D6
#111

000167

| 1103465 | Declaration of Restriction for Audubon Park |
|---|---|
| Document Number | Document Title |

RECEIVED FOR RECORD
at 11:25 o'clock A M

DEC 0 6 2002

Register of Deeds
Jefferson County, WI

Recording Area

Name & Return Address

Attorney Robert B Peregrine
Peregrine & Roth S.C.
633 W. Wisconsin Ave.
Milwaukee WI 53203-1960

012-0814-2213-000
Parcel Identification Number (PIN)

FIDELITY LAND TITLE, LTD.
309 SOUTH MAIN STREET
P.O. BOX 404
JEFFERSON, WI 53549
PHONE: (920) 674-3913 FAX: (920) 674-5532
www.thelandoffice.com

FINAL
12/20/02

This information must be completed by submitter: document title, name & return address, and PIN number (if required). Other information such as the granting clause, legal description, etc. May be placed on this first page of the document or may be placed on additional pages of the document. NOTE: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517.WRDA 2/96

PAGE 02/28
STONEWOOD COMPANIES
2625/294

000168

# DECLARATION OF RESTRICTIONS FOR AUDUBON PARK

Drafted by and return to:

Attorney Robert B. Peregrine
Peregrine & Roth, S.C.
633 West Wisconsin Avenue
Milwaukee, WI 53203-1960

Tax Key No. 012-0816-2213-00

**WHEREAS,** Audubon Park of Ixonia, LLC, a Wisconsin limited liability company, hereafter "Developer," is the owner of "*Audubon Park*," a residential subdivision located in the Town of Ixonia, Jefferson County, Wisconsin; and

**WHEREAS,** *Audubon Park* consists of the real estate described in Exhibit A attached hereto; and

**WHEREAS,** Developer desires to establish a general plan for the use, occupancy, and enjoyment of *Audubon Park*, which plan shall be binding upon all purchasers of lots in said subdivision and their successors and assigns;

**NOW, THEREFORE,** the following restrictions are hereby adopted for *Audubon Park*, said restrictions to constitute covenants running with the land:

**1. GENERAL PURPOSES.** The purpose of this Declaration is to ensure the best use and most appropriate development of the lots in *Audubon Park*; to protect purchasers thereof against such use and development of surrounding lots as will detract from the quality of their lots; to prohibit the erection of poorly designed or proportioned structures; to prohibit haphazard and inharmonious improvements; to ensure the use of harmonious materials and color schemes; to ensure the erection of attractive homes in appropriate locations; and to ensure the observance of proper setbacks from streets and adequate space between structures; all thereby to preserve and enhance the value of the investments made by said purchasers.

**2. MUNICIPAL CODES AND ORDINANCES BINDING.** The owners of all lots in *Audubon Park* shall comply with all applicable codes and ordinances of the Town of Ixonia, hereafter "Town," and Jefferson County, hereafter "County."

**3. BUILDING RESTRICTIONS.**

**A. Residential Use.** No lot or any structure on a lot shall be used other than for residential purposes. No business shall be allowed to operate on or from any lot.

A doctor, dentist, lawyer, insurance broker, artist, music teacher, or person engaged in a similar professional pursuit may use a room in a dwelling as an office or studio provided that no advertising signs shall be displayed. Developer or its agents may occupy a dwelling for the purpose of operating a model home and/or sales center.

**B. Building Limitations; Setbacks.** No dwelling shall exceed two (2) stories in height, not including an exposed basement. The minimum floor area of the dwelling shall be as follows: if one (1) story, 1,400 square feet; if two (2) stories, 1,000 square feet on the first floor. All garages shall be attached. No garage shall contain less than two (2) parking bays. Garages shall not be included when computing square footage of the dwelling. All setbacks shall be in accordance with Town and County zoning requirements.

**C. Outbuildings.** Not more than one (1) outbuilding, shed, or similar accessory building, not exceeding 200 square feet, shall be allowed to be erected or placed on any lot. Use of such building shall be restricted to storage. Such building shall be architecturally consistent in quality, material, character, and appearance with the dwelling erected on the lot. No additional exterior construction, even if the same be attached to the dwelling, shall be permitted without the advance written approval of the Architectural Control Committee.

**D. Signs.** Unless waived in advance by the Architectural Control Committee, no sign of any kind shall be displayed to the public view on any lot except a "For Sale" sign used by the builder or owner and, in the case of a builder, only signs of Developer or its assigns shall be permitted. Developer may erect one or more permanent entrance signs and temporary advertising signs.

**E. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, or other household pets provided that they are not raised, bred, or kept for any commercial purpose.

NO City Plu - owners have out. 2-369-3070 Onyx Residential Extention

**F. Trash Removal.** No lot shall be used as a dumping ground for trash. Trash, garbage, or other waste shall be kept in clean and sanitary containers pending disposal thereof. Each lot owner shall provide for trash removal on a regular basis.

**G. Parking.** No disabled motor vehicles and no boats, trailers, campers, or recreational vehicles shall be stored on any lot or on any street within *Audubon Park* for more than a period of twenty-four (24) hours unless a permit is obtained from Town.

**H. Fences and Walls.** No boundary or other fences and no walls shall be erected, placed, or altered on any lot without the advance written approval of the Architectural Control Committee.

**I. Driveways.** All driveways shall be constructed with asphalt, concrete, or other material as approved in advance in writing by the Architectural Control



PAGE 04/20 STONEWOOD COMPANIES

Committee. Driveway construction must be completed not later than nine (9) months following commencement of occupancy.

**J. Landscaping.** All yards shall be landscaped and fine graded and seeded and/or sodded within four (4) months of occupancy of the dwelling, weather permitting, and, if not, then not later than eight (8) months following commencement of occupancy.

**K. Satellite Dishes.** No satellite dishes greater than 18 inches in diameter nor any antennas shall be installed on the exterior of the dwelling or in any yard area.

**L. Time of Construction.** Unless the time be extended by the Architectural Control Committee, all construction shall be substantially completed within twelve (12) months following commencement of construction. Construction shall be deemed to have commenced upon excavation.

**M. Grading.** Each lot owner must strictly adhere to and finish grade said owner's lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Town Engineer on file in the office of the Town Clerk. Developer and/or 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, and/or correction of any drainage condition and the lot owner shall be responsible for the cost of the same.

**N. Outdoor Lampposts.** At the time of construction of each dwelling, buyer shall install an approximately six (6) foot high, black, driveway lamppost with a Thomas exterior light fixture SL9474-1 to go on at dusk and off at dawn. The bulb may be sodium, quartz, or fluorescent, but if incandescent shall be at least 75 watts. Said lamppost shall located ten (10) feet from the front lot line and six (6) feet from the driveway on either side thereof and shall be maintained by the lot owner. If any lot owner shall fail to do so, the Association, hereinafter defined, shall perform any necessary repairs. The cost thereof shall be assessed to the lot owner and shall be payable within ten (10) days after the date of assessment.

BH will provide & install

**4. OUTLOTS.** Each lot owner shall have an equal, undivided interest in all outlots, open space, and common areas. No such areas shall have a separate tax assessment.

**5. HOMEOWNERS ASSOCIATION.**

**A. Establishment.** Developer hereby establishes an unincorporated homeowners association to be known as "*Audubon Park Homeowners Association*," herein "the Association." The Association shall be managed by the Committee as hereinafter provided. Each lot owner shall be a member of the Association.

(on paperwork due at closing)

**B. Initial Assessment.** The Association shall receive an initial payment of $100 from the owner(s) of each lot at the time of initial purchase of the lot, within *Audubon Park.*

**C. Common Areas.** The Association shall maintain all outlots, open space, and common areas, hereafter collectively "the Common Areas," within *Audubon Park* as from time to time required, including, without limitation, Outlot 1 (storm water management pond), Outlot 2 (wetlands), the landscaping on the median break and boulevard at the entrance to *Audubon Park*, the storm sewer system, any sanitary sewer and other easement areas, and planting areas in the easement area of all lots abutting the west side of River Valley Road. The Association shall maintain all signage identifying *Audubon Park* and any lighting located in the Common Areas. Should the Association neglect to perform any such maintenance, Town and/or County may send written notice to the Association indicating that Town and/or County intends to perform any such maintenance not undertaken by the Association within not less than seven (7) days after the Association's receipt of said notice. Should the Association fail to so perform, Town and/or County shall be authorized to undertake said maintenance and charge the owner(s) of each lot on a pro rata basis for any costs so incurred by Town and/or County. Said costs shall be assessed as special charges. If such charges are not paid by any lot owner(s) within the period fixed by Town and/or County, such charges shall become a lien upon the lot owned by such owner(s)

**D. Governing Committee.** The Association shall be governed by a three (3) member committee, herein "the Committee," which shall be solely responsible for managing the activities and affairs of the Association. The initial members of the Committee shall be Richard J. Bickler, Michael J. Bickler, and Vilas Scott. In the event that any member of the Committee shall resign or otherwise cease to act prior to the time when all of the lots in *Audubon Park* have been sold by Developer, such member's successor shall be designated by Developer.

**E. Election of Committee Members.** When all of the lots in *Audubon Park* have been sold by Developer, each member of the Committee shall be a lot owner or a duly designated officer or other member of a lot owner and shall be elected by the lot owners at a meeting called for said purpose. The owner(s) of each lot shall be entitled to vote in person or by written proxy, such owner(s) having one (1) vote for each lot owned. Each member so elected shall serve a term of two (2) years. If any elected member shall die, resign, be unable to serve, or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election.

**F. Meetings.** Except as hereinafter provided, all meetings of the Committee shall be held in Jefferson County, shall be open to all members, and shall be held upon not less than three (3) days' prior written notice to all members given by personal delivery or regular mail. Two (2) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote. Meetings of the Committee for purposes of exercising the duties of the Architectural Control Committee shall not be open to all members and need not be preceded by notice to members.



PAGE 06/20 SUNELWOOD COMPANIES

**G. Duties.** The Committee shall provide for the maintenance, repair, and replacement of the Common Areas; maintain all storm water facilities and any retention and detention basins, including, without limitation, periodic dredging and cleaning of storm water facilities to assure adequate performance; establish dates and procedures for the election of members of the Committee; and promulgate operating procedures for the conduct of the activities and affairs of the Association and the Committee. The Committee shall also exercise all duties herein granted to the Architectural Control Committee.

**H. Powers.** The Committee shall have the power and authority to cause the Common Areas to be maintained, repaired, replaced, landscaped and kept in good, clean, and attractive condition; to enter into contracts and employ agents, attorneys, or others for purposes of discharging its duties and responsibilities; to levy and collect general and/or special assessments as hereinafter provided; and to exercise all duties herein granted to the Architectural Control Committee.

**I. Assessments.** In addition to the aforesaid initial assessment, the Committee shall levy and collect general and/or special assessments as follows:

(a) The owner(s) of each lot shall be subject to an annual general assessment for the purpose of defraying the costs of maintaining and administering the Common Areas. Such assessment shall be a pro rata share (one (1) share per lot) of the costs incurred or anticipated to be incurred by the Association in performing its duties. Said costs shall include, without limitation, taxes, if any; insurance, repairs, replacement, and additions to improvements made to the Common Areas; labor, materials and equipment and the cost of management and supervision thereof; and the costs of the Association reasonably incurred in conducting its activities and affairs and in enforcing the provisions of this section. The Committee is empowered to levy special assessments against all lots for the actual expense of work performed by the Association in the Common Areas.

(b) All Assessments, general or special, shall be approved in advance at a duly convened meeting of the Committee.

(c) Written notice of a general or special assessment shall be furnished to each lot owner subject to the assessment by personal delivery or by certified mail, return receipt requested, addressed to the owner's last known address. In the case of any lot owned by more than one person or entity, notice furnished to one such owner shall be deemed furnished to all such owners. Each of multiple lot owners shall be jointly and severally liable for the assessment.

(d) All assessments, general or specific, shall be due and payable in the form and manner designated by the Committee in the notice within thirty (30) days after the date of mailing or the date of delivery of the notice, as the case may be.



PAGE 07/20

(e) Any assessment which is not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid. Such assessment and accrued interest shall constitute a lien against the lot against which it was assessed until paid in full and shall be the personal liability of the owner(s) of the lot.

(f) The Committee may record an instrument with the register of deeds giving notice of a lien for any unpaid assessment and, upon payment or satisfaction of the amount due, shall record an instrument releasing any such recorded lien notice.

(g) Upon application by any lot owner, any member of the Committee may, without calling a meeting of the Committee, provide a statement in recordable form certifying that the signer is a duly serving member of the Committee and setting forth the existence of any unpaid assessments or other amounts due the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due the Association.

(h) Any lien for a general or special assessment may be foreclosed by a suit brought by the Association in a like manner as the foreclosure of a mortgage on the lot. The Association may, in addition, collect the general or special assessment by a lawsuit personally against the lot owner(s). In either case, the lot owner(s) shall be liable for all court costs and reasonable attorney's fees incurred by the Association in collecting the amounts owed.

(i) Notwithstanding anything hereinbefore contained to the contrary, Developer shall not be liable for any general assessments nor shall the Town of Ixonia, Jefferson County or any successor municipality be liable for any such special assessments in the event that the County or Municipality becomes the owner of any lot by reason of foreclosure.

**J. Exculpation; Indemnification.** No member of the Committee shall be liable for any good faith action or inaction in discharging his or her duties hereunder, even if such action or inaction be due to mistaken judgment or negligence of said member or any agent of the Committee. The Association shall indemnify and hold each member of the Committee harmless from any and all costs and expenses, including reasonable attorney fees, incurred by such member in connection with any suit or other action relating to the performance of his or her duties hereunder.

**K. No Waiver.** The failure of the Association or the Committee to enforce any provisions herein contained upon the violation thereof shall not be deemed to be a waiver of the right to do so at any future time or an acquiescence in any subsequent violation.

## 6. ARCHITECTURAL CONTROL COMMITTEE.

**A. Composition.** The Architectural Control Committee shall be composed of the persons designated in Article 5D or Article 5E, as the case may be.

**B. Architectural Approval.** No dwelling, garage, outbuilding, or other structure shall be erected or placed on any lot within *Audubon Park* nor shall the exterior of any such structure be in any manner remodeled or otherwise improved until the plans and specifications for such work and, when applicable, a plan showing the location of the structure on the lot shall have been approved by the Architectural Control Committee in writing as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finish grade elevation, and/or compliance with the provisions of this Declaration.

**7. DEVELOPER AND ASSOCIATION EASEMENTS.** Developer and its assigns and the Association shall have an irrevocable right and perpetual easement to enter when necessary upon all lots to maintain and make repairs and replacements to the Common Areas, sewers, and utility installations.

**8. EASEMENTS; SUBORDINATION.**

**A. Utility and Municipal Easements.** Developer, the Association, and/or their assigns reserve the right at any time to grant easements to Town and/or County or any utility providing for access over and across the outlots and all lots in *Audubon Park* for the purpose of installing and maintaining sewer, drainage, and utility facilities at any time.

**B. Easements Benefiting Adjacent Real Estate.** Developer and/or its assigns reserve the right at any time, without charge, to grant easements to the owner(s) of any lots in, or any portion of, the adjacent real estate described in Exhibit B attached hereto (consisting of approximately forty (40) acres) for the following purposes: including, but not limited to, ingress and egress to and from said real estate over and upon the roadways and/or easement areas located in *Audubon Park*; connection to sewers and utilities located within *Audubon Park*; and/or such other purposes and uses as may facilitate or enhance the development of said real estate for subdivision purposes.

**C. Automatic Subordination.** All conveyances of lots by Developer and any mortgages thereon shall automatically be subordinated to any of the aforedescribed easements, then existing or future, without the necessity of any owner and/or any holder of any mortgage joining in the instrument granting such easements.

**D. Interference Prohibited.** No structure, planting, or other materials shall be placed or be permitted to remain which may damage or interfere with the installation and/or maintenance of any of the aforedescribed facilities, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The easement areas within any lot and all improvements therein shall be maintained by the lot owner unless a public authority or utility is responsible for such maintenance.

**9. STANDPIPE.** There is a standpipe extending from the storm water management pond on Outlot 1, through the easement area encumbering Lots 56 and 57 (as more

particularly depicted in Exhibit C attached hereto) to the right-of-way on the west side of Audubon Park Drive to supply water at the road for fire-fighting purposes. The standpipe shall be maintained by the Association as part of the Common Areas. Developer, firefighters, the Association, and their agents shall have access to the easement area when necessary for purposes of accessing the pond and maintaining the standpipe. The owners of Lots 56 and 57 shall maintain the surface of the easement area at their expense.

**10. ENFORCEMENT.** Except as otherwise provided herein, the restrictions and covenants herein contained may be enforced by any lot owner by proceedings at law or in equity against any person(s) violating or proposing to violate the same, either to recover damages or to restrain violation.

**11. DURATION.** The restrictions and covenants herein contained shall run with the land and be binding upon all persons and entities having any interest in any of the lots within *Audubon Park* and their successors and assigns for a period of thirty (30) years from the date of recording of this Declaration unless extended by amendment as hereinafter provided.

**12. AMENDMENT.** This Declaration may be amended at any time by a written instrument setting forth the change which has been executed by the owners of at least sixty-six and two-thirds percent (66-2/3%) of the lots in *Audubon Park* and upon recording thereof in the office of the Register of Deeds for Jefferson County. So long as Developer owns any lot in *Audubon Park*, Developer's consent to the change is essential for its validity, such consent to be evidenced by execution of said instrument by Developer. Notwithstanding the foregoing, so long as Developer owns any lot in *Audubon Park*, Developer shall have the absolute right, acting alone:

(i) to amend the restrictions contained herein if requested by Town and/or County or any other governmental agency; and/or

(ii) to amend the restrictions contained herein if the proposed amendment concerns matters relating to the development of *Audubon Park* and is, in Developer's sole discretion, in the best interests of *Audubon Park*.

**13. CONFLICTS.** Developer, its successors and assigns, and all persons or entities hereafter having any interest in any of the lots within *Audubon Park*, are subject to all federal, state, and local rules, codes, regulations, and ordinances which may be more restrictive than the restrictions herein contained. In the event of a conflict, the more restrictive provision shall control.

**14. SEVERABILITY.** The invalidity of any provision herein contained shall in no way nullify or affect any other provision which shall remain in full force and effect.

**15. PLAT OF SUBDIVISION.** A copy of the plat of *Audubon Park* showing the location of Lots 1 to 64, inclusive, and Outlots 1 and 2 is attached hereto as Exhibit C.

**IN WITNESS WHEREOF,** Developer has caused this Declaration to be executed by its duly authorized signatory this 31st day of October, 2002.

**AUDUBON PARK OF IXONIA, LLC,**
a Wisconsin limited liability company

By: _____
Michael J. Bickler, a duly authorized signatory

STATE OF WISCONSIN )
) ss.
WAUKESHA COUNTY )

Personally came before me this 31st day of October, 2002, the above named Michael J. Bickler, a duly authorized signatory of Audubon Park of Ixonia, LLC, a Wisconsin limited liability company, to me known to be an agent of said limited liability company and to me known to be the person who executed the foregoing instrument on behalf of said limited liability company being duly authorized so to do.

_____
Robert B. Peregrine
Notary Public, State of Wisconsin
My commission is permanent.

000180

| 1103466 | Amendment #1 to Declaration of Restrictions for Auditor Park |
|---|---|
| Document Number | Document Title |

RECEIVED FOR RECORD
at 11:25 o'clock A M

DEC 0 6 2002

Register of Deeds
Jefferson County, WI

Recording Area

Name & Return Address

Attorney Robert B Peregrine
Peregrine & Roth, S.C.
633 W. Wisconsin Ave.
Milwaukee, WI 53203-1960

012-0811e-2213-000
Parcel Identification Number (PIN)


FIDELITY LAND TITLE, LTD.
309 SOUTH MAIN STREET
P.O. BOX 404
JEFFERSON, WI 53549
PHONE: (920) 674-3913 FAX: (920) 674-5532
www.thelandoffice.com



This information must be completed by submitter: document title, name & return address, and PIN number (if required). Other information such as the granting clause, legal description, etc. May be placed on this first page of the document or may be placed on additional pages of the document. NOTE: Use of this cover page adds one page to your document and $2.00 to the recording fee, Wisconsin Statutes, 59.517. WRDA 2/96


PAGE 15/

COMPANIES

# AMENDMENT #1 TO DECLARATION OF RESTRICTIONS FOR AUDUBON PARK

Audubon Park of Ixonia, LLC, the owner of all lots in Audubon Park Subdivision (the "Subdivision") pursuant to the authority contained in Paragraph 11 of the Declaration of Restrictions for Audubon Park (the "Declaration") hereby amends the Declaration for Audubon Park as follows:

1. The term "Developer" as used in the Declaration shall mean and shall include for all purposes Audubon Park of Ixonia, LLC ("Audubon Park") and Brookstone Homes, Inc. ("Brookstone"). Brookstone shall have all of the rights of the Developer as to any lots in the Subdivision owned by Brookstone or any lots in the Subdivision which Brookstone has the right to purchase.

2. Paragraph 3.B. shall be amended to read as follows:

Building Limitations; Setbacks. No dwelling shall exceed 2 stories in height, not including an exposed basement. The minimum floor area of the dwelling shall be as follows: [redacted] 1,400 square feet; if 2 stories, 1,600 square feet with a minimum of 830 square feet on the first floor; if a bi-level, 1,400 square feet with a minimum of 1,000 square feet of living area on the main level; if a split level (3 or more levels), 1,400 square feet with a minimum of 1,100 square feet on the two upper levels. On Lots 19 through 29 and 42 through 60, where an exposed or partially exposed lower level is possible, there shall be a minimum of 1,400 square feet of living area with at least 1,330 square feet of living area on the main floor. All garages shall be attached. No garage shall contain less than 2 parking bays. Garages shall not be included when computing square footage of the dwelling. All setbacks shall be in accordance with town and county zoning requirements.

FINAL 12/20/02.

3. Paragraph 3.D. shall be amended to read as follows:

Signs. Unless waived in advance by the Architectural Control Committee, no sign of any kind shall be displayed to the public on any lot except a "for sale" sign by the lot owner or the Developer. The Developer may also display advertising signs on any lot which it owns in the Subdivision

4. Paragraph 3.E. shall be amended to read as follows:



PAGE 16/20 STONEWOOD COMPANIES 2623672974

Animals. No more than three (3) domestic pet animals (dogs, cats, or other household pets) shall be kept on any lot. No other animals, livestock, or poultry shall be raised, bred, or kept on any lot. Commercial animal boarding, breeding, kenneling, or treatment is expressly prohibited whether for fee or not. Kennels are expressly prohibited.

5. Paragraph 3.G. shall be amended to read as follows:

Parking. The parking of commercial or service vehicles in the Subdivision or on any lot in the Subdivision is prohibited unless such vehicles are kept in garages with the doors closed. No disabled motor vehicles, boats, trailers, campers, trucks larger than ¾ ton pickups, mobile homes, or recreational vehicles shall be parked on any street in the Subdivision or stored on any lot in the Subdivision for more than 24 hours. No motor vehicle, boat, snowmobile, trailer, camper, or recreational vehicle shall be stored or kept on any lot except if it is kept within the garage of the home constructed on the lot with the garage door closed. No vehicles under repair or considered by the Developer or the Architectural Conrol Committee to be unsightly shall be allowed in the Subdivision except if stored in a garage with the garage door closed.

6. Paragraph 3.J. shall be amended to read as follows:

Landscaping. All yards shall be fine graded and seeded and/or sodded within six months of occupancy unless weather disallows, in which case each yard must be completed as soon as reasonably possible after such six months. Each lot owner shall be responsible for keeping streets clear of dirt, mud, and all other landscaping materials as well as for any damage to sidewalks, driveways, aprons, curbs, and fences caused by landscaping.

7. Paragraph 3.M. shall be amended to read as follows:

Grading. All lot owners must strictly adhere to and finish grade their lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Town Engineer on file in the office of the Town Clerk. This includes, but it is not limited, to alterations to swales and/or easement areas, erosion controls, and patterns of storm and surface water drainage that may affect the lot or other lots within the Subdivision. Developer and/or 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, and/or correction of any drainage condition and the lot owner shall be responsible for the cost of same.

8. New Paragraph 3.O. shall be added as follows:



PAGE 17/20
STONEWOOD COMPANIES

Erosion Control. The owner of each lot shall maintain erosion control apparatus including but not limited to silt fencing, geotextile fabric, and hay bales until the time that vegetative cover is established to an extent that soils are stabilized and erosion and sedimentation do not originate from the lot. Each lot owner shall be responsible for the installation, maintenance, repair, and removal of silt fencing and other erosion control apparatus. If the owner of any lot shall fail to maintain the erosion control apparatus, enforcement of erosion control measures may be pursued by any lot owner, Developer, State of Wisconsin Department of Natural Resources, or the Town of Ixonia in accordance with Section 9 of these covenants and restrictions and in accordance with applicable laws and regulations.

9. Paragraph 5.A. shall be amended to read as follows:

Establishment. Developer hereby establishes an unincorporated homeowners association to be known as "Audubon Park Homeowners Association" (the "Association"). The Association shall be managed by Audubon Park until Audubon Park and Brookstone no longer hold title to any lots in the Subdivision. Any lots owned by Audubon Park and/or Brookstone shall not be included in the Association and neither shall be a member of the Association. At such time as Audubon Park and Brookstone transfer title to the lots which they own in the Subdivision, such lots shall become a part of the Association and those persons holding title to such lots shall become members of the Association. Neither Audubon Park nor Brookstone shall be liable for or shall be obligated to pay the annual assessments of the Association.

10. Paragraph 5.B. shall be amended to read as follows:

Initial Assessment. The Association shall receive an initial payment of $100 from the owner of each lot (other than Audubon Park and Brookstone) at the time of initial purchase of the lots within the Subdivision.

11. Paragraph 5.D. shall be amended to read as follows:

Governing Committee. At such time as Audubon Park and Brookstone no longer hold title to any lots in the Subdivision, the Association shall be governed by a three member committee (the "Committee") which shall be solely responsible for managing the activities and affairs of the Association. The Association shall adopt such rules and bylaws for the operation of the Association as the members shall so elect.

12. Paragraph 5.E. shall be amended to read as follows:

Election of Committee Members. At such time as Audubon Park no longer manages the Association, each member of the Committee shall be a lot owner or a duly designated officer or other member of a lot owner and shall be elected by the lot owners at a meeting called for said purpose. The owner of each lot shall be entitled to one vote in person or by written proxy, such owner having one vote for each lot owned. Each member so elected shall serve a term of two years. If any elected member shall die, resign, be unable to serve, or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election.

13. Paragraph 6.A. shall be restated to read as follows:

Composition. The Architectural Control Committee shall be a representative appointed by Brookstone. At such time as Audubon Park or Brookstone no longer hold title to any lots in the Subdivision, the Architectural Control Committee shall be composed of those persons designated in paragraph 5.D.

14. Paragraph 11 shall be restated to read as follows:

Amendment. So long as Brookstone owns any lots in the Subdivision, it may amend these Covenants and Restrictions at any time with the consent of the Town of Ixonia, which consent will not be unreasonably withheld. Any amendment so made shall be binding upon recording of the amendments at the office of the Register of Deeds for Jefferson County, Wisconsin. At such time as Brookstone no longer holds title to any lots in the Subdivision, these Covenants and Restrictions may be amended at any time upon the approval by two-thirds of the then owners of the lots.

Dated this 31st day of October, 2002.

AUDUBON PARK OF IXONIA, LLC

By: _____
Michael J. Bickler, Member Manager

STATE OF WISCONSIN )
: ss
COUNTY OF WAUKESHA )

Personally came before me this 31st day of OCTOBER, 2002, the above-named Michael J. Bickler to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
Notary Public, Waukesha County, Wisconsin
My Commission is permanent ~~or expires~~ _____

I:\ATTY\BRINEY\Brookstone\2002\Docs\Audubon Park And Declaration 102802.doc

Drafted by Atty Bruce M. Briney



PAGE 19/20 STONEWOOD COMPANIES 2623672974