eating and cooking areas.

3.5 Lot. The term "Lot" shall mean an individual residential lot numbered from 34 to 99 inclusive in the Subdivision, as shown in Exhibit B attached hereto. The minimum Lot size shall be one and one-half acres.

3.6 Lot Owner. The term "Lot Owner" shall mean the current owner(s) of any Lot in the Subdivision, whose name(s) appear in the recorded deed of conveyance.

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

3.8 Plans and Specifications. The term "Plans and Specifications" shall mean complete written construction plans and detailed specifications as to materials and colors for construction of any building, wall, fence, sign, pool, deck, patio or other improvement in Stone Brook Hollow First Addition, including a site plan showing location of all improvements, driveways, walks, elevation and grade of the Lot and improvements, as set forth in Section 4.1.

3.9 Review Board. The term "Review Board" shall mean that board composed of three members initially appointed by the Developer to review and approve or disapprove of Plans and Specifications for construction of dwelling units and any other structures or improvements in the Subdivision.

3.10 Subdivision. The term "Subdivision" shall mean Stone Brook Hollow First Addition Subdivision, which means the residential lots numbered 34 - 99 inclusive as described in Exhibit A and as shown in Exhibit B attached hereto. The Subdivision Plat for Stone Brook Hollow First Addition is recorded with the Register of Deeds for Waukesha County, Wisconsin. The terms

000023 OCT 28 2008

"Subdivision" and "Stone Brook Hollow First Addition" do not include the Outlots shown on Exhibit B attached hereto and also shown on the Subdivision Plat for Stone Brook Hollow First Addition.

3.11 Subdivision Tree Preservation Plan. The term "Subdivision Tree Preservation Plan" means the Tree Preservation Plan for Stone Brook Hollow First Addition described in Section 4.12.

ARTICLE 4. DESIGN CONTROL.

4.1 Plans and Specifications. No building, sign, driveway, walkway, swimming pool, deck, patio, or other structure or improvement shall be erected, constructed or maintained upon any Lot, nor shall any change or alteration be made thereto, unless complete plans and specifications have been submitted in duplicate to, and approved in writing by, the Review Board. The plans and specifications submitted shall include, in addition to detailed construction plans, a site plan showing the exact size and location of each building or other structure, the elevation thereof, the grade of the Lot, grades adjacent to the Lot, the proposed finished grade and garage floor grade for the building, sump pump discharge locations, existing mature trees on the Lot, a building elevation or rendering of the building or structure to be constructed, a detailed landscaping plan, and detailed specifications as to materials, colors (including samples) and equipment to be installed in the structure (collectively the "Plans and Specifications"). The address and telephone number of the Lot Owner and other person designated to receive the response of the Review Board shall be included with any submission of Plans and Specifications. Each Lot owner must strictly adhere to and finish grade the Lot in accordance with the Plans and Specifications submitted to and approved by the Review Board and by the Town or the Town's agents, employees or independent contractors. The Developer and/or the Town and/or their agents, employees or independent contractors, upon written notice to the owner of a vacant Lot, shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance or correction of any drainage condition, and the Lot owner shall be responsible for the cost of the same.

4.2 Review Board. The decision of a majority of the members of the Review Board shall be the decision of the Review Board and shall be final and binding upon all interested parties. The Review Board shall meet in closed sessions. Members of the Review Board shall not be entitled to

000024 OCT 28 12

any compensation from Lot Owners for services performed pursuant to these Protective Covenants. In the event of death, resignation, or refusal to act by any member of the Review Board, or vacancy on the Review Board for any reason, while any Lot remains vacant without a dwelling unit in the Subdivision, the successor to such member shall be appointed to the Review Board by the Developer or by its successors or assigns. When all the Lots in the Subdivision have been sold by the Developer, or its successors or assigns, and houses have been built on all the Lots in the Subdivision (or at such earlier time determined by the Developer) the Review Board shall thereafter consist of three (3) persons, who shall be the persons appointed or elected as directors of the Association as described in Section 8.3.

4.3 Submission of Plans. A Lot Owner shall submit Plans and Specifications to the Review Board at the earlier of (i) at least fifteen (15) days prior to the time that such Plans and Specifications are submitted to the Building Inspector of the Town of Mukwonago for approval, or (ii) thirty (30) days prior to commencement of construction of the dwelling unit or any other improvement. Upon submission, the Review Board shall use its best efforts to review the Plans and Specifications and respond to a Lot Owner within fifteen (15) days of submission of the Plans and Specifications. Plans and Specifications must comply with the standards set forth in Section 5 herein and must be approved by the Review Board in writing prior to any application for a building permit to the Town of Mukwonago, and before any construction or alteration of any improvement may be commenced on any Lot. Plans and Specifications shall be submitted in duplicate to the Review Board at the following address, which address may be changed by notice in writing to the purchaser of a Lot at the time of purchase:

Stone Brook Hollow, LLC
20630 Bartlett Drive
Brookfield, WI 53045
Attention: Robert J. Korslin
(262) 827-9597

Upon request by a Lot Owner, the Review Board shall issue a written receipt for the Plans and Specifications submitted by or on behalf of the Lot Owner, showing the date of the submission.

000025 OCT 28 '08

4.4 **Review.** The Review Board shall review and approve such Plans or Specifications, or disapprove those which in its judgment are not in conformity with these Protective Covenants or are inconsistent with the purposes set forth in Article 2. In reviewing the Plans and Specifications, the Review Board may take into consideration, among other things, the following:

The suitability of the proposed home or other structure in the Subdivision;

The design, layout, elevation and the materials of which the home or improvement is to be constructed;

The location of the improvements upon the Lot and within the Subdivision;

The exterior appearance of the home including roofing materials and the color scheme; and

The compliance of the home or other structure with the standards set forth in these Protective Covenants.

A Grading Plan showing all existing and proposed grades

4.5 **Approval.** The Review Board shall approve Plans and Specifications by letter sent to the Lot Owner at the address included in the Plans and Specifications.

4.6 **Disapproval.** If the Review Board disapproves of Plans and Specifications, the Review Board shall specify the reasons for such disapproval to the Lot Owner in writing. The Lot Owner shall then be entitled to submit revised Plans and Specifications for review by the Review Board, in which event another receipt shall be issued by the Review Board.

4.7 **Waiver.** The Review Board shall be entitled to waive or grant a variance from the requirements of these Protective Covenants and the standards set forth herein upon written application therefor to the Review Board as a part of a submission of Plans and Specifications to the Review Board, or otherwise, for reasons deemed adequate and reasonable to the Review Board, and in consideration of the purposes of these Protective Covenants as set forth in Article 2. The decision of the Review Board shall be final and binding with regard to any waiver or variance, whether or not such waiver or variance is specifically granted by the Review Board in writing, or is a part of or necessitated by Plans and Specifications approved by the Review Board; provided, however, that the

000026 OCT 28 2008

waiver or variance shall not be effective until written approval for the specific waiver or variance request is granted by the Town of Mukwonago Town Board.

4.8 Erosion Control and Surface Drainage. Lot owners will not be allowed to create grades in order to accommodate exposed basements on a lot that would normally not be suited to that type of construction. In order to obtain this approval, the Lot owner, at the Lot owner's expense, shall prepare a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent Lot owner as regards drainage or their viewing of unreasonable slope treatment ("Grading Plan"). The Town Engineer's approval of the Grading Plan, if granted, shall not relieve the Lot owner from the ultimate responsibility for the design, performance and function of the grade alteration and/or drainage condition, and the Lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the Town and its agents, employees and independent contractors regarding the same. Each Lot owner shall strictly adhere to the Grading Plan. The topography and ground elevation of each Lot shall be finish graded in accordance with the Plans and Specifications submitted to and approved by the Review Board and the Town for the efficient discharge and drainage of surface groundwater and sump pump discharge throughout the Subdivision. Final grading of a Lot shall be completed within two (2) months following the date of occupancy of a dwelling unit thereon, weather and seasonal considerations permitting. The Developer and/or the Town and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the Lot owner is responsible for cost of the same.

The total amount of impervious surface allowed on any lot shall be limited to no more than 7,500 square feet on all lots less than three acres, and no more than 10,000 square feet on lots three acres and larger. For individual impervious surface lot calculation purposes, impervious surfaces will include, but shall not be limited to, dwellings, outbuildings (if permitted), driveways, patios, etc.

000027 OCT 28 2008

4.9 Ground Fill on Building Site. Where ground fill is necessary on any Lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material, and shall not contain noxious materials of any kind. All fill materials shall be rough graded immediately upon completion of the dwelling unit and shall be graded and contoured in accordance with the Plans and Specifications and any applicable municipal erosion control ordinance.

4.10 Building Materials. Lot Owners are required to construct the exterior walls and attached garage with brick, stone, wood, Hardiplank or other natural materials approved by the Review Board. The use of vinyl or aluminum siding will not be permitted. The Plans and Specifications for all dwelling units proposed to be erected, altered or modified shall specify construction materials which shall be approved by the Review Board in the Board's sole discretion. Any exposed basement or foundation walls must be covered with the siding materials used on the exterior walls as referenced above.

4.11 Masonry. Although there is no minimum masonry requirement for a dwelling unit, if masonry material is used on the exterior walls, it should, whenever possible, terminate only at an insider corner.

4.12 Preservation of Trees. On any lot, no live tree with a diameter of six (6) inches or more beyond six (6) feet from the approved location of the dwelling unit, driveway, septic area and other structural improvements as shown in the approved Plans and Specifications shall be moved, removed or destroyed in any way, other than upon prior approval of the Review Board and the Town Board. The diameter of trees shall be measured at a point approximately fifty-two (52) inches from the ground. All existing trees within the protected zone shall be protected during construction and grading. All lots shall be subject to the Primary Environmental Restrictions as set forth on the face of the final Plat. Further, any lot containing Primary Environmental Corridor (P.E.C), specifically lots 39, 40, 41, 42, 43, and 44, shall be not be allowed to disturb the P.E.C area on the site to accommodate buildings, accessory uses or structures, septic sites, driveways or pavement areas.

4.13 Construction. During construction of a dwelling unit or any other improvement on a Lot, the construction site shall be kept free of refuse and litter, and rubbish and construction materials shall be stored on the site only as long as necessary under the circumstances. Any natural

000028 OCT 28 2008

vegetation and tree debris removed during the stripping of the building pad shall be removed from the construction site immediately. Construction sites shall remain as organized and neat in appearance as possible throughout the construction period.

4.14 Completion; Occupancy. Any dwelling unit construction on any Lot in the Subdivision shall be enclosed and under roof with the finished exterior material in place within twelve (12) months after the commencement of construction. No dwelling unit shall be occupied until the exterior surfacing of said dwelling unit is completed and the Lot is finished to rough grade.

4.15 Colors. The number of exterior colors should be kept to a minimum. It is recommended that a maximum of three (3) colors be used on any one Lot.

4.16 Roof Pitch and Roof Material. The roofs on all two (2) story and one and one-half (1 1/2) story dwelling units must have a minimum pitch of eight (8) feet in height for each twelve (12) feet in length (8/12). All one (1) story dwelling units must have a minimum pitch of ten (10) feet in height for each twelve (12) feet in length (10/12). Exceptions to the roof pitch requirement may be granted on a case by case basis if the Review Board believes it is warranted, (for example, a prairie style home may be allowed to have a roof pitch of 6/12). The roof of all dwelling unit shall be covered with at least 25 year dimensional shingles or wood shakes.

ARTICLE 5. SUBDIVISION STANDARDS.

5.1 General. All Lots in the Subdivision shall be subject to the standards set forth herein. All lots within the subdivision are zoned A-1 Agricultural District and are subject to the rules and requirements of the SE Suburban Estate District, unless further restricted or otherwise specifically permitted or regulated by the Conditional Use agreement or other official action of the Town. Only one dwelling unit may be constructed upon a Lot in the Subdivision, as described in Section 5.2 below. Dwelling units that are too similar in appearance will not be permitted to be constructed in close proximity to one another.

5.2 Unit Size. The total minimum finished living area of a one story dwelling unit shall be 2,000 square feet. The total minimum finished living area for all one and half (1-1/2) and two story dwelling units shall be 2,300 square feet. With a two story dwelling unit, the minimum first floor finished living area requirement shall be 1,300 square feet out of the 2,300 square feet required.

000029 OCT 28 12

The floor area ratio shall be a maximum of fifteen percent (15%).

5.3 Unit Measurement. The square footage of a dwelling unit shall be measured along the perimeter of the dwelling unit at and above the grade (measured along the exterior walls exclusive of garages, porches, patios, breezeways and similar additions). For purposes of calculating total area, the Review Board, in its sole discretion, shall determine what constitutes a one-story or multi-level dwelling unit.

5.4 Setbacks. The required minimum building setbacks are as follows:

Front Yard	50 feet
Side Yard	20 feet*
Corner Lot Side Yard	50 Feet
Rear Yard	75 Feet

All dwellings shall have a minimum of seventy-five (75) feet from all conservancy, wetland and floodplain areas. (* Unless further restricted by Section 3.08(4)(Q)(4) of the Town of Mukwonago Zoning Ordinance.)

5.5 Driveways. Driveways shall be approved in advance by the Review Board and shall be located at least three (3) feet from all side and rear Lot lines with no more than a ten percent (10%) grade. In no event shall driveway flares or parking slabs be permitted. Each dwelling unit shall have a separate driveway. Within twelve (12) months from the issuance of an occupancy permit by the Town of Mukwonago for any dwelling unit, all driveways on the Lot must be paved with concrete, asphalt, or other hard and impervious paving substance (gravel and crushed stone are not acceptable paving substances).

If the driveway is installed with a concrete driveway, the concrete shall be installed no closer than six (6) feet to the traveled portion of the roadway and the area between the concrete drive and the traveled portion of the roadway shall be paved with asphalt. Further, driveway pavement installed within ten (10) feet from the traveled portion of the roadway shall have a rise of not more than five (5) inches. No headwalls shall be constructed on the ends of any culvert other than natural stone masonry.

000030 OCT-28-08

5.6 Walkways. Within twelve (12) months of the issuance of an occupancy permit by the Town of Mukwonago for any dwelling unit, all walkways on the Lot shall be paved with concrete, brick or other hard and impervious paving substance approved in advance by the Review Board (gravel, crushed stone and asphalt are not acceptable paving substances).

5.7 Attached Garage. Each dwelling unit shall have a side-entry garage for not more than four (4) or fewer than two (2) cars. The side entry of the garage must be on the side of the dwelling unit facing away from the street entrance. The maximum size of the garage must conform to the Town of Mukwonago ordinances. The garage shall enclose in the aggregate an area not less than six hundred (600) square feet. The garage doors must be raised panel and the garage must be constructed at the same time as the dwelling unit and shall harmonize with the dwelling unit as to design, materials and finished floor elevation.

5.8 Windows. When shutters are used on the front of a dwelling, they must also be used on appropriate windows on the sides and rear of the dwelling. This rule shall also apply to window grids and other trim features on the dwelling. The Review Board may require the placement of windows in walls that would otherwise be blank or featureless and shall place more importance on an attractive, balanced exterior design over concerns about the design or placement of interior features.

5.9 Landscaping. All landscaping as shown in approved Plans and Specifications must be completed within twelve (12) months after the commencement of construction of the dwelling unit. Substantial completion shall mean issuance by the Town of Mukwonago of an occupancy permit, except in the case of model homes where substantial completion shall mean the date such home is first open for inspection to prospective buyers or is listed with a real estate broker or advertised in a newspaper of general or local circulation. Unless a written variance is granted by the Review Board, landscaping must include seeding or sodding of lawns on all front, side and rear yards of the Lot. Unless a written variance is granted by the Review Board, landscaping shall also include plantings or planting beds (including at least a total of fifteen (15) shrubs, bushes or trees) immediately in front of, and on each side of, the dwelling unit, and additional plantings on the Lot so that a pleasing park-like appearance shall ultimately be accomplished in Stone Brook Hollow First Addition. Before a

000031 001234

Lot Owner builds a house and/or completes landscaping, the Lot Owner shall be responsible for maintaining the Lot by trimming weeds and grass to a height not exceeding twelve (12) inches.

5.10 Outbuildings and Temporary Structures. Other than dwelling units and other structures and improvements approved in advance by the Review Board pursuant to Section 4.1, no structure of any kind, including, but not limited to, any shed, outbuilding, skateboard ramp, detached garage, garage apartment, stable, barn or kennel shall be moved onto or constructed upon any Lot within the Subdivision, except on lots of three (3) acres or larger, specifically, Lots 80-86. No metal play structures will be allowed on any lot within the subdivision. Structures may be allowed to be constructed on outlots with the written approval of the Town Board.

5.11 Swimming Pools/Spas. Swimming pools, hot tubs or spas may be erected, altered or modified in Stone Brook Hollow First Addition only with the prior written approval of the Review Board. No above ground swimming pools shall be permitted in Stone Brook Hollow First Addition.

5.12 Fences and Walls. Fences and walls of any height will be discouraged in the subdivision. Permitted exceptions may include decorative fences or walls for any lot with an in-ground swimming pools or pets. All fencing must be approved in advance by the Review Board.

5.13 Motorized Vehicles. Only automobiles and other four-wheel passenger vehicles may be parked on a Lot outside of a garage in the Subdivision, and they may be parked only on driveways that have been approved in advance by the Review Board pursuant to Article 4. The Review Board will not approve parking slabs. No lawn or farm vehicle or equipment, recreational vehicle, trailer, boat, boat trailer or similar vehicle or equipment shall be parked or stored on any Lot other than in a garage. No commercial vehicles, including semi-trailer tractors, dump trucks, delivery trucks, and similar vehicles, irrespective of ownership, may be parked or stored on a Lot other than temporarily for the delivery of materials or merchandise, and other than during temporary periods of construction or remodeling upon the Lot. Except for typical maintenance type vehicles and equipment, motorcycles, snowmobiles, trail bikes, dune buggys, off-street motorized vehicles, motorized boats, jet skis, sailboats, and recreation vehicles of any kind shall not be operated on any Lot, common area open space, or stormwater facility within the Subdivision.

000032 OCT 28 '12

5.14 Antennas/Microwave Dishes. External antennas, satellite or microwave dishes and solar panels of any type or for any purpose may be installed and maintained on a Lot in the Subdivision only with the prior written approval of the Review Board. In no event may any satellite or microwave dish be larger than two (2) feet in diameter. In no event may any antenna, satellite or microwave dish or solar panels be visible from the street in front of the dwelling. Any proposal for any such installation shall be submitted to the Review Board for approval, and shall show the size, location and appearance of such installation, prior to any such installation in the Subdivision.

5.15 Post lights. Uniform post lights specified by the Developer shall be purchased by each Lot Owner from the Developer at the time of closing. Each post light shall be installed on the Lot at the time of finished grading of the yard at a location specified by the Developer, but in any event, each post light shall be installed within nine (9) months from the date the residence is occupied. Each post light shall be connected to an electrical power source at the time of installation and shall be maintained in a clean and operating condition at all times thereafter; provided, however, that post lights shall weather naturally and therefore shall not be painted or stained. The post light specified by the Developer is equipped with a photoelectric sensor; therefore, no Lot Owner may install a turn-off switch for the post light. Any replacement of such post lights shall be accomplished by the Lot Owner, and only with a post light of the same specifications, height, and appearance and in the same location as the original post light.

5.16 Mailboxes. Uniform mail/paper boxes shall be purchased by each Lot Owner from the Developer at the time of closing. All mail/paper boxes will be installed by the Lot Owner in accordance with the requirements of the U.S. Post Office. Any replacement of such mail/paper box shall be accomplished by the Lot Owner, and only with a mail/paper box of the same specifications, height and appearance as the original mail/paper box at Lot Owner's expense. No other mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers or magazines or similar materials shall be erected or installed by a Lot Owner.

5.17 Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows:

000033 OCT 28 2008

(a) A sign placed on the Lot by a Lot Owner or the real estate agent of the Lot Owner advertising the property for sale. No such sign shall exceed six (6) square feet in size.

(b) A sign erected by a building/contractor of a dwelling unit in the Subdivision during the time the dwelling unit is under construction. No such sign shall exceed 6 square feet in size.

(c) Signs by an owner/contractor advertising a dwelling unit as a "model home." No such sign shall exceed six (6) square feet in size.

(d) The developer may place an entrance monument or entrance/subdivision sign or signs with the name of the subdivision outside of the vision easement in a location approved by the developer, the Town Plan Commission, and Town Board.

With the exception of (d) above, all of the foregoing signs shall be professional, unlit signs installed so that the bottom of the sign shall be no more than three (3) feet above the ground. All signs shall be removed promptly upon sale or occupancy of the dwelling unit on the Lot. Any signs other than those listed above must receive prior written approval of the Review Board before installation. Nothing contained in this Section 5.17 shall be deemed to prohibit the Developer from placing such signs as it may deem necessary or desirable within the Subdivision until all Lots within the Subdivision are sold.

5.18 Animals. No animals, livestock, poultry or pigs of any kind shall be raised, bred or kept on any Lot except for Lots three acres and larger, specifically Lots 80-86, except that dogs, cats or other small household pets may be kept in a manner which will not disturb the quality of life and the environment of the Subdivision. In no event, including on Lots 80 -86, may animals be kept, bred or maintained for any commercial purposes. No more than three dogs and two cats shall be maintained in any household. Lot owners shall be responsible for promptly cleaning up all pet refuse.

5.19 Garbage and Refuse Storage and Disposal. No Lot shall be used in whole or in part for the storage of rubbish in any form whatsoever, nor shall any portion of a Lot or dwelling unit thereon be used for the storage of any property or thing that will cause such Lot and dwelling unit to appear in an unclean or untidy condition or that will be offensive to community standards. All trash,

000034 OCT 28 2008

garbage or waste materials shall be kept in sanitary containers either inside a garage or, when outside, in sanitary containers adjacent to the dwelling unit, suitably screened from view from streets and adjoining Lots. Outside incinerators are not permitted. No building or construction material shall be stored on any Lot outside of a dwelling unit or garage, other than during periods of actual construction or remodeling, and then only for as long as may be reasonably necessary. Each Lot Owner may store up to a maximum of one cord of wood behind and adjacent to the dwelling unit in a manner consistent with the other provisions of this Section 5.19.

5.20 Nuisances. No noxious or offensive odor, activities or conditions shall be created, conducted or permitted to exist in, on or about any dwelling or Lot, which may be, or may become, an annoyance or nuisance to the neighborhood or which may cause any noise which disturbs or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

5.21 Wells. All wells constructed in the Subdivision must be constructed into the bedrock.

5.22 Open Space. The minimum open space per lot is 1.25 acres.

ARTICLE 6. TERM AND AMENDMENT

6.1 Term. These Protective Covenants shall be in full force and effect for a period of thirty (30) years from the date these Protective Covenants are recorded, after which time these Protective Covenants shall automatically be extended for successive periods of ten (10) years each; provided, however, that an instrument terminating these Protective Covenants, if signed by Lot Owners possessing a majority of the votes available in the Association, shall be effective as of the end of the original term or ten (10) year extension within which it is recorded.

6.2 Amendment. These Protective Covenants may be amended at any time by the signature and recording of an amendment to these Protective Covenants by Lot Owners possessing 75% of the votes available in the Subdivision; provided, however, as long as the Developer owns a Lot, no amendment shall be effective unless such amendment is approved in writing by the Developer, and in any event, no amendment annulling, waiving, changing, modifying or amending the provisions of these Protective Covenants shall be effective unless such amendment is approved in writing by the Plan Commission of the Town of Mukwonago, the Town Board and the Town

000035 OCT 28 2005

Attorney. Such amendment shall take effect upon the date of the recording thereof. Notwithstanding anything in Section 6.2 to the contrary, these Protective Covenants may be amended by the Developer alone in accordance with Section 1.2, subject only to the written approval thereof by the Plan Commission of the Town of Mukwonago, the Town Board of the Town and the Town Attorney.

ARTICLE 7. EASEMENTS.

7.1 Utility Easements. Developer hereby declares, creates and reserves easements over each Lot in the Subdivision for purposes of underground installation and maintenance of electric, gas, water, telephone, cable television lines, and such other utilities or lines and equipment as may be necessary or desirable to service Lots within the Subdivision ("Utility Easements"). The Utility Easements are shown on the Plat or on separate easement instruments recorded in the Waukesha County Register of Deeds. Developer further reserves the right to sign and record specific grants of easements to utilities or similar entities on standard terms and conditions, which easements shall in all cases be located as described or reserved on the recorded plat for the Subdivision or on a separate easement.

7.2 Drainage Easements and Drainage Detention Areas. Developer hereby declares, creates and reserves easements over certain areas in the Subdivision for purposes of drainage swales to aid storm water runoff and drainage and for the detention of stormwater (hereinafter referred to as "Drainage Easements"), and the detention areas are shown on the Plat as "Drainage Easement" (hereinafter referred to as "Detention Area"). The following restrictions and regulations shall apply to the Drainage Easements and the Detention Area as specified:

(a) The Association shall maintain and be responsible for the Drainage Easements and Detention Area in accordance with the approved Stormwater Facility Maintenance Schedule prepared by RSV Engineering, Inc. dated October 21, 2005 and on file in the offices of the Town as required by the Waukesha County Site Erosion Control and Stormwater Management Ordinance and as set forth in the "Stormwater Management Agreement" Notes on the final Plat.

000036 OCT 28 2008

(b) The Town is authorized to access the foregoing easements to conduct inspections of stormwater practices as necessary to ascertain that the practices are being maintained and operated in accordance with the approved stormwater management plan.

(c) Individual Lot owners over whose Lots the Drainage Easements run shall be responsible for short term maintenance such as cutting the grass on the Drainage Easements. The cost of any restoration, repair, cleaning, modification, refurbishing or long term maintenance of the Drainage Easements, however, shall be the responsibility of the Association.

7.3 Recreational or Other Easements. Declarant, or its successors and assigns, including the Board of Directors of the Association, shall have the right to (i) grant easements upon, over, through and across an Outlot (except for any part of an Outlot owned by the Town) or Common Areas as may be required for or by any type of utility services, including but not limited to, cable television or master antenna service, which easements may be granted to the Association or its nominee and as may be necessary for excavation and construction of any of the services to be provided by the easements; and (ii) grant easements, upon, over, through or across the Common Areas for ingress and egress to or from the Common Areas or for recreational purposes across the Common areas provided such proposed use would not have a material adverse impact on the Common Areas.

7.4 Vacant Lot Maintenance Easement. Declarant hereby declares, creates and reserves a vacant lot maintenance easement to the Town granting the Town the right (but not the obligation) to enter upon any vacant Lot in the Subdivision in order to inspect, repair or restore any part of the Lot the Town deems necessary so that the Lot is in compliance with all applicable provisions of the Town of Mukwonago Municipal Code. A vacant Lot shall include any Lot that does not have an occupied principal dwelling unit that is used for single-family purposes at the time of inspection, repair or restoration. All actual costs, including but not limited to professional fees, incurred by the Town in exercising its right to inspect, repair or restore the Lot, shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special assessment or a special charge by the Village.

000037 OCT 28 2008

ARTICLE 8. ASSOCIATION OF LOT OWNERS.

8.1 Home Owner's Association. The Developer has created a non-profit Wisconsin corporation to be known as Stone Brook Hollow Owners Association, Inc., referred to herein as the "Association," which corporation was formed for the purpose of maintaining any Subdivision entrance signs and landscaping and any other real estate for which the Association is responsible together with any other amenity that may be provided by the Developer or the Association from time to time. The Association will be for the entire subdivision, including all 99 lots and open space. The Association shall assess the pro rata share of the costs of such maintenance and other expenses of operation of the Association against the individual Lot Owners, in accordance with terms set forth in the Articles of Incorporation and Bylaws of the Association.

8.2 Membership and Voting. Each Lot Owner, whether one or more, shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of owners of the Lot (if more than one (1) the vote of a majority of the owners shall represent the vote of such Lot). Person(s) owning more than one (1) Lot shall have one (1) vote for each such Lot owned. Membership in the Association by a Lot Owner shall terminate at such time as such Owner sells or otherwise conveys or transfers such Lot.

8.3 Directors and Officers of the Association. The Developer shall have the right to appoint an initial board of up to three (3) directors of the Association, which directors shall serve as provided in the By-Laws. After the Developer has sold the final Lot in the Subdivision, subsequent directors will be elected as provided in the By-Laws of the Association. The officers of the Association will be elected annually by the Board of Directors.

8.4 Operating Budget. Commencing with the calendar year 2005 and for each year thereafter, the Association shall prepare and adopt an operating budget covering the period January 1st through December 31st of such year. The budget shall be prepared and adopted by the Board of Directors before the beginning of the subsequent year, and shall be mailed to each Lot Owner at least fourteen (14) calendar days prior to the annual meeting of the Association.

000038 OCT 28 08

In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, as contained in the annual budget, for the purposes of payment of costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment for taxes on any Association property, maintenance, repair, replacement and additions to subdivisions entrance monuments, landscaping, and storm water management areas and the cost of materials, management and supervision. Lot Owners agree to pay their annual assessments promptly. In the event of late payment or non-payment, The Association may assess late fees and or pursue any other remedies available by law including placing a lien against the Lot. Any costs of collection shall be paid by Lot Owner.

8.5 Tax Foreclosure. In the event Waukesha County or the Town of Mukwonago acquires title to any Lot in the Subdivision through the foreclosure of a lien for delinquent taxes, the Association assessments pertaining to such Lot shall not be charged to Waukesha County or the Town of Mukwonago, but shall be paid by all remaining Lot Owners through increased assessments by the Association.

8.6 Maintenance of Common Areas. Walking trails shall be constructed on part of the common areas of the Subdivision. Except for maintenance equipment/vehicles, the common area may not be used for motorized recreational vehicles, such as ATV's, snowmobiles, dirt bikes, etc., The Association shall, at its cost, maintain in good condition and repair, in accordance with the Landscape Plan submitted and approved by the Town of Mukwonago, all of the Common Areas, including all island areas in the streets of the Subdivision, all entrance areas of the Subdivision and any signage identifying Common Areas or the Subdivision, and all gazebos, play systems, trails and other amenities in the Common Areas. The Association will be responsible for all costs associated with the ongoing maintenance of controlling all invasive species and noxious weeds within the common area of the property. Further, the Association shall also be responsible for the maintenance of the Drainage Easements and Detention Area in accordance with the provisions of this Section 8.6, Section 7.2(a) and as set forth in the "Stormwater Management Agreement" Notes on the final Plat in accordance with the approved Stormwater Facility Maintenance Schedule prepared by RSV Engineering, Inc. dated October 21, 2005 on file in the offices of the Town.

000039 OCT 28 16

In the event the Association does not properly landscape or maintain the Common Areas, or properly maintain any signage or Drainage Easements and Detention Areas, the Town of Mukwonago may send written notice to the Association indicating that the Town has determined that the common areas, Drainage Areas, Detention Areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Town of Mukwonago will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the common area, Drainage Area, Detention Area and/or signage is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Town of Mukwonago shall then have the authority to landscape and/or maintain any such common area, Detention Area, Drainage Area and/or signage referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Town as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Town of Mukwonago, the charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

8.7 Ownership of Outlots. Each Lot shall have an appurtenant undivided ownership interest in the Outlots, the numerator of which shall be one and the denominator of which shall be the total number of Lots subject to these Protective Covenants, and as a result, each Lot owner shall be responsible for its proportionate share of taxes for the Outlots. All deeds and other conveyances of any Lot in the Subdivision shall be deemed to include such undivided interest in the Outlots. The Outlots are part of a Planned Unit Development approved by the Town of Mukwonago and shall forever be maintained as parks or open space pursuant to the zoning code of the Town. The density of the Planned Unit Development is contingent upon the perpetual care and maintenance of the Outlots by the appropriate persons or entities as set forth in these Protective Covenants.

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ARTICLE 9. MISCELLANEOUS

9.1 **No Reversion of Title.** No violation or breach of any covenant, condition, restriction or other term of these Protective Covenants shall cause a Lot Owner to lose title to a Lot.

9.2 **Enforcement.** Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of these Protective Covenants, either to restrain violation or to recover damages, or both. Any such action may be brought by the Association, any Lot Owner possessing a vote in the Association, the Developer or the Town. Enforcement of rules and regulations of the Association may also be accomplished pursuant to terms of the Association By-Laws. The Town shall have no obligation to enforce all or any portion of these Protective Covenants.

9.3 **Severability.** Invalidation of any of the provisions of these Protective Covenants by judgment or court order shall in no way affect any other provisions herein, which other provisions shall remain in full force and effect.

9.4 **Binding Effect.** These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the Developer, all Lot Owners and their heirs, successors, and assigns, and any party hereafter having any interest in any of the Lots in the Subdivision, for the full term of these Protective Covenants.

9.5 **Applicable Laws.** The Lot Owners are advised that they are subject to all rules, codes, regulations and ordinances of the Town, the County of Waukesha, the State of Wisconsin and the federal government and the same may be more restrictive than these Protective Covenants. In the event there is a conflict between the requirements of these restrictions and any provision of any Town, County, State or federal law or regulation, the more restrictive shall apply.

9.6 **Controlling Document.** If there is a conflict between any of the terms contained in these Protective Covenants, the conditions found in the Town of Mukwonago Order Granting a Conditional Use Permit and Prescribing Conditions to Construct a Planned Unit Development on the Property, or the Final Development Plan conditions, the more restrictive terms shall apply.

9.7 **Access for Construction Equipment.** Access for construction equipment used for construction on any Lot shall be from CTH NN.

000041 OCT 28 12

9.8 Notice Regarding Temporary Cul-de-sacs. The final plat specifies that some of the cul-de-sacs in the subdivision are temporary cul-de-sacs. Current planning documents indicate that a roadway will ultimately be connected across adjacent property to the temporary cul-de-sacs and that they will be through streets.

9.9 Notice Regarding Adjacent Agricultural Uses. At this time, farming operations take place on some of the property contiguous to the subdivision.

IN WITNESS WHEREOF, Developer has signed and sealed this instrument by its duly authorized representatives.

By: Stone Brook Hollow, LLC

By: [Signature]
Robert J. Korslin, Member

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

Personally came before me this 26th day of October, 2005, the above-named Robert J. Korslin, a Member of Stone Brook Hollow, LLC who executed the foregoing instrument and acknowledged the same as the act and deed of said entity.

[Signature]
Notary Public, Waukesha County, State of Wisconsin
My Commission: 5/18/08

DRAFTED By: NICHOLAS J. FLEMMA



000042 OCT 28 18

EXHIBIT A

Legal Description

Stone Brook Hollow First Addition Subdivision

(Attached)

000043 OCT 28 2

LEGAL DESCRIPTION

PART OF THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 17 AND PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 18 AND PART OF THE NE 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 19 AND PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 18 EAST, TOWN OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF THE NW 1/4 OF SECTION 17, THENCE S88°38'28"W, A DISTANCE OF 1323.54', A DISTANCE OF 1323.54' TO A POINT; THENCE S00°41'41"E, A DISTANCE OF 2330.04' TO A POINT; THENCE N55°25'37"W, A DISTANCE OF 10.45' TO A POINT; THENCE S63°09'39"W, A DISTANCE OF 140.32' TO A POINT; THENCE S28°00'48"W, A DISTANCE OF 85.08' TO A POINT; THENCE S01°59'12", A DISTANCE OF 117.55' TO A POINT; THENCE S18°51'15"W, A DISTANCE OF 47.73' TO A POINT; THENCE N88°18'04"E, A DISTANCE OF 86.99' TO A POINT; THENCE N01°59'12"W, A DISTANCE OF 143.84' TO A POINT; THENCE N28°00'48"E, A DISTANCE OF 44.15' TO A POINT; THENCE N63°09'39"E, A DISTANCE OF 156.30' TO A POINT; THENCE N88°18'04"E, A DISTANCE OF 1042.02' TO A POINT; THENCE S01°01'58"E, A DISTANCE OF 2254.13' TO A POINT; THENCE N88°48'45"E, A DISTANCE OF 227.25' TO A POINT; THENCE S01°08'51"E, A DISTANCE OF 658.24' TO A POINT; THENCE N88°24'33"E, A DISTANCE OF 1331.68' TO A POINT; THENCE N01°11'05"W, A DISTANCE OF 2626.61' TO A POINT; THENCE N00°33'35"W, A DISTANCE OF 839.79' TO A POINT; THENCE S88°40'37"W, A DISTANCE OF 200.00' TO A POINT; THENCE N00°33'35"W, A DISTANCE OF 610.00' TO A POINT; THENCE N88°40'37"E, A DISTANCE OF 80.55' TO A POINT; THENCE N00°33'24"W, A DISTANCE OF 830.47' TO A POINT; THENCE S88°41'00"W, A DISTANCE OF 1215.92' TO A POINT; THENCE N00°40'40"W, A DISTANCE OF 364.32' TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 229.16 ACRES MORE OR LESS.

000044 OCT 28 2008

EXHIBIT B

Subdivision Plat

Stone Brook Hollow First Addition Subdivision

(Attached)