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Document Number

AMENDED BY-LAWS AND BUILDING RESTRICTIONS OF WATERVILLE LAKE HOMEOWNERS ASSOCIATION, INC.

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REGISTER OF DEEDS

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RETURN TO

Attorney Peter J. Plaushines
PO Box 558
Waukesha, WI 53187

(This amendment of by-laws supersedes the Amended By-Laws of Waterville Lake Homeowners Association, Inc. dated June 8, 1995 and recorded in the office of the Register of Deeds on June 15, 1995, Reel 2078, Image 1766.)

WHEREAS, Lawrence A. Wolf and Lucylle M. Wolf, herein referred to as the Developers, created a non-profit corporation known as Waterville Lake Homeowners Association, Inc., hereinafter referred to as the Association for the purpose of rendering the services and making the improvements herein authorized for the common benefit and enjoyment of the owners of lands fronting on Lake Waterville (described on Exhibit A, attached) who join in this agreement.

NOW, THEREFORE, Waterville Lake Homeowners Association shall have the authority to maintain and improve Lake Waterville by any means necessary authorized by its directors, including, without limitation, the authority to control and remove weeds, control and eliminate pollution, maintain and improve the dam, and maintain the lake level. The owner or owners of each lot who join in this agreement, their successors and assigns, shall be members of the Association and shall be entitled to one vote for each lot. Such membership shall pass with the transferring of title to each lot.

The members of the Association shall pay their prorated share of such costs, that is to say, one equal share for each lot. An assessment per lot shall be levied at an annual meeting based upon a budget to be prepared and submitted by the Board of Directors of the Association to the members at such meeting. Members shall be notified of such assessment within 10 days after the assessment is made and such assessment shall be payable within 30 days after notices of such assessment are mailed to the members.

The owner or owners of each lot shall be collectively entitled to one vote for each lot and such vote may be cast by any one or more of the owners of a lot present or represented at the meetings of the Association.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. Such assessment shall also be the personal obligation of the owner of the lot at the time said assessment becomes delinquent, and shall remain the personal obligation of said owner for the statutory period.

If the assessment is not paid within 90 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12% per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment, the costs of preparing and filing the complaint in such action and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

The Association shall, upon demand at any time, furnish to any lot owner a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

These covenants and agreements shall be construed as covenants running with the land, unless amended by 2/3 vote of its members.

ARTICLE I

1.01 Membership/Building Restrictions. The members shall be the owner or owners of lots fronting on Lake Waterville in the Town of Summit, Waukesha County, Wisconsin. Improvements on the lots are subject to the building restrictions contained in this agreement, as amended.

ARTICLE II

2.01 Building Restrictions (Amended).

1) DEFINITION OF LOT: Wherever the word lot is used herein, it is defined to mean a parcel of land defined by certified survey recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

2) LAND USE AND BUILDING TYPE: No lot shall be used, except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage for not more than three cars.

In addition to the single family dwelling, and attached private garage for not more than three cars, subject to the approval of the Architectural Control Committee, and, if applicable, Waukesha County, Town of Summit, and State of Wisconsin, one additional garage used for the storage of boats and related marine equipment may be permitted.

The one additional garage shall be a minimum size of one (1) stall (of at least 200 square feet) with a maximum size of three (3) stalls (not more than 800 square feet.)

In that it is the intent of this amended provision to allow for the building of an architecturally pleasing detached structure to conceal the marine equipment and clutter

associated with lake living. The size, character, and location of these structures must be designed with that intent.

The additional garage should be designed with the same architectural flavor as the existing single family residence. The siding should be the same material and color as the existing house. The roof pitch should be the same and the shingles should match the house. Care should be taken to site the building in the least conspicuous location, keeping in mind the intent to not block the neighbor's view of the lake, and, if possible, to place it in such a manner so as to not obscure the house from the street. Landscaping plantings should be located near the building to soften its appearance and help conceal the structure.

3) ARCHITECTURAL CONTROL: No building or fencing shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation and setback, front, back and side. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the building minimum setback lines unless similarly approved. Approval shall be as provided below.

4) DWELLING SIZE: The ground floor area of the main structure, exclusive of open porches and garages and breezeways, shall not be less than 1800 square feet exterior measurement, for a one story dwelling, nor less than 1400 square feet for a dwelling of more than one story.

5) GARAGE NECESSARY: A minimum of a two car garage must be constructed for each residence and said two car garage must attach or touch upon some portion or part of said residence.

6) DWELLING LOCATION: All dwellings and accessory buildings shall be located on its lot so as to comply with the provisions of the zoning ordinance of the Town of Summit, and in any event no dwelling shall be located on any lot nearer than 50 feet to the lakeshore. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. That prior to commencement of structures of any kind, the Architectural Control Committee must approve all setback lines and all construction in writing. Said Committee is further granted control over construction of piers and any other structures extending into or on the water and written consent must be approved prior to commencement of construction as to length, width and location.

7) LOT AREA AND WIDTH: All dwellings and buildings must be constructed on lots pursuant to the Zoning Ordinance of the Town of Summit.

8) PIERS: No pier may extend more than 30 feet from the lakeshore and no part of said pier shall be wider than 18 feet.

9) NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhoods.

10) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

11) SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12) LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

13) GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

14) WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Wisconsin and the Town of Summit. Approval of such system as installed shall be obtained from such authority.

15) SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Wisconsin and the Town of Summit. Approval of such system as installed shall be obtained from such authority and approval as to position of the sewage system must be obtained from the Town of Summit authority. That at the time of application for building permit, each lot owner shall provide a percolation test taken on said lot, showing a result acceptable to the Building Inspector of the Town of Summit and in compliance with the standards established by the Town as well as the standards of the Wisconsin Department of Health and that said sewage disposal facility shall be located only in areas on said lot approved by said Building Inspector on the basis of said percolation tests.

16) ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall consist of three members elected by the owners of the improved lots, each improved lot to have one vote. A majority of the committee may designate a representative to act for it.

17) PROCEDURE - RE: ARCHITECTURAL CONTROL COMMITTEE: The Committee's approval or disapproval as required in the covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days

after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

18) DAM MAINTENANCE: The above described premises are subject to the provisions of Section 60.29(29) of the Wisconsin Statutes which authorizes the Town Board of the Town of Summit to repair and maintain the dam maintaining the level of Waterville Lake and assess the cost to the lake frontage lots in proportion to the benefits conferred.

19) TERMS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them and said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a two-thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE III

3.01 Annual Meetings. Annual meetings of the members shall be held in Waukesha County, Wisconsin at such time and place as may be designated by the Board of Directors.

3.02 Special Meeting. Special meetings of the members for any purpose or purposes may be called by the President or the Board of Directors or by the written request of one-half of the members entitled to vote at the meeting; such meeting shall be held in the place designated in the notice of such meeting in Waukesha County, Wisconsin.

3.03 Notice of Meeting. Written notice stating the place and hour of the meeting and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be either delivered personally, by mail, or to the newspaper receptacle of each lot, not less than one week before the date of the meeting, by or at the direction of the President or Secretary or other officer or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member with postage thereon prepaid to the last known place of residence, which shall be deemed to be on Lake Waterville unless the member has notified the Secretary of the Association in writing of some other mailing address.

3.04 Quorum. A majority of the members entitled to vote represented in person or by proxy shall constitute a quorum at a meeting of members. If a quorum is present, the affirmative vote of the majority of the memberships represented at the meeting and entitled to vote on the subject matter shall be the act of the Association. If there is less than a quorum, the members may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or

represented, any business may be transacted which might have been transacted at the meeting as originally notified.

3.05 Conduct of Meeting. The President, and in his absence, the Vice President, and in their absence any person chosen by the members present which call the meeting of the members to order shall act as chairman of the meeting and the Secretary of the Association shall act as secretary of all meetings of the members; but in the absence of the Secretary, the presiding officer may appoint any other person to act as secretary of the meeting.

3.06 Proxies. At all meetings of members, a member entitled to vote may vote in person or by proxy appointed in writing by the member or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy may be revoked at anytime before it is voted, either by written notice filed with the Secretary or the acting secretary of the meeting or by oral notice given by the member to the presiding officer directing the meeting. The presence of a member who has filed his proxy shall not of itself constitute a revocation. No proxy shall be valid for any other meeting or adjournment thereof than such meeting for which it was given.

3.07 Waiver of Notice of Members. Whenever any notice whatever is required to be given to any member of the Association under the Articles of Incorporation or By-Laws, a waiver thereof in writing signed at anytime whether before or after the time of meeting by the member entitled to such notice shall be deemed equivalent to the giving of such notice.

3.08 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or By-Laws to be taken at a meeting of the members may be taken without a meeting if a consent in writing setting forth action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE IV
Directors

4.01 General Powers and Number. The affairs of the Association shall be managed by the Directors of the Association who shall be at least three (3) in number unless temporarily less than that number owing to the death, resignation or removal of a Director.

4.02 Initial Directors. Each Director shall hold office until the first annual meeting of members and until his successor shall have been elected or until his prior death, resignation or removal.

4.03 Committees. The Board of Directors may by resolution adopted by a majority thereof, designate one or more committees, each committee to consist of at least one Director and as many members of the Association as deemed necessary, which to the extent provided in such resolution shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the affairs of the Association, except action in respect to election of officers or the levying of the annual and/or special assessment as provided below.

4.04 Annual Meeting. The annual meeting of the Board of Directors shall be held without other notice than this By-Law immediately after the annual meeting of members and each adjourned session thereof. The place of such annual meeting shall be the same as the place of the meeting of members which precedes it or such other suitable place as may be announced at such meeting of members.

4.05 Special Meeting. Special meetings of the Board of Directors may be called by or at the request of the President, Secretary or any two Directors. The President or Secretary calling any special meeting of the Board of Directors may fix any place within Waukesha County, Wisconsin, as the place for holding any special meeting of the Board of Directors called by them.

4.06 Notice; Waiver. Notice of any meeting shall be given by oral or written notice delivered personally, mailed, or delivered to the newspaper receptacle of each Director at his business or home address at least ninety-six hours previous thereto. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a Director at a meeting shall constitute a waiver of notice of such meting, except where a Director attends a meeting and objects to the transaction of any business because the meeting is not lawfully called or convened.

4.07 Quorum. A majority of the number of Directors set forth in 3.01 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but a majority of the Directors present (though less than such quorum) may adjourn the meeting from time to time without further notice.

4.08 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

4.09 Conduct of Meeting. The President and in his absence the Vice President, and in their absence any Director chosen by the Directors present shall call a meeting of the Board of Directors to order and shall act as chairman of the meeting. The Secretary of the Association shall act as secretary

of all meetings of the Board of Directors and in the absence of the Secretary the presiding officer may appoint any other person present to act as secretary of the meeting.

4.10 Vacancies. Any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by an affirmative vote of the majority of the Directors then in office, though less than a quorum of the Board of Directors.

4.11 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or By-Laws to be taken by the Board of Directors at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors then in office.

ARTICLE V
Officers

5.01 Number, Election and Term. The officers of the Association shall consist of a president, one or more vice presidents, a secretary, a treasurer, and such other officers and assistant officers as the Board of Directors may deem necessary. All officers shall be elected or appointed annually by the Board of Directors. Any two or more offices may be held by the same person except the offices of the president and secretary and the offices of president and vice president. Every officer shall hold office until his successor shall have been duly elected or until his prior death, resignation or removal.

5.02 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association shall be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

5.03 Officers to be Members. All officers, except for assistant officers, must be members of the Association.

5.04 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.05 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members.

5.06 Other Officers. The officers shall have such duties and functions as are generally held or performed by such officers in business corporations, and such additional duties and functions as may be established by the Board of Directors. Additional officers and assistant officers shall have charge of

and shall perform such duties as may be authorized by the Board of Directors and assigned to them by the president.

ARTICLE VI
Indemnification

6.01 Indemnification. The Association shall indemnify any director or officer, or former director or officer of the Association, against expenses actually and reasonably incurred by him/her in connection with any civil, criminal or administrative action, suit or proceeding in which he/she is made or threatened to be made a party by reason of being or have been, or because of any act as, such director or officer, except in relation to matters as to which he/she is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Association. The Association may also reimburse to any director or officer the reasonable costs of settlement of any such commenced or threatened action, suit or proceeding, or any claim which might be the basis of such commenced or threatened action, suit or proceeding, if it shall be found by a majority of a committee composed of the directors not involved in the matter in controversy (whether or not a quorum) that it was to the interests of the Association that such settlement be made and that such director or officer was not guilty of negligence or misconduct even though he/she may be adjudged to the contrary in such action, suit or proceeding. The right of indemnification herein provided shall extend to the estate, executor, administrator, guardian, conservator and heirs of any deceased or former director or officer or person who himself/herself would have been entitled to indemnification. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such director or officer may be entitled under any By-law, agreement, vote or otherwise.

6.02 Good Faith. No person shall be liable to the Association for any loss or damage suffered by the Association on account of any action taken or omitted to be taken by him/her as a director or officer of the Association in good faith.

ARTICLE VII
Assessments

7.01 Annual Assessments. Annual Assessments shall be made for the purposes and subject to the limitations set forth in the supplemental building restrictions set forth above.

7.02 Levy. The annual assessment shall be levied by the Association at any annual meeting of the Association or at any special meeting called for that purpose.

ARTICLE VIII
Amendments

8.01 These By-Laws may be amended by an affirmative vote of two-thirds of the members at the annual meeting or any special meeting convened for that purpose.

WATERVILLE LAKE HOMEOWNERS ASSOCIATION, INC.

By _____
Peter J. Plaushines, President

_____
Rosalie Jacomet, Secretary

STATE OF WISCONSIN)
: ss
WAUKESHA COUNTY)

Personally came before me this 26th day of February, 1998, the above-named Peter J. Plaushines and Rosalie Jacomet to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____
Notary Public, Waukesha Co., WI
My commission exp: 2-4-2001

This instrument drafted by
and should be returned to:

Peter J. Plaushines, President
Waterville Lake Homeowners Assn., Inc.
PO Box 558
Waukesha, WI 53187
jaw\misc\waterlak.by2

APPROVAL OF AMENDED BY-LAWS AND BUILDING RESTRICTIONS OF WATERVILLE LAKE HOMEOWNERS ASSOCIATION, INC. DATED FEBRUARY 26, 1998

We, the undersigned members of Waterville Lake Homeowners Association, Inc., approve the Amended By-Laws and Building Restrictions of Waterville Lake Homeowners Association, Inc. dated February 26, 1998. AS EXCEPTED AND AMENDED IN 3.01, 3.02, 4.05 & 8.01

Lot		Address	
1	Inda, Dr. Michael & Pat		
2	Plaushines, Peter & Kathi	719 Waterville Lake Rd.	
3	Hosch, Jack & Lorraine	725 S. Lake Waterville Rd.	
4	Gorski, Gary & Barbara	819 S. Lake Waterville Rd.	
5	Fowler, John & JoAnn	851 S. Lake Waterville Rd.	
6	Larke, Jerry & Judy	875 S. Lake Waterville Rd.	
7	Kuenzli, Joe & Shila	921 S. Lake Waterville Rd.	
8	Borneman, Tom & Cathy	947 S. Lake Waterville Rd.	Tom & Cathy Borneman by [illegible], proxy
9	Reynen, Russell & Sandy	975 S. Lake Waterville Rd.	
10	Kolbeck, Dale & Diane	1023 Lake Waterville Rd.	
11	Kollmansberger, Dick & Bonga	1053 Lake Waterville Rd.	
12	Thomas, Don & Betty	1089 Lake Waterville Rd.	Don & Betty Thomas by [illegible], proxy
13	Freidel, William & Monika	1121 Lake Waterville Rd.	
14	Schmiedel, Herb & Sharon	1154 Lake Waterville Rd.	
15	Cootware, Flo	1189 Lake Waterville Rd.	
16	VanSwol, Dr. Ron & Georgene	1219 Waterville Court	
17-18	Brown, Dwight & Pat	1223 Waterville Court	
19	Ciszewski, Cliff & Lori	1227 Waterville Lake Rd.	

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20	Caruso, Dave & Pat	1241 Waterville Lake Rd.	Dave & Pat Caruso by
21	Hedrich, Dave & MaryAnne	1309 Lake Waterville Rd.	
22	Miller, Ron	1321 Lake Waterville Rd.	
23	Schoeller, Phil & Stephanie	34204 Sunset Drive	
24	Stowell, Ken & Judy	34200 Sunset Drive	
25	Blakeman, Tom & Dawn	2024 Kathy Ct., Waukesha	TOM BLAKEMAN
26-27	Breyer, Tom & Pattie	34304 Sunset Drive	
28	Schuppler, Dave & Marsha	34330 Sunset Drive	
29	Kapsos, Nick & Lynette	34354 Sunset Drive	
30	Lucyk, George & Joan	34380 Sunset Drive	
31	O'Brien, Michael & Debbie	34404 Sunset Drive	Michael & Debbie O'Brien
32	Lewan, Rick & Cindy	34430 Sunset Drive	RICHARD LEWAN
33	Linnan, Diane	34500 Sunset Drive	
34	Jacomet, Dick & Rosalie	970 S. Waterville Rd.	
35, 36-37	Carr, Mike & Pat	976 S. Waterville Rd.	
Dam Site	Mikulecky, Harvey & Mary	1038 S. Waterville Rd.	
Farm	O'Regan, James & Ann	34604 Sunset Drive	

EXHIBIT

A

All that part of Section 36, Town 7 North, Range 17 East, Town of Summit, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the South 1/4 corner of Section 36; thence North 89°58' East along the South line of the Southeast 1/4 of said Section, 1642.87 feet; thence North 00° 02' West, 60.00 feet to the place of beginning of the parcel hereinafter described; thence continuing North 00° 02' West along the West line of a proposed Town Road, 30.00 feet to the P.C. of a curve; thence 311.09 feet along the arc of said curve, radius of 494.65 feet, center of which lies to the East and a chord bearing North 17° 59' East, 305.98 feet; thence continuing along said West line, North 36° 00' East, 120.00 feet to the P.C. of a curve; thence 500.57 feet along the arc of said curve, radius of 409.72 feet, center of which lies to the West and a chord bearing North 1° 00' East, 470.01 feet; thence continuing along said West line, North 34° 00' West, 174.00 feet to the South line of a proposed cul-de-sac; thence 174.86 feet along the arc of a curve, radius of 294.67 feet, center of which lies to the North and a chord bearing South 73° 00' West, 172.31 feet to the curve of a cul-de-sac; thence 311.02 feet along the arc of said curve, radius of 66.00 feet, center of which lies to the West and chord bearing North 45° 00' West, 93.34 feet; thence due East along the North line of said cul-de-sac, 66.00 feet to the P.C. of a curve; thence 135.79 feet along the arc of said curve, radius of 228.67 feet, center of which lies to the North and a chord bearing North 73° 00' East, 133.71 feet; thence continuing along the aforementioned West line of a proposed Town Road, 215.88 feet along the arc of a curve, radius of 252.43 feet; centerof which lies to the East and a chord bearing North 9° 30' West, 209.36 feet; thence continuing along said West line, North 15° 00' East, 150.00 feet to the P.C. of a curve; thence 228.51 feet along the arc of said curve, radius of 344.54 feet, center of which lies to West and a chord bearing North 4° 00' West, 224.34 feet; thence continuing along said West line, North 23° 00' West, 105.00 feet to the P.C. of a curve; thence 297.78 feet along the arc of said curve, radius of 387.76 feet, center of which lies to the Southwest and a chord bearing North 45° 00' West, 290.52 feet to a P.R.C.; thence 290.15 feet along the arc of a curve, radius of 639.40 feet, center of which lies to the Northeast and a chord bearing North 54° 00' West, 287.67 feet to a P.R.C.; thence 529.87 feet along the arc of a curve, radius of 1011.97 feet, center of which lies to the Southwest and a chord bearing North 56° 00' West, 523.84 feet to a P.R.C.; thence 559.52 feet along the arc of a curve, radius of 781.90 feet, center of which lies to the Northeast and a chord bearing North 50° 30' West, 547.66 feet; thence continuing along the West line of said proposed Town Road, North 30° 00' West, 60.00 feet to the P.C. of a curve; thence 282.41 feet along the

arc of said curve, radius of 268.49 feet, center of which lies to the South and a chord bearing North 60° 08' West, 269.57 feet; thence South 89° 44' West along the South line of said proposed Town Road, 30.00 feet to the East line of C.T.H. "C"; thence South 00° 16' East along said East line, 127.31 feet; thence continuing along said East line, South 25° 25' West, 152.47 feet; thence South 40° 00' West, 100.00 feet to a point on the shore of Lake Waterville; thence meandering said shore the following courses: South 34° 30' East, 145.90 feet; thence South 29° 04' East, 161.00 feet; thence South 41° 48' East, 117.08 feet; thence South 61° 17' East, 400.91 feet; thence South 30° 42' West, 121.16 feet; thence North 74° 04' East, 193.99 feet; thence South 63° 32' East, 230.11 feet; thence South 26° 22' East, 174.95 feet; thence South 54° 13' East, 156.47 feet; thence South 62° 28' East, 195.03 feet; thence South 21° 14' East, 145.69 feet; thence South 11° 53' West, 369.63 feet; thence South 50° 57' West, 75.15 feet; thence South 1° 41' West, 115.70 feet; thence South 47° 30' West, 95.20 feet; thence South 23° 40' East, 156.02 feet; thence South 74° 55' East, 170.74 feet; thence North 31° 00' East, 78.02 feet; thence North 86° 15' East, 222.98 feet; thence South 00° 26' East, 80.93 feet; thence South 53° 51' West, 112.73 feet; thence South 31° 25' West, 260.96 feet; thence South 86° 56' West, 118.44 feet; thence South 67° 51' West, 319.59 feet; thence North 61° 31' West, 236.48 feet; thence North 27° 36' West, 176.08 feet; thence South 77° 36' West, 266.04 feet; thence North 82° 29' West, 158.04 feet; thence South 60° 39' West, 117.19 feet; thence North 74° 52' West, 149.40 feet; thence North 41° 54' West, 140.83 feet; thence North 47° 31' West, 215.57 feet to a point to be called "Point B" for future reference; thence South 36° 24' West, 158.82 feet; thence South 76° 35' West, 175.90 feet; thence leaving said meander line, South 64° 00' East, 280.00 feet; thence due South, 270.02 feet to the North line of US.H. "18"; thence South 64° 00' East along said North line, 365.39 feet; thence North 89° 58' East along said North line, 1629.07 feet to the place of beginning.

Also commencing at previously mentioned "Point B"; thence North 24° 00' West, 130.00 feet to the place of beginning of the parcel hereinafter described; thence North 4° 30' West, 175.00 feet; thence South 28° 00' West, 225.00 feet; thence North 78° 32' East, 121.79 feet to the place of beginning.

Also commencing at the South 1/4 corner of Section 36; thence North 64° 00' West along the centerline of U.S.H. "18", 350.00 feet; thence due North, 336.78 feet; thence North 64° 00' West, parallel to said centerline, 388.95 feet; thence North 57° 47' East, 94.50 feet; thence North 38° 07' 39" West, 396.12 feet; thence North 26° 52' East, 28.88 feet; thence North 84° 31' 52" West, 103.60 feet; thence North 57° 01' 04" West, 122.00 feet; thence North 29° 53' East, 10.00 feet; thence North 60° 07' West, 32.00 feet; thence South 29° 53' West, 4.20 feet; thence North 17° 44' 36" West, 91.53 feet; thence North 43° 27' 48" West, 307.80 feet to the centerline of C.T.H. "C"; thence North 37° 54' East along said centerline, 954.09 feet; thence South 44° 41' East, 50.42 feet to the place of beginning of the parcel hereinafter described; thence meandering the shore of Lake Waterville, South 44° 41' East, 316.25 feet; thence South 19°19' West, 255.30 feet; thence due South 175.00 feet; thence South 45° 00' East, 80.00 feet; thence North 6° 00' East, 200.00 feet; thence North 44° 00' East, 275.00 feet; thence North 75° 00' East, 150.00 feet; thence South 23° 00' East, 255.00 feet; thence North 35° 00' East, 150.00 feet; thence South 53° 00' East, 250.00 feet; thence South 48° 00' West, 150.00 feet; thence South 20° 00' East, 200.00 feet; thence South 20° 00' West, 260.00 feet; thence South 32° 51' East, 306.10 feet; thence North 18° 00' East, 140.00 feet; thence North 20° 00' West, 240.00 feet; thence North 11° 00' East, 330.00 feet; thence

North 43° 00' East, 130.00 feet to a point to be called "Point A" for future reference; thence North 74° 00' West, 150.00 feet; thence North 25° 00' West, 140.00 feet; thence North 84° 00' West, 85.00 feet; thence North 52° 00' West, 210.00 feet; thence South 75° 00' West, 210.00 feet; thence North 70° 14' West, 206.55 feet; thence North 44° 41' West, 318.20 feet to the East line of C.T.H. "C"; thence South 37° 54' West, along said East line, 15.13 feet to the place of beginning.

Also commencing at previously mentioned "Point A"; thence South 45° 30' East, 280.00 feet to the place of beginning of the parcel hereinafter described; thence South 87° 00' East, 125.00 feet; thence South 8° 00' East, 125.00 feet; thence South 81° 59' West, 104.43 feet; thence North 15° 00' West, 150.00 feet to the place of beginning.

Including with the above described parcels all land lying between the meander lines and the waters edge of Lake Waterville within the side lot lines extended.

The total area of the above described parcel s being 63.32 acres,

WATERVILLE LAKE ASSOCIATION BOARD
WATER SAFETY GUIDELINES

PURPOSE: In an effort to promote safety on Waterville Lake, these guidelines have been developed by your board (after surveying all owners) with the intent that they would serve as a means of educating all lake owners as to the importance of consistency and fairness in how the lake is used. It is necessary that each owner accept responsibility for informing their guests about the nature and importance of these guidelines.

I. Boating restrictions :

A. Use of waterway-all boats should adhere to the defined and approved traffic flow pattern as distributed at the lake association meeting. Only when hazardous conditions prevail should this traffic pattern be altered (eg. when too many boats are in one area it would be safer to cautiously break from the pattern by turning around and away from the area of congestion). No more than 5 boats (or 3 boats pulling skiers) should be in operation at one time. When power boats are in use, all other watercraft and swimmers must stay near shore. Jet skis are considered a boat. Wisconsin boating safety laws must be known and adhered to be all boat drivers. Boater safety courses are strongly recommended. Youths given driving responsibilities must have attended such a course if under the age of 17.

B. Boat limits:

1. size-no longer than 20 feet; no more than 2500 pounds. Cabin cruisers and jet boats are prohibited.
2. speed-45 mph maximum whenever any other watercraft is present. To minimize shore erosion, speeds between 6-16 mph must be avoided.
3. number-no one lake property owner may operate more than one boat at a time when two other boaters are present on the lake.
4. grandfathering-all lake association members current boats will not be subject to such limits of size.

C. Guests-the property owner must be present when their guests are using the lake to reduce trespassing and to ensure these guidelines are followed.

II. Enforcement: the intent of these guidelines is to educate all lake users about the need for courtesy and consistency in the use of watercraft. The Board is not interested in policing such guidelines, but is quite interested in having all aware of the need for common expectations especially as the lake becomes more heavily used and congested. Gross negligence and careless behavior brought to the attention of the Board will result in written notification to the property owner as an attempt to further enhance educational efforts about safety.

January, 1989

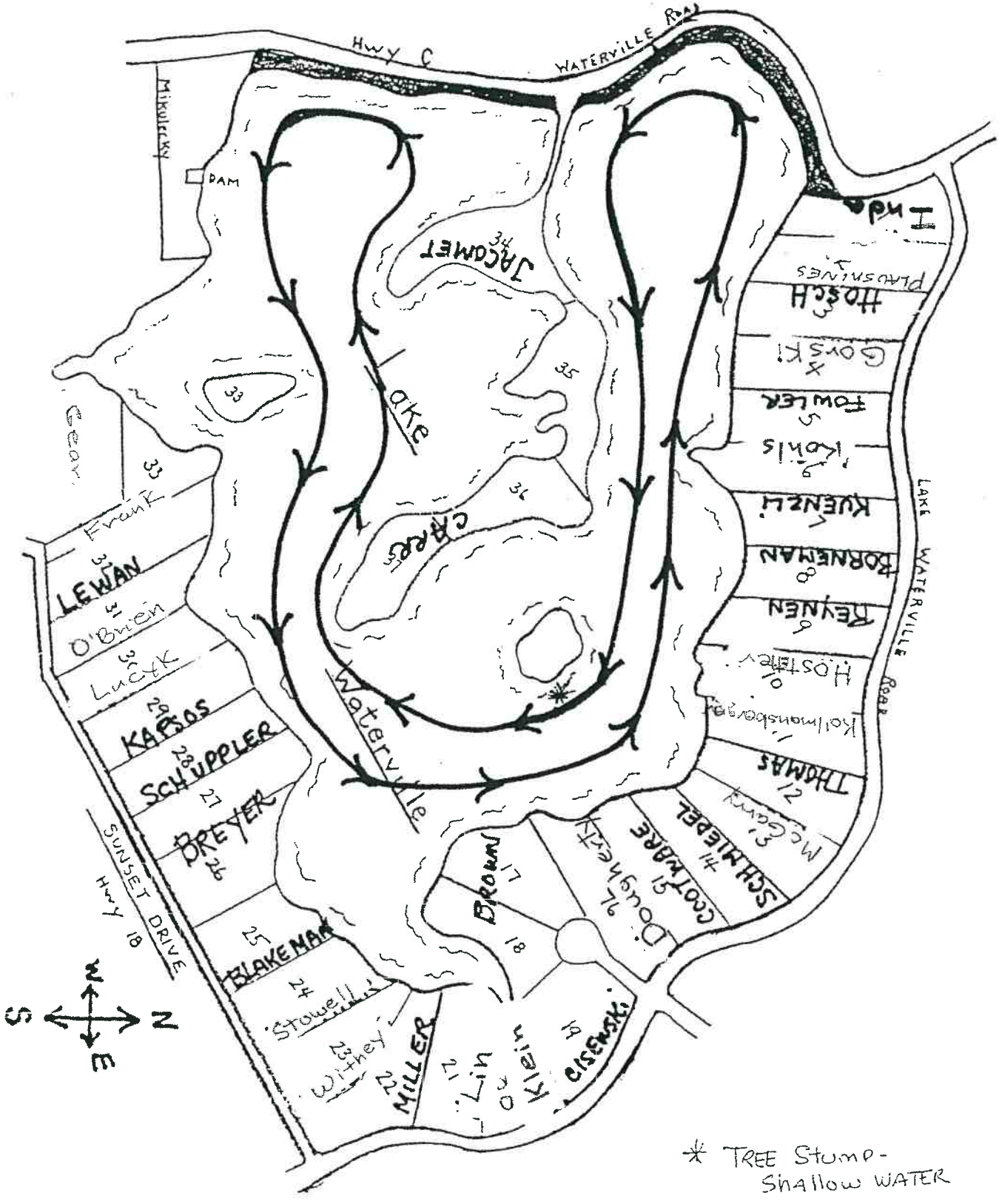
III. **Responsibilities of the Board** : the Board should ensure that the following mechanisms are in place:

A. Bouys marking shallow or dangerous waterways (DNR approved).

B. Traffic flow pattern map (included demarcation of dangerous areas) available to all property owners (handed out at yearly association meeting and mailed by May 1st with safety guidelines attached).

C. Brochures for water safety courses handed or mailed out to all property owners before May 1st.

D. Management of complaints of unsafe or negligent behavior-the Board will respond to such complaints within one week by written notification of concerns cited to the property owner emphasizing the need to follow the established safety guidelines. This letter will come from the Board president and a copy shall be kept on file by the Board secretary for future reference if the Board concludes that such incidents are dangerous and verifiable. The property owner will be notified of this decision after the Board has heard both sides of the complaint.



* TREE STUMP-
SHALLOW WATER

Plat of Survey

JAHNKE & JAHNKE ASSOCIATES INC.

Consultants in Engineering, Planning, Subdivisions and Surveying

711 W. MORELAND BLVD. -- WAUKESHA, WISCONSIN 53188

TELEPHONE (414) 542-5797

FOR: BIELINSKI BROS. BUILDERS, INC. RE: PLAUSHINES

LEGAL DESCRIPTION: Lot 2 of Certified Survey Map No. 733 as recorded in Volume 4 of Certified Survey Maps on Pages 346-348 as Document No. 701774, being part of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of Section 36, T7N, R19E, Town of Summit, Waukesha County, Wisconsin.

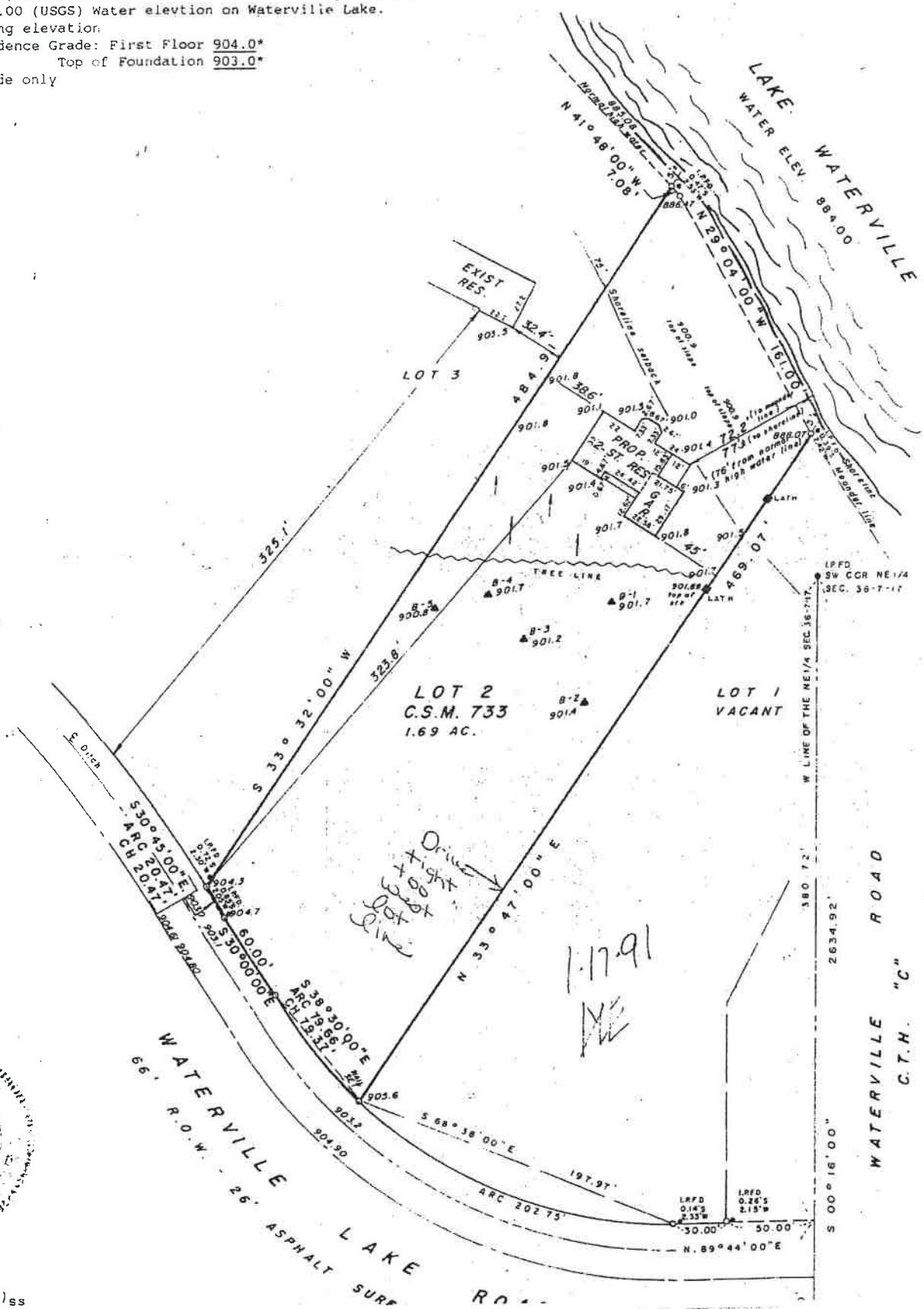
Bench Mark 884.00 (USGS) Water elevtion on Waterville Lake.

901.4 - Existing elevation

Suggested Residence Grade: First Floor 904.0*

Top of Foundation 903.0*

*suggested grade only



STATE OF WISCONSIN) ss