DECLARATIONS OF RESTRICTIONS

FOR

LAKE PARK OF PEWAUKEE

KNOW ALL PERSONS BY THESE PRESENTS; that LAKE PARK DEVELOPMENT CORP. duly organized and existing under and by the virtue of the laws of the State of Wisconsin, (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer). Developer is owner of the premises described as follows
(herein referred to as "LAKE PARK"):

LAKE PARK, being a subdivision of that part of the Northwest ¼ of Section 3 and part of Southwest ¼ of Section 3, Town 7 North, Range 19 East, Village of Pewaukee, Waukesha County, Wisconsin.

Developer, intending to establish a general plan for the use, occupancy and enjoyment of LAKE PARK does hereby declare that, for the mutual benefit of present and future owners, LAKE PARK shall be subject to the following restrictions:

A. BUILDING RESTRICTIONS (Lake Park Single Family Lots)

1. All single family lots in LAKE PARK are restricted to the erection of one story, story and one half, two story or split level one family residence building and attached 2 car garage.
2. The minimum size of a one story home shall be 1400 square feet on the first floor.
3. A story and one-half home shall have a minimum of 900 square feet on the first floor with a total of not less than 1600 square feet.
4. A two story home shall have a minimum of 900 square feet on the first floor with a total of not less than 1600 square feet.
5. A split level or bi-level home shall a minimum of 1100 square feet on the upper two levels with a total of not less than 1400 square feet.
6. The maximum building height shall not exceed 35 feet.

7. The garage must be attached to the home directly or by the breezeway, or built in the basement of the home and must be constructed with the home. The maximum size of a garage shall be 900 square feet.
8. The house and attached two car garage must be completed within one year from the start of construction.
9. Only one residence may be erected on a lot.
10. The minimum setback from any abutting street right-of-way is preferred to be 35 ft., however the minimum setback shall be 30 ft. Side yard offsets shall be a minimum of 10 feet. Rear yard setbacks shall be 20 feet.
11. There shall be no outside storage of boats, trailers, campers, or other vehicles or items deemed to be unsightly by the Developer.
12. All driveways shall by paved within one year of occupancy of the home in LAKE PARK.
13. All building plans and the exterior design of each dwelling unit to be constructed in LAKE PARK must be approved by Developer in writing prior to application for a building permit. In addition, basic site features such as fences, garden structures, swimming pools, satellite dishes, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect within LAKE PARK are subject to the prior written approval of the Developer. No above ground pools or storage sheds allowed.
14. There shall be installed by the individual lot owners, in a location designated by the Developer at the time of construction of a residence building on a lot, one outdoor electric lamppost with photoelectric controls. The design of the lamppost shall be subject to the approval of the Developer. The lamppost shall be maintained by the lot owner in a proper operating manner. If the lamppost is not maintained, maintenance shall be performed by the LAKE PARK HOME OWNER'S ASSOCIATION, created pursuant to Section B, below, and the cost of such maintenance shall be an assessment against the lot owner, payable within ten (10) days after the date of assessment. The lamppost shall be installed prior to the Lot Owner taking occupancy of their new home.

B. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the owners of lands in LAKE PARK and all future stages of development as provided in Section C, below (herein referred to individually as "Owner" and collectively as "Owner" and collectively as "Owners"), is hereby created for purposes of managing and controlling Outlots 1, 2, 3, 4, and 5 in LAKE PARK (as described on the Final Plat) and performing other duties as set forth herein for the common benefit of the Owners. The Owners of Lots 1 thru 137 in LAKE PARK shall have a $1/137^{th}$ interest in Outlots 1, 2, 3, 4, and 5 in LAKE PARK. In the event the Village of Pewaukee, or the County of Waukesha becomes an owner of any Lot through tax delinquency process, the Village and the county shall not be liable for any homeowner's fees nor any special assessment against said lots. The Association shall be know as
"LAKE PARK HOMEOWNERS ASSOCIATION."

2. The term "Common Area" shall include the following Outlots 1, 2, 3, 4, 5, which are generally identified on the final plat, plus any additional common areas which may be added in accordance with Paragraph a below.

(a) All open common areas such as the walking paths, cross country ski trails, childrens play area, etc. as shown on the final plat.

3. The Association shall be governed by three-member Committee here-in-after referred to as the "Committee", which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Robert A. Patch, Michael A. Pazdernik and Michael M. Krill.
4. To qualify as a member of the Committee, a person must be either an owner or a duly designated officer or representative of an Owner.
5. So long as fifty percent (50%) or more of the single family lots in LAKE PARK are owned by Developer, all three (3) members of the Committee shall be appointed by Developer. So long as twenty (20%) or more but less than fifty (50%) of the single family lots in LAKE PARK are owned by Developer, two (2) members of the Committee shall be appointed by Developer and one (1) member shall be elected as provided herein. So long as five percent (5%) or more, but less than twenty percent (20%) of the single family lots in LAKE PARK are owned by Developer, two (2) members shall be elected as provided herein.

If less than five percent (5%) of the single family lots in LAKE PARK are owned by Developer, all of the members of the Committee shall be elected as provided therein. The provisions of this paragraph shall also apply to any future stages of Development in accordance with Section C, below and the lots contained therein shall not be considered in determining the above percentages.

6. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners of single family lots shall have one (1) vote for each lot owned.

7. The Term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until December 31, 1993. Thereafter, the term of office of members of the Committee shall be for one (1) calendar year. If any member of the Committee shall die, resign, be unable to act or cease to be qualified, then there shall be a special election, (or appoint by Developer, if applicable, pursuant to the terms of Paragraph B 5, above).

8. All meetings of the Committee shall be opened to Owners and held upon not less than three (3) days prior written notice to all of the Owners. Two (2) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

9. The Committee shall have the following duties:

(a) Provide for the maintenance of improvements in the Common Area including removal of silt and sedimentation in detention ponds and silt basins.

(b) Establish dates and procedures for the elections of members of the Committee.

(c) Promulgate operating procedures for the conduct of the Association and Committee's affairs.

(d) Enforcement of the provisions of this Section B.

10. The Committee shall have the following powers:

(a) Cause the Common Area to be maintained, repaired, landscaped kept in good, clean and attractive condition.

(b) Enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder.

(c) Levy and collect assessments in accordance with the provisions Of Paragraph 11, below.

11. The Committee shall levy and collect assessments in accordance with the following:

(a) The Owner of each single family lot shall be subject to a general annual charge or assessment for the purpose of defraying the costs of maintaining and administering the Common Area. Such annual assessment shall be a prorata share (one (1) share per lot for single family lot) of the costs incurred or anticipated to be incurred by the Association in performing its duties. Said costs shall include, but not be limited to payment of taxes, insurance, repair, replacement and additions to the improvements made to the Common Area, the cost of labor, equipment, materials, management and supervision thereof, and all costs of the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section B.

(b) Assessments must be approved at a duly convened meeting of the Committee.

(c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by certified mail addressed to the last known address of such Owner.

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

(e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid, and such unpaid assessment and the interest thereon shall constitute a continuing lien against the real estate against which it was assessed and interest thereon shall also be the personal obligation of the Owner of the real estate against which the assessment was made.

(f) The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due, record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.

(g) Upon application by an Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to 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 to the Association.

(h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

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

13. Failure of the Association or the Committee to enforce any provisions contained in this Section B, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

14. If the Committee shall fail to discharge its duties under this Section B within sixty (60) days of written demand by the Village, the Village may discharge the duties of the Committee including removal of silt and sedimentation from detention ponds and silt basins. The costs to the Village incurred in connection therewith shall become charges to the Owners of the properties affected by such actions of the Village by adding to each Owner's real estate tax statement a charge equal to such Owner's pro rata share (the same as such Owner's share of annual assessments as provided in sub-paragraph B 11 (a) (above) of such costs.

C. FUTURE STAGES OF DEVELOPMENT OF LAKE PARK

The Developer, its successors and assigns shall have the right to bring within this Declaration future stages of the Development of LAKE PARK, provided such future stages are to become adjacent to the real estate which is or becomes subject to this Declaration or any additional supplemental declaration. The future stages added to this Declaration authorized under this sub-section shall be added by recording a supplemental declaration of restrictions with respect to the future stages which shall extend the provisions of this Declaration to such future stages. Except with respect to increasing the number of Owners and adding to the Common Area, such supplemental declaration shall not revoke, modify or add to the covenants established by this Declaration affecting LAKE PARK.

D. AMENDMENT PROVISIONS

Any of the provisions of this Declaration maybe annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by the (i) Village, and (ii) the Developer so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

E. DURATION OF RESTRICTIONS

These restrictions shall be in force perpetually and shall be deemed to run with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by and Owner and, to the extent permitted by Paragraph B 14, above, the Village of Pewaukee.

In Witness Whereof,

The undersigned, being duly authorized officers of LAKE PARK

DEVELOPMENT CORP. has executed the Declaration of Restrictions this

First day of November, 1993.

signed by: Robert A. Patch, President
Lake Park Development Corp.

Notary Public signature of: Michael M. Krill

Page following:
Original consent of Mortgage statement (North Shore Bank)

ASSIGNMENT AGREEMENT

Lake Park Development Corporation hereby assigns its duties, rights and interest, as described in the Deed Restrictions, for Lake Park, Lake Park Addn. #1 and Lake Park Addn. #2, as the Developer, to the Lake Park Homeowners Association, Inc. Said Assignment shall be limited to the enforcement, interpretation and compliance of said Deed Restrictions and Architectural Control, and shall not include initial survey and blueprint plan approval. Lake Park Development Corporation may rescind this assignment to the Lake Park Homeowners Association, Inc., at any time, for any reason whatsoever, with thirty (30) days written notice.

Signed: Robert A Patch, President
Lake Park Development Corporation
July, 14, 1995

NOTE:
The original copy of this document is to be found in the LAKE PARK HOMEOWNERS ASSOCIATION, INC. records archive. The current members of the committee shall retain control of any and all association documentation, either original or electronic.