1722901

DECLARATION OF EASEMENTS AND RESTRICTIONS FOR SADDLEBROOK FARMS

This Declaration is made this 27th day of March, 1992, by Saddlebrook Farms, Ltd., hereinafter "Developer."

WHEREAS, Developer is the owner of the property described on the attached Exhibit A, consisting of the subdivision known as Saddlebrook Farms, in the Town of Oconomowoc, Waukesha County, Wisconsin; and

WHEREAS, Developer desires to subject the lands described on the attached Exhibit A to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the subdivision as a whole and for the benefit of each Lot owner,

SRQ 44.90

NOW THEREFORE, Developer hereby declares that the real estate described on the attached Exhibit A shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth. which shall run with the land and shall inure to the benefit of said property and each and every parcel thereof, and shall apply to and bind all owners thereof and their successors in interest.

1. **GENERAL PURPOSES.** The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site in the Subdivision; to protect owners of building sites against such use of surrounding building sites as will detract from the value of their property; to preserve, as far as is practicable, the natural beauty of the Subdivision; to guard against the erection in the Subdivision of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure a quality residential development of the Subdivision; to encourage and secure the erection of attractive homes in appropriate locations on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high

type and quality of improvement in the Subdivision, and thereby to preserve and enhance the value of investments made by purchasers of building sites in the Subdivision.

2. **BINDING EFFECT.** This Declaration of Restrictions shall become effective immediately upon recording hereof.

3. **OWNER'S ASSOCIATION.** An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining the common areas and common improvements, including common fencing installed within the fence easement created by this Declaration. The name of the Association shall be The Saddlebrook Farms Owner's Association, Inc. Said Association shall be established as follows:

A. The Association shall be established as a non-stock, non-profit corporation. Each Lot owner shall be a member of the Association, and shall be entitled to use the common areas for the purposes intended, subject to such reasonable rules and regulations as may be established by the Association. Membership shall pass with title to each Lot. Lots 2 through 10 and Lot 13 shall each be entitled to one (1) vote at meetings of the Association. Lots 1 and 12 shall each be entitled to two (2) votes at meetings of the Association. Lot 11 shall be entitled to three (3) votes at meetings of the Association. In the event of any subsequent division of a Lot other than Lot 11, the voting rights shall be changed so that each Lot created by such division shall be entitled to one vote at meetings of the Association. In the event Lot 11 is subsequently divided into two Lots, the smaller Lot shall be entitled to one vote at meetings of the Association, and the larger Lot shall be entitled to two votes at meetings of the Association. In the event of the subsequent division of Lot 11 into three or more Lots, each Lot shall be entitled to one vote at meetings of the Association.

B. The Association shall be governed by a Board of Directors consisting of three (3) directors, who shall act by majority vote. So long as any vacant Lot in the subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each Lot in the subdivision shall be subject to assessment by the Association for a share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and the personal obligation of the Lot owners, until paid. In the event Waukesha County and/or the Town of Oconomowoc become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supercede any law limiting or eliminating the liability of the County or the Town with respect to fees or assessments imposed by this Declaration. Each Lot shall be responsible for a fractional share of said expenses, the enumerator of which fraction shall be equal to the number of votes applicable to such Lot, as determined by subsection A above, and the denominator of which shall be equal to the total number of votes for all Lots in the subdivision, determined pursuant to subsection A above. Until such time as a subsequent Lot division occurs, Lots 2 through 10 and Lot 13 shall each be responsible for a 1/17th share of expenses, Lots 1 and 12 shall each be responsible for a 2/17ths share of expenses, and Lot 11 shall be responsible for a 3/17ths share of expenses.

D. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

E. Lot 13 and Outlot 13 have been restricted by the Plat such that they cannot be divided, deeded or sold separately. Together they shall be deemed to constitute one lot.

4. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee (hereinafter the "Committee") for SADDLEBROOK FARMS is hereby established. The Committee shall consist of 3 members, designated as hereinafter set forth. The decision of any 2 members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as the Developer owns any vacant Lot in the subdivision. At such time as all vacant Lots in the subdivision have been sold by the Developer, the Committee shall thereafter consist of the Board of Directors of the Saddlebrook Farms Owner's Association, Inc.

5. **ARCHITECTURAL CONTROL.** No building, outbuilding or other structure, swimming pool, fence, wall or driveway shall be constructed, erected, placed or altered on Lots 1 through 10 or Lot 13, until the construction plans and specifications, building grade elevations and a plan showing the location of the structure or improvement have been submitted to and approved by the Architectural Control Committee. The plans and specifications shall be submitted in duplicate to the Committee, and the Committee's approval or disapproval shall be in writing. The Committee shall have the right to waive infractions or deviations from these restrictions if, in the opinion of the Committee, their strict implementation would cause undue hardship. Providing the plans and specifications comply with all restrictions set forth in this Declaration, the Committee shall be deemed to have approved the plans and specifications in the event the Commitee fails to issue its disapproval thereof within 30 days after receipt of all necessary documentation. Any action by the Committee shall be final and conclusive as to persons

13. WIRES AND ANTENNAS. All exterior telephone and electric service and utility wiring (including, without limitation, service lines to individual dwellings) shall be installed underground unless otherwise permitted by the Architectural Control Committee prior to such installation. No external television, ham or radio antennas, or other similar devices shall be erected upon any Lot or upon any building on any Lot. No dish antennas shall be allowed.

14. LANDSCAPING. Each Lot shall be landscaped, including seeding and/or sodding where appropriate, within eighteen months after the issuance of the occupancy permit for the dwelling thereon. Landscaping shall include the area between the Lot line and the edge of any adjoining street pavement.

15. COMPLETION OF CONSTRUCTION. All buildings shall be completed within one (1) year from the date ground is broken for such buildings.

16. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the Architectural Control Committee and an occupancy permit has been obtained from the Town.

17. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats and/or other customary household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and except that horses and llamas may be raised, bred and or kept on any Lot, whether or not for commercial purposes. Notwithstanding the foregoing, the Association, by majority vote, shall have the right to permit such animals, livestock and/or poultry to be raised, bred and/or kept on Lots in the subdivision which would otherwise be prohibited by the provisions of this section. In the event any such animals,

then or thereafter owning Lots covered by these restrictions. In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation and the materials of which it is to be constructed, the harmony thereof with surrounding buildings, its proposed location, and the view from other properties in the Subdivision. The Committee shall not be liable for actions taken or decisions made in good faith. The construction of buildings, outbuildings, other structures, swimming pools, fences, walls and/or driveways on Lots 11 and 12 shall not be subject to approval by the Architectural Control Committee.

6. RESTRICTIONS APPLICABLE TO LOTS 1 THROUGH 10 AND LOT 13. The following restrictions shall apply only to Lots 1 through 10 and Lot 13.

A. The Lots subject to the provisions of this section shall be used solely for residential purposes by one Family, and permitted guests and servants pursuant to subsection C below, except that business activities may be conducted in or from any home if confined solely to the transaction of business by telephone. The term "residential purposes" shall include only activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation.

B. Only one home may be constructed on each Lot subject to this section, and no garage, tent or other improvement (except for guest and/or servant quarters permitted pursuant to subsection C below) shall be used for temporary or permanent living or sleeping by the Family or guests. This provision shall not be deemed to prohibit the subsequent division of any Lot subject to this section which may otherwise be permitted pursuant to this Declaration of Restrictions and applicable zoning laws. Each Lot created by the subsequent division of any Lot subject to this section shall, however, continue to be subject to the restrictions of this section.

C. Guest and/or servants quarters, whether or not attached to the principal dwelling, may be allowed, subject to the approval of the Architectural Control

Committee, and subject to applicable zoning. No guest or servants quarters shall be constructed on any Lot other than Lot 8 prior to the commencement of construction of the principal dwelling thereon, and no guest or servants quarters shall be occupied on any Lot other than Lot 8 prior to the completion of the principal dwelling thereon. No guest quarters shall be rented at any time. No servants quarters shall be rented at any time except to a servant (together with members of the servant's immediate family) who is employed not less than 60 hours per month on the property by the owner or occupant thereof. The tenancy of any servant and the servant's immediate family shall terminate not later than sixty days after the termination of employment.

7. RESTRICTIONS APPLICABLE TO LOTS 1 THROUGH 8. Lots 1 through 8 are hereby restricted as follows:

A. No paddock shall be located closer than 250 feet from the lake front Lot line of any Lot subject to this section. This provision may be waived only with the prior written approval of the Architectural Control Committee and the unanimous approval of the Owners of adjoining Lots.

B. No septic system shall be installed on any Lot subject to this section which is located in the area between the home constructed on such Lot and the shoreline of Ashippun Lake.

C. No fertilizers, other than those as may be approved for use by the Association from time to time shall be used on that portion of any Lot which is subject to this section which is within 250 feet of the high water mark of Ashippun Lake.

8. BUILDING RESTRICTIONS.

A. No building hereafter constructed for the purpose of housing animals shall be located closer than 50 feet from any side Lot line. This restriction may be waived only with the approval of the Architectural Control Committee and the approval of the adjoining Lot owner. In the event the requested waiver of this restriction would result in a violation of any applicable zoning ordinances and/or building restrictions of

the Town of Oconomowoc and/or Waukesha County, the Lot owner is also required to obtain the appropriate approval from all applicable governmental agencies.

B. All houses constructed on Lots 1 through 8 shall contain a minimum of 3,000 square feet of living space. All houses hereafter constructed on all other Lots shall contain not less than 2,200 square feet of living space for one story houses and not less than 2,800 square feet of living space for one and one-half or two story houses. Garages, porches, patios, breezeways, sunrooms, bays and basements (whether or not exposed, and whether or not finished as living space) shall not be included when calculating the square footage of living space. Guest and/or servants quarters attached to any house shall be included when calculating the square footage of living space, except when constructed in the basement.

C. The exterior of all fireplaces shall be brick, stone or masonry faced with stucco. The exterior of all houses (including but not limited to the exposed portion of any basement or foundation walls) shall be wood, brick, stone, stucco or a combination thereof. In no event shall the exterior of any house consist of metal or vinyl siding. All roofs on all houses hereafter constructed on all Lots other than Lots 11 and 12 shall consist of natural cedar shakes. Notwithstanding the foregoing, the Architectural Control Committee is expressly authorized, in their sole discretion, to permit the construction of any house with a tile roof rather than with a natural cedar shake roof. With the exception of Lots 11 and 12, all outbuildings constructed on any Lot shall be of a design compatible with each other and with the existing or proposed house on such Lot.

D. No paddocks and no outbuildings shall be constructed on any Lot other than Lots 8, 11 and 12 prior to the construction of the single family residence.

E. The term "house" as used in this section shall be deemed to mean only free standing single family houses (including attached guest and/or servants quarters) constructed for use as the primary dwelling, and shall not include guest and/or servants quarters constructed as free standing buildings or constructed in other buildings on any

Lot. Further, the restrictions set forth in this section shall not apply to the existing buildings located on Lots 1 and 12.

F. No building shall be constructed on that portion of any Lot within that portion of the Environmental Corridor as shown on the Plat which is outside of the Building Envelope as shown on the attached Exhibit B, without the approval of the Architectural Control Committee, and such governmental approvals, if any, as may be required. The Architectural Control Committee has the express right to deny approval to construct a building within that portion of the Environmental Corridor which is located outside of the Building Envelope. The Environmental Corridor, as shown on the Plat, shall be maintained in its natural state to the extent reasonably feasible, except as to that portion located within a Building Envelope. Principal residences constructed on Lots 1 through 8 shall be located such that the original septic field site and the alternate septic field site are not located between the house and the lake.

G. In addition to the restrictions established by this Declaration, no building shall be constructed on any lot other than in compliance with all applicable governmental zoning and building restrictions and ordinances.

9. RESTRICTIONS APPLICABLE TO THE ENTIRE SUBDIVISION.

A. Each Lot, and all improvements thereon, shall be maintained by the Lot owners so as to be neat in appearance when viewed from any street, from the Lake, or any other Lot.

B. No hunting is allowed anywhere within the Subdivision. This prohibition applies to all Lots and Outlots, as well as to all common areas.

C. All mailboxes, and all mailbox posts and brackets installed on any lot in the subdivision shall comply with design requirements established by the Architectural Control Committee. It is the specific intention of this paragraph that all mailboxes and all mailbox posts and brackets installed within the subdivision be uniform in appearance.

10. **OUTDOOR STORAGE.** Absolutely no boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck, or trailer of any kind may be parked or stored on any Lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodelling periods, except for boats located on Ashippun Lake, or on the shore of Ashippun Lake, and except for boats, licensed and operable vehicles and trailers which are maintained and stored in a manner such that they are not offensive to other Lot owners in the subdivision. Disputes regarding whether or not the maintenance and/or storage of boats, licensed and operable vehicles and/or trailers are offensive to other Lot owners in the subdivision shall be submitted to the Architectural Control Committee, whose decision shall be final and binding on all parties. In making its decision, the Committee may prohibit or allow the continued outdoor storage, or the Committee may impose conditions upon the continued outdoor storage, including but not limited to the storage location, screening, including plantings and/or fencing, and/or repairs or maintenance to the item being stored. The term "Recreational Vehicle" shall mean any vehicle used primarily for pleasure and shall include, but not be limited to, boats, snowmobiles, trail bikes, travel trailers, motor homes, dune buggies and off-road motorized vehicles of any kind.

11. **SWIMMING POOLS.** In ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet Town and County ordinances and specifications. No above ground swimming pool shall be constructed, erected or placed on any Lot in the subdivision.

12. **UNIFORM FENCES.** All fences constructed in the subdivision shall conform to the specifications established by the Architectural Control Committee. Such specifications shall include style, materials, color, and such other specifications as the Committee may deem appropriate. It is the express intention of this provision that all fencing be uniform throughout the subdivision.

livestock and/or poultry are permitted by majority vote of the Association, the Association shall thereafter have the right, by majority vote, to again prohibit any such animals, livestock and/or poultry from being raised, bred or kept on Lots in the subdivision, and, in such event, such animals, livestock and/or poultry shall be removed from the subdivision by the Lot owner within thirty days after receipt of written notice from the Association.

18. **ZONING AND BUILDING RESTRICTIONS.** In addition to the restrictions set forth herein, all structures and uses of property and all future lot divisions within the Subdivision shall comply with all applicable zoning ordinances and building restrictions of the Town of Oconomowoc and Waukesha County, including but not limited to those set forth in Zoning Change File SCZ-892B in the Waukesha County Park and Planning Department. In the event of any conflict between these restrictions and the Town and/or County zoning and building regulations, the stricter provisions shall apply.

19. **FENCE EASEMENT.** A fence easement is hereby created and dedicated in favor of the Owner's Association created pursuant to this Declaration of Easements and Restrictions for the installation, maintenance, repair and replacement of common fencing. With respect to all Lots having frontage on Saddlebrook Lane, said easement is hereby created on, over and across that portion of each of said Lots which consists of a strip of land, ten feet in width, adjacent to the right-of-way of Saddlebrook Lane. With respect to Lot 1, the easement area is further established as that portion of said Lot 1 consisting of a ten (10) foot wide strip of land adjacent to County Hwy P. With respect to Lot 12, the easement area is further established as that portion of said Lot 12 consisting of a ten foot wide strip of land located adjacent to County Hwy P, commencing at the Northerly right-of-way line of Saddlebrook Lane, and continuing thence North along the Westerly right-of-way line of County Hwy P for a distance of 250 feet. The Owner's Association shall be entitled to install, maintain, repair and replace fencing within said easement area, it being the intention of this Declaration of Easements and

Restrictions to provide for uniform common fencing within said easement area. Subject to the fencing restrictions contained elsewhere in this Declaration, each Lot owner shall be entitled to connect and attach to said common area fencing additional fencing for the purpose of enclosing all or part of their respective Lots. Further, each Lot owner shall be entitled to cross that portion of the fence easement area as may be located on their Lot with one or more driveways, as the Lot owner may deem appropriate, subject to such Architectural Control Committee approval as may be required by this Declaration, and the Association shall not be entitled to maintain any fencing within any such driveway. In the event of the creation of a new driveway, the Lot owner shall be solely responsible for the cost of removing that portion of any existing Association fence located within any such driveway. In the event any driveway is abandoned or moved, the Lot owner shall, within six months after the abandonment or relocation of any driveway, install, at the Lot owner's sole cost and expense, appropriate new common fencing across the location of the former driveway so as to connect with the then existing common fencing. Any such replacement fencing shall be constructed and installed so as to match the then existing common fencing.

20. **MAINTENANCE OF COMMON FENCING.** Each Lot owner shall be responsible for all maintenance, repairs, replacement and repainting to the common fencing located on their respective Lots which is required as a result of damage caused by the actions of the Lot owners, their guests and invitees, and/or animals owned by the Lot owners, or their respective guests and invitees, and each Lot owner shall repair any such damage to that portion of the common fencing (including but not limited to repainting) located on their property within 30 days after receipt of written demand from the Owner's Association. Further, each Lot owner shall be responsible for the maintenance of the grounds within that portion of the fence easement area located on their respective Lot, including but not limited to the maintenance of a lawn thereon with grass of not more than three (3) inches in height. In the event any Lot owner fails to perform his or her

required common fence repair or replacement within 30 days after receipt of written notification from the Owner's Association and/or in the event any Lot owner fails to maintain the easement area with grass of not more than three (3) inches in height, the Owner's Association shall have the right to perform the repair or replacement of the fencing, and/or to perform the lawn maintenance, and, in such event, the Assocation shall be entitled to assess the cost thereof to the individual Lot owners, which cost shall become a lien on the applicable Lot until paid. The general maintenance, repair, painting and replacement of common fencing, other than that resulting from the actions of the Lot owners, their guests or invitees, or animals owned by the Lot owners, or their guests or invitees, shall be the responsibility of the Owner's Association.

21. **COMMON AREA.** That portion of Lots 9 and 10 and Outlot 13 designated on the Plat as "PRIVATE EASEMENT FOR THE USE OF SADDLEBROOK FARMS LOT OWNERS" is hereby established as a common area for the use and benefit of the owners of all Lots in the Saddlebrook Farms Subdivision, and their respective guests and invitees. The Owner's Association shall be entitled to establish reasonable rules and regulations regarding the use of said common area, which rules and regulations shall apply equally to all Lot owners and their respective guests and invitees. Such rules and regulations may be established either by majority vote of the Board of Directors of the Association, or by majority vote of the Association itself, provided, however, that the Board of Directors shall not be entitled to amend, modify or rescind any rule or regulation established by majority vote of the Association. No motorized vehicles of any type, including but not limited to all terrain vehicles, motorcycles, snowmobiles, automobiles, trucks, or other on road or off road type vehicles may be used on the common area at any time, except as may be expressly allowed by rules and regulations established by the Association and/or the Board of Directors of the Association, and except as may be used or authorized by the Association or the Board for the purpose of maintaining said common area. This provision shall not be interpreted so as to require

the Association or the Board to enact rules or regulations allowing the use of motorized vehicles on the common area.

22. LOT DIVISION. The subsequent division of Lots 2, 3, 4, 5, 6, 7, 9, 10 and 13 is prohibited. The subsequent division of Lots 1 and 8 into more than 2 lots each is prohibited. In the event Lot 8 is divided into 2 Lots, each Lot shall be at least 5 acres in size and have not less than 200 feet of lake frontage. Present and future owners of Lot 1 are hereby advised that current zoning prohibits division of Lot 1, and that a zoning change will be required to divide said Lot 1. Lot 13 and Outlot 13 have been restricted by the Plat such that they cannot be divided, deeded or sold separately. Together Lot 13 and Outlot 13 shall be deemed to constitute one Lot for all purposes and restrictions set forth in this Declaration.

23. AMENDMENTS TO DECLARATION. This Declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of Lots in the Subdivision holding at least 51% of the votes in the Owner's Association, provided, however, so long as the Developer owns any Lot in the Subdivision no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. In the event there is more than one (1) owner of any Lot in the Subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owners of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice.

Notwithstanding any other provision of this Declaration, in no event shall this Declaration be amended so as to increase the burden of the existing restrictions or create new restrictions upon Lots 11 or 12 without the express written consent of all owners of the affected Lot.

24. ENFORCEMENT. The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot owner in the Subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement.

25. TERM. These easements and restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and the timely recording of an instrument expressly referring to this Declaration of Easements and Restrictions shall extend such time for forty (40) year periods from the date of recording.

26. SEVERABILITY. Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions this 27 day of March, 1992.

OWNER AND DEVELOPER:

SADDLEBROOK FARMS, LTD.

By Jonathan G. Spheeris

By Nancy Leigh Fisher

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
Waukesha COUNTY)

Personally came before me, this 27th day of March, 1991 the above named Jonathan G. Spheeris President and Nancy Leigh Fisher, Secretary of Saddlebrook Farms, Ltd., to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Cris Gratt

Notary Public, Waukesha County
State of Wisconsin
My Commission expires/is: 9/23/93

This instrument was drafted by Daniel R. Heiden.

Return to: Daniel R. Heiden
405 N. Calhoun Rd.
Brookfield, Wi. 53005

DRH031092

EXHIBIT A

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 and Outlot 13, Saddlebrook Farms, being a subdivision of a part of the SW 1/4 & SE 1/4 of the SW 1/4 of Section 10, The NE 1/4, NW 1/4 & SE 1/4 of the NE 1/4 and Government Lots 1 & 2 of Section 15, T8N, R17E, Town of Oconomowoc, Waukesha County, Wisconsin.

1722901

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS
RECORDED ON
92 APR 13 PM 3:29
REEL 1456 IMAGE 1479
REGISTER OF DEEDS

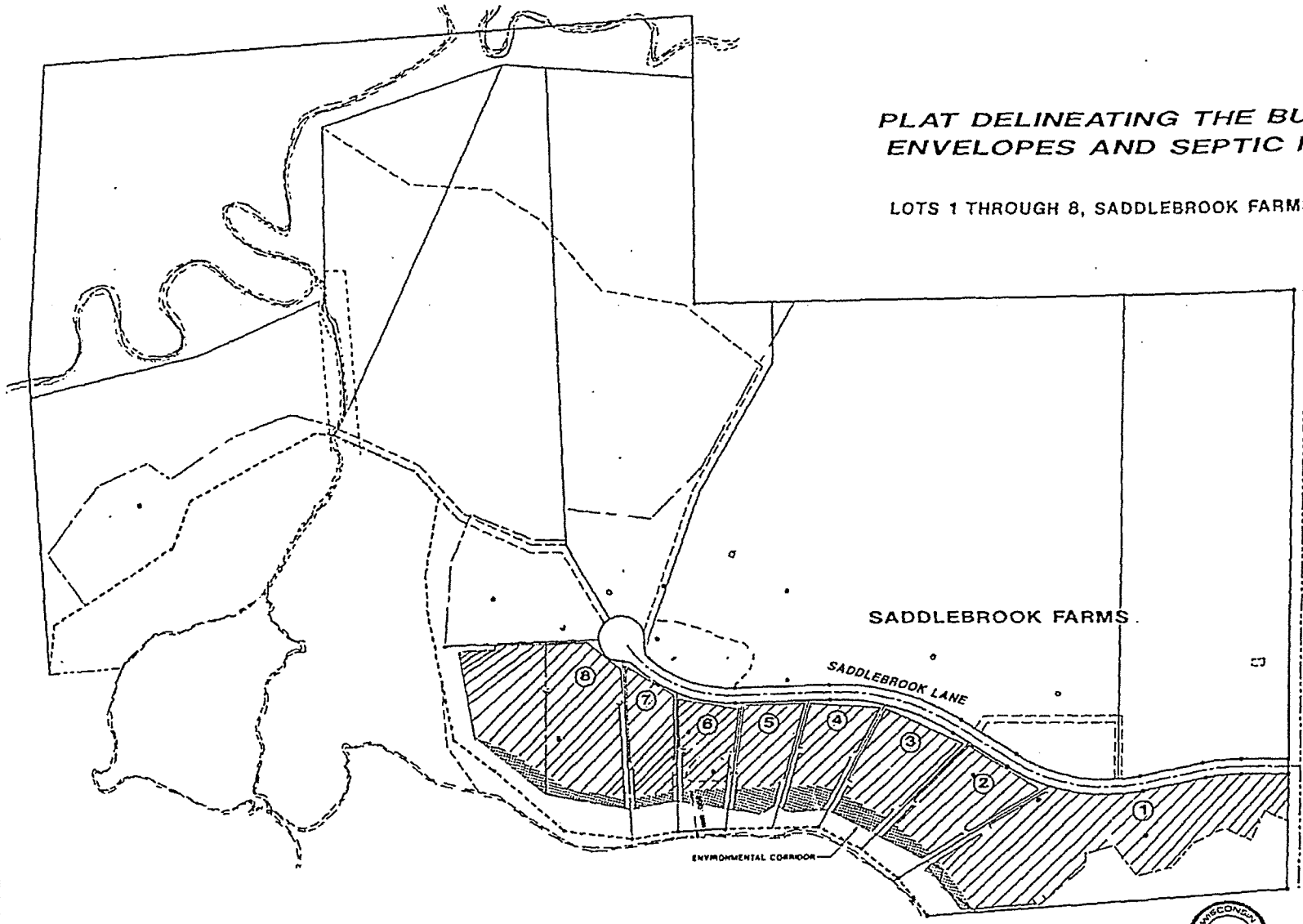
REEL 1456 IMAGE 1495

EXHIBIT "B"

PLAT DELINEATING THE BUILDING ENVELOPES AND SEPTIC FIELDS

LOTS 1 THROUGH 8, SADDLEBROOK FARMS

SCALE 1" = 200'



NOTE: ON LOTS 1 THROUGH 8, THE SEPTIC SITE & ALTERNATE SITE MAY NOT BE LOCATED BETWEEN THE LAKE AND PRINCIPAL DWELLING. (RESIDENCE)

NOTE: AREA BETWEEN BUILDING ENVELOPE AND SEPTIC FIELD MAY CHANGE TO ACCOMODATE A LARGER BUILDING.

⊕ DENOTES SOIL BORINGS

DENOTES PROPOSED SEPTIC FIELD AND BUILDING ENVELOPES

DENOTES PROPOSED BUILDING ENVELOPE ONLY

WISCONSIN PROFESSIONAL ENGINEER & LAND SURVEYOR

MARCH 12, 1993

LAND TECH ENGINEERING

REC'D 1456 1496

Amendment to Declaration of Easements and Restrictions for Saddlebrook Farms

2376496

2376496

Document Number

Document Title

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS

98 OCT 20 PM 2:55

REC'D 2765 IMAGE 1534

REGISTER OF DEEDS

Recording Area

Name and Return Address

Heiden and Associates, S.C.
405 N Calhoun RD Suite 101
Brookfield WI 53005

Parcel Identification Number (PIN)

4pcl
26/9

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, 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

AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS FOR SADDLEBROOK FARMS

The Declaration of Easements and Restrictions for Saddlebrook Farms was dated March 27, 1992 and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on April 13, 1992, on Reel 1456, Images 1479-1496 as Document No. 1722901. Said Declaration sets forth easements and restrictions for the property described on the attached Exhibit A, consisting of a subdivision known as Saddlebrook Farms, in the Town of Oconomowoc, Waukesha County, Wisconsin. This Amendment is being executed for the purpose of amending and modifying said Declaration with respect to the installation of external antennas.

NOW THEREFORE, the undersigned, being the owners of lots in Saddlebrook Farms Subdivision holding at least fifty-one percent (51%) of the votes in the Owner's Association for Saddlebrook Farms, hereby amend said Declaration of Easements and Restrictions for Saddlebrook Farms as follows:

1. Paragraph 13 of said Declaration is hereby amended and modified to read as follows:

> "**13. WIRES AND ANTENNAS.** All exterior telephone and electric service and utility wiring (including, without limitation, service lines to individual dwellings) shall be installed underground unless otherwise permitted by the Architectural Control Committee prior to such installation. No dish antennas in excess of twenty-four (24) inches in diameter are allowed anywhere within the subdivision. Satellite antennas not exceeding twenty-four (24) inches in diameter are expressly permitted. No other types of external antennas, including but not limited to television, ham or radio antennas, or other similar devices, shall be erected upon any lot or upon any building on any lot without the prior approval of the Architectural Control Committee, which approval may be withheld in the sole discretion of the Architectural Control Committee. Further, if the Architectural Control Committee does grant the approval for the installation of any such external antennae on any Lot, such approval may be granted with such conditions as the Committee may deem appropriate, including but not limited to the installation of appropriate screening."

2. All other terms and provisions of said Declaration, not amended or modified herein, remain in full force and effect.

Lot: 1

Jonathan G. Spheeris

Lucihe Spheeris

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this 27th day of April, 1995, the above named Jonathan G. Spheeris and Lucine Spheeris, husband and wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Waukesha County
State of Wisconsin
My Commission Expires: 11-3-97

Lot: 8

~~Nancy Leigh Fisher~~

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this ____ day of _____, 199____, the above named Nancy Leigh Fisher, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Waukesha County
State of Wisconsin
My Commission Expires:_____

Drafted by and Return to:
Attorney Daniel R. Heiden
State Bar No. 1017551
Heiden & Associates, S.C.
405 North Calhoun Road, Suite 101
Brookfield, WI 53005

Lot: 11

Bonnie Byrne

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this ____ day of _____, 199____, the above named Bonnie Byrne, to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, Waukesha County
State of Wisconsin
My Commission Expires:_____

Lot: 2

Arthur T. Kraemer

Renate C. Kraemer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this 21st day of March, 1995, the above named Arthur T. and Renate C. Kraemer, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

William P McCarthy

Notary Public, Waukesha County
State of Wisconsin
My Commission Expires: 3-14-99

Lot: _____ _____

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this ____ day of _____, 199____, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, Waukesha County
State of Wisconsin
My Commission Expires:_____

Lot: 4 _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this 31st day of MARCH, 1995, the above named Russ Marcou III, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, Waukesha County
State of Wisconsin
My Commission Expires: 9-7-97

Lot: _____

_____

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this 3 day of March, 1995, the above named Kenneth R Hepp, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, Waukesha County
State of Wisconsin
My Commission Expires:_____

Lot: 6

_____

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this 13 day of March, 1995, the above named PATRICIA A HEPP, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, Waukesha County
State of Wisconsin
My Commission Expires: 4.12.98

Lot: 9413

Kathleen A Kellogg

Kathleen A. Kellogg

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this 31 day of March, 1995, the above named Kathleen A. Kellogg, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

WILLIAM E. GARTMAN
Notary Public, Waukesha County
State of Wisconsin
My Commission Expires: JAN 17, 1999

Lot: _____

_____

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this ____ day of _____, 199____, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, Waukesha County
State of Wisconsin
My Commission Expires:_____

Lot: 11

Bonnie Byrne

Bonnie Byrne

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this 4th day of May, 1995, the above named Bonnie Byrne, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Waukesha County
State of Wisconsin
My Commission Expires: 10-15-95

Lot: _____

_____

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me, this ____ day of _____, 199____, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, Waukesha County
State of Wisconsin
My Commission Expires:_____

EXHIBIT A

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 and Outlot 13, Saddlebrook Farms, being a subdivision of a part of the SW 1/4 & SE 1/4 of the SW 1/4 of Section 10, The NE 1/4, NW 1/4 & SE 1/4 of the NE 1/4 and Government Lots 1 & 2 of Section 15, T8N, R17E, Town of Oconomowoc, Waukesha County, Wisconsin.

Tax Key Nos.
OCOT 0489.001 (lot 1)
OCOT 0489.002 (lot 2)
OCOT 0489.003 (lot 3)
OCOT 0489.004 (lot 4)
OCOT 0489.005 (lot 5)
OCOT 0489.006 (lot 6)
OCOT 0489.007 (lot 7)
OCOT 0489.008 (lot 8)
OCOT 0489.009 (lot 9)
OCOT 0489.010 (lot 10)
OCOT 0489.011 (lot 11)
OCOT 0489.012 (lot 12)
OCOT 0489.013 (lot 13 + Outlot 13)

UC2850987-004

AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS FOR SADDLEBROOK FARMS

Document Title

001371 SEP 26 02

2850987

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

09-26-2002 10:09 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

Recording Area

Name and Return Address

Frank W. Bastian
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Ave #1800
Milwaukee, WI 53202

Parcel Identification Number (PIN) pd 17/4

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, 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

AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS FOR SADDLEBROOK FARMS

This Amendment to Declaration of Easements and Restrictions for Saddlebrook Farms is made this 16 day of September, 2002.

CITATIONS

WHEREAS, the Declaration of Easements and Restrictions for Saddlebrook Farms (the "Restrictions") dated the 27th day of March, 1992, was recorded on the 13th day of April, 1992, with the Register of Deeds Office for Waukesha County, Reel 1456, Image 1479-1496, as Document No. 1722901; and

WHEREAS, said Declaration sets forth easements and restrictions for the property described on Exhibit A, consisting of a subdivision known as Saddlebrook Farms, in the Town of Oconomowoc, Waukesha County, Wisconsin; and

WHEREAS, paragraph 23 of the Restrictions provides that the Restrictions can be amended at any time by written Declaration setting forth said change executed by the Owners of Lots in the subdivision holding at least 51% of the votes in the Owner's Association; and

WHEREAS, this Amendment is being executed for the purpose of changing the voting shares on Lot 12 from 2 votes to 1 vote; and

WHEREAS, pursuant to a vote taken at a regular meeting of the Association, more than 51% of the Lot Owners voted to change the voting shares on Lot 12 from 2 votes to 1 vote; and

WHEREAS, the lot owners wish to amend the Restrictions.

DECLARATION

NOW, THEREFORE, the Declaration of Easements and Restrictions for Saddlebrook Farms are amended as follows:

1. Section 3(A) of the Restrictions shall deleted and recreated as follows:

   A. The Association shall be established as a non-stock, non-profit corporation. Each Lot Owner shall be a member of the Association and shall be entitled to use the common areas for the purposes intended, subject to such reasonable rules and regulations as may be established by the Association. Membership shall pass with title to each Lot. Lots 2 through 13 shall each be entitled to one (1) vote at meetings of the Association. Lot 1 shall be entitled to two (2) votes at meeting of the Association. Lot 11 shall be entitled to three (3) votes at meetings of the Association. In the event of any subsequent division of a Lot other than

Lot 11, the voting rights shall be changed so that each Lot created by such division shall be entitled to one vote at meetings of the Association. In the event Lot 11 is subsequently divided into two Lots, the smaller Lot shall be entitled to one vote at meetings of the Association and the larger Lot shall be entitled to two votes at meetings of the Association. In the event of the subsequent division of Lot 11 into three or more Lots, each Lot shall be entitled to one vote at meetings of the Association.

2. The undersigned President hereby certifies that on file with the Office of the Homeowners Association is a voting record in which more than 51% of the Lot Owners consented to the above Amendment.

IN WITNESS WHEREOF, this Amendment to Declaration of Easements and Restrictions for Saddlebrook Farms is executed as of the date and year first written above.

SADDLEBROOK FARMS
HOMEOWNERS ASSOCIATION

By: Lucine Spheris, President
Lucine Spheris, President

Subscribed and sworn to before me
this 16 day of Sept, 2002

Marjorie R. Schwenke
Notary Public, State of Wisconsin
My Commission: March 2, 2003

This Document was Drafted by:

Frank W. Bastian
Lichtsinn & Haensel, s.c.
111 East Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202
(414)276-3400

a:\Deed Restrictions\Saddlebrook Amendment-smp

001374 SEP 26 96

EXHIBIT A

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 and Outlot 13, Saddlebrook Farms, being a subdivision of a part of the SW 1/4 & SE 1/4 of the SW 1/4 of Section 10, The NE 1/4, NW 1/4 & SE 1/4 of the NE 1/4 and Government Lots 1 & 2 of Section 15, T8N, R17E, Town of Oconomowoc, Waukesha County, Wisconsin.