AMENDED
DECLARATION OF RESTRICTIONS
FOR
DOVER BAY HOMEOWNERS ASSOCIATION, INC.

We, the undersigned committee created pursuant to the original Declaration of Restrictions (including any and all Amendments thereto) for the property commonly known as DOVER BAY as recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on reel 233, create this Declaration of Restrictions for said property located in the Town of Delafield, Waukesha County, Wisconsin, more particularly described on the attached Exhibit A:

WHEREAS, the original Declaration of Restrictions, including all amendments thereto, will expire on April 17, 2003; and

WHEREAS, the undersigned committee desires to subject the residential lots in said Dover Bay to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the undersigned committee hereby declares that the real property described on the attached Exhibit A shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the lot owners, their successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT

This Declaration of Restrictions shall become effective immediately upon the recording hereof, and shall supersede any prior Declaration of Restrictions.

2. GENERAL PURPOSE

Dover Bay includes various landscaped areas, lakes and other lands designated for the common benefit and enjoyment of each property owner in the subdivision. The general purpose of these restrictions is to assure that Dover Bay will remain an attractive, high-quality residential community and to that end to preserve and maintain the natural beauty and quality of the environment, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval. The term "Lot" as used in this Declaration of Restrictions shall be construed to mean only the residential lots, and shall not include any outlots. The term "Common Area" is defined to include any and all outlots held in undivided fractional ownership by individual Lot Owners, as well as any easement rights held in undivided fractional ownership by the Lot Owners and/or any and all easement rights held by the Association of Lot Owners created pursuant to this declaration of restriction.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Dover Bay is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the 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 those individuals who are members of the Committee on the date these restrictions become effective, for the remainder of their terms, unless any member is removed pursuant to the provisions of this Declaration. The Committee shall thereafter consist of members appointed by the Board of Directors of the Owners Association.

5. ARCHITECTURAL CONTROL

No building, outbuilding or other structure, deck, swimming pool, fence, sign, wall, driveway, tennis court or other paved improvement, light post, initial landscaping, or subsequent landscaping that involves major grade changes which differ from the initially approved grading and swale plans, shall be constructed, erected, placed or altered on any lot in Dover Bay Subdivision without the approval of the Committee. Approval is not required for interior remodeling that does not alter the exterior appearance of a structure. Approval is required for any exterior improvements that change the color, surface material and/or outline of the structure.

A. Submission to Committee: For any undertaking requiring approval of the Committee, three sets of plans (including building construction plans, site plans, grading plans [where necessary] and landscaping plans) shall be submitted to the Committee. The Committee shall provide the Lot Owner with a written receipt documenting the day upon which the plans were submitted, and shall indicate the date of submission on the plans.

B. Committee Response: If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned to the Lot Owner as evidence of such approval, one copy of which shall be transmitted by the Lot Owner to the local building inspector, prior to obtaining the necessary permits. The Lot Owner will be notified, in writing, of any changes or revisions required by the Committee within thirty (30) days after the Committee acknowledges receipt of the plans. If the Committee does not timely provide notice in writing that changes are needed, and/or that the plans have been disapproved, or that the Committee needs a reasonable extension of time to complete the review, the plans shall be deemed to have been approved.

C. Revisions: If the Committee requires changes, said owner's agent shall make changes to the plans before approval is given. If said changes are not made within thirty (30) days of the Committee's request (unless said time is extended in writing), the plans are deemed to have been denied, and the approval process must be initiated again. Once the Committee's approval has been given, plans shall be strictly adhered to by the Lot Owner.

D. Criteria: 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, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other lots in the subdivision as the Committee may deem appropriate. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building-code requirements. Lot owners acknowledge that the Committee does not have full knowledge of or expertise in matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes and/or which fail to properly handle drainage. In such event, it shall be the sole responsibility of the Lot Owner to determine the need for a correction and to have the appropriate

correction made to the plans, and to submit the revised plans to the Committee for its approval prior to construction.

6. DWELLINGS AND OTHER STRUCTURES

A. All lots shall be used only for single family residential purposes and the construction of one single-family detached dwelling on each lot. All structures (principal or accessory) shall be designed by a home designer, registered architect or other qualified individual or firm. Each home will have a minimum of two baths, and a fireplace with a masonry exterior. The exterior of all structures shall be either brick or stone, or Dry vit or a combination thereof, except for authentic Early American design saltboxes, which may consist entirely of wood. In no event shall the exterior of any structure consist of metal or vinyl siding. All roofs shall consist of natural shakes.

The Committee may consider and approve variances in exterior structural materials as may be developed and marketed from time to time, provided such materials are of high quality and closely resemble the natural materials they are designed to replace. Lot owners acknowledge that the Committee will not have knowledge as to the integrity of such materials. The Committee shall have no liability or responsibility in the event it approves materials that fail to perform as expected.

The architectural control provisions set forth herein, are specifically intended to provide a compatibility of architectural styles among the various homes that are in close visual proximity to each other, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Committee may evaluate and approve the use of a particular architectural style of home on any given lot in Dover Bay residential community. In making that evaluation, the Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to each other. The Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any lot in the subdivision, and reserve the use of said design for said lot, prior to receiving the actual plans as required pursuant to Paragraph 5 above. Any such conceptual approval and/or reservation may be rescinded by the Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Paragraph 5 above prior to the expiration of said notice period.

B. No garage shall be larger than necessary to accommodate 4-1/2 cars, but under no circumstances may a lot owner construct a garage with greater square footage than the attached home. All garages shall be attached to the dwelling, either forming an integral part with the dwelling house or by connecting porches or breezeways. All garages shall be built at the same time as the dwelling and shall be large enough to accommodate the parking of no less than two cars. No boat, trailer or other vehicle may be parked on the premises outside of the garage on a regular basis, or in such a manner as to prove offensive to the adjoining property owners, except during reasonable periods of construction or remodeling. Any complaints in this regard shall be submitted in writing to the Directors and Officers of the Dover Bay Homeowners Association. The Association has the right to take action based on said written complaints but shall not be required to do so. Nothing herein prevents any lot owner from taking appropriate action to enforce this provision.

C. No structure of any kind may be moved onto any lot and no living quarters of a temporary character shall be permitted at any time, it being the intention that only permanent private dwellings, garages and barns shall be permitted. Storage structures and other auxiliary structures may be permitted or denied at the sole discretion of the Committee. No storage or other auxiliary structure shall be located other than in the rear yard. If one or more such outbuildings are permitted, the Committee shall have the right, in its sole discretion, to require that the structures be of the same materials and same architectural design as the residence structure. Unless otherwise permitted by the Committee at its sole discretion, all outbuildings shall always be kept in the same color scheme of the residence structure. The preceding sentence shall not apply to structures existing at the time these amended restrictions are enacted but shall apply when existing structures are repainted or stained. At that time, Lot Owners must bring the structures into compliance or seek a variance from the Committee.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

No dwelling shall exceed 2-1/2 stories in height. The ground area, or floor area in the case of a multistory building, within the perimeter of the building at or above grade, exclusive of any porches, garages, bays, patios, breezeways and similar additions, shall not be less than the following:

A. Not less than 2,000 square feet in the case of a 1-story dwelling. The area of any porch, up to 100 square feet, may be included in this area, as long as the porch area is roofed and built upon a foundation.

B. Not less than 2,400 square feet in the case of a 1-1/2-story dwelling.

C. Not less than 2,800 square feet in the case of a 2-story dwelling, and the floor area of the second story shall not be less than 1,000 square feet.

D. Split-level dwellings shall have a minimum of living space of not less than 2,000 square feet on the upper two levels.

E. The Committee reserves the right to modify the ground-area requirements up to five percent in a case deemed appropriate, subject to the zoning ordinances of the Town of Delafield and County of Waukesha. For the purposes of figuring total area, the Committee, in its sole discretion, shall determine what constitutes 2-story or 1-1/2-story dwellings. All buildings shall be completed within the allotted time set forth by Town of Delafield ordinances.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any lot, the driveway shall be rough-graded in a horizontal location and with a vertical alignment as approved by the Committee. All access to and from the home-site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one-year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the owner of such lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Committee.

During the time of construction the Lot Owner shall be responsible to see that his contractor maintains a constant cleanup of all scraps, paper or other waste materials, and that all access to the site is through the approved driveway, and by no other means or way. During any earth-moving activities, proper erosion-control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

In the event that the owner or his contractor shall fail in these responsibilities, the Dover Bay Home Owners Association shall have the right to perform the necessary cleanup and/or make the necessary repairs and to charge the Lot Owner for the expense.

9. BUILDING ENVELOPES

Unless otherwise approved by the plan commission of the Town of Delafield, all principal buildings and all porches and decks attached to buildings shall be constructed within the limits of the Building Envelopes as shown on the recorded plat for Dover Bay Subdivision. Other structures, including outbuildings, swimming pools, fences and retaining walls, if otherwise permitted by applicable ordinances

and these deed restrictions may be located outside of the limits of the Building Envelopes. All bay type windows shall be constructed within the limits of the Building Envelopes as shown on the plat.

10. DRIVEWAYS AND LANDSCAPING

All landscaping shall be completed within one year of the completion of the residence. Said landscaping shall include a concrete or asphalt driveway or other similar high-end paving solution as may be approved by the Committee. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

11. NUISANCES

No noxious or offensive activities shall be carried on upon any lot or outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any complaints in this regard shall be submitted in writing to the Directors and Officers of the Dover Bay Homeowners Association. The Association has the right to take action based on said written complaints, but shall not be required to do so. Nothing herein prevents any lot owner from taking appropriate action to enforce this provision.

12. STORAGE TO BE IN PERMANENT STRUCTURES

No outside storage of boats, motorcycles, snowmobiles, trailers, tractors or other paraphernalia shall be permitted on any lot. No outside storage of any truck larger than a one-ton pickup truck shall be permitted on any lot. No outside storage of any type of truck used as a commercial vehicle containing any type of signage shall be permitted on any lot. Any such storage on any lot shall be in permanent buildings which have been constructed with the approval of the Committee.

13. UTILITY RESTRICTIONS

No exterior fuel tanks, including but not limited to fuel oil tanks, propane gas tanks and/or motor vehicle fuel tanks, whether above ground or below ground, shall be permitted on any lot. All lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any lot between the utility companies' secondary pedestals and the buildings on any lots shall be paid by the owner of said lot.

14. ANIMALS AND LIVESTOCK AND POULTRY

No animals may be raised, bred or kept on any lot or outlot except that two (2) dogs, two (2) cats, or other small household pets may be kept on a lot providing they are not kept, bred or maintained for any commercial purposes. Horses are allowed subject to Town of Delafield restrictions. By way of enumeration, and not by way of limitation, the term "household pets" does not include livestock, poultry, goats or pigs of any kind. The Committee reserves the right to modify the restrictions as to the number of animals that may be maintained on a parcel of land that exceeds three (3) acres, but in no event shall there be a relaxation of restrictions for the keeping, breeding or maintenance of animals for commercial purposes.

15. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign not more than two square feet in size identifying the property of the owner, one sign not more than five square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, one sign not more than five square feet in size supporting a political candidate, or one or more subdivision entrance signs erected by the Association. No sign of any kind shall be displayed to the public view on any outlot without the express consent of the Association or its Board of Directors.

16. ANTENNAE

No exterior antennae extending above the roof ridge line or roof deck shall be permitted. The Committee may review individual requests for variances in this regard, based on the location and visibility of the antennae in relation to adjacent Lot Owners, common areas and public right of ways.

No dish type antennae in excess of twenty-four (24) inches in diameter shall be allowed without the approval of the Committee, which approval may be denied by the Committee in its sole discretion. In no event shall any dish type antennae in excess of twenty-four (24) inches in diameter be allowed anywhere other than in the rear yard of a residence. If the Committee does grant approval for a dish type antennae in excess of twenty-four (24) inches in diameter, the Committee may require such landscape screening as it may deem appropriate as a condition of such approval. This provision shall not apply to antennae existing at the time these amended restrictions are enacted.

17. FENCES

It is the intention to preserve the open natural feeling of Dover Bay Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line, except where such lot lines abut property outside Dover Bay. Any such fences must be approved by the Committee before construction. Fencing to meet governmental regulations with regard to swimming pools will be permitted; however, the design of same is still subject to approval by the Committee.

18. UNIFORM POST LIGHTS AND YARD LIGHTING

Each lot owner shall be required to purchase, install and maintain at its expense an approved post light fixture that will be located at the front of each lot and adjacent to the driveway. The style and location of the lightpost shall be approved by the Committee to insure harmony in appearance in the subdivision. Post lights shall be maintained in proper working order. Additional yard lighting is permitted, provided it does not create a nuisance, direct light onto adjacent properties, or interfere with the quiet enjoyment of neighboring properties.

19. SWIMMING POOLS

In-ground swimming pools shall be permitted, subject to the approval of the Committee, if they meet town ordinances and state specifications. Above-ground pools are prohibited. This provision is not to be construed to prohibit portable, unfiltered children's wading pools, which do not require chemical treatment and are easily moved.

20. GOVERNMENT RESTRICTIONS

The lot owners, their successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the Town of Delafield, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Town, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Committee to modify in any way, the rules, codes, regulations and ordinances of the Town of Delafield, Waukesha County, the State of Wisconsin and the Federal Government.

21. AMENDMENTS TO DECLARATION

This Declaration may be changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the lots in the subdivision. 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 owner(s) 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.

22. ENFORCEMENT

The restrictions and covenants herein contained may be, but shall not be required to be, enforced by the Owners 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 year after the completion of the construction, placement or alteration of such structure or improvement. No failure to take enforcement action with respect to a specific violation shall constitute a waiver of any right to take enforcement action for any other violation of the same or similar type. The restrictions on enforcement set forth in this paragraph apply only to the Owners Association and the Lot Owners, and shall not be construed so as to limit or restrict enforcement by the Town of Delafield pursuant to this Declaration of Restrictions and/or pursuant to any applicable law or ordinance. The Association shall be entitled to reimbursement from the Lot Owner for all costs and reasonable attorneys' fees incurred to enforce these restrictions. The officers, directors, and Committee members of the Association shall have no liability for actions taken in good faith.

23. TERM

These 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 thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 [6], Stats., but including any future amendments, modifications or renumbering of that section).

24. 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.

25. OWNERS ASSOCIATION

The Owners Association which has been created as a nonprofit corporation for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements and common easements shall continue under these new restrictions and existing bylaws. Said Association shall operate as follows:

A. Each Lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote.

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.

26. STREET ISLANDS, COMMON AREAS, ENTRANCE SIGNS, LAKE & DRAINAGE

The Owners Association has the responsibility of properly landscaping and maintaining all common areas within the subdivision, and all planting and/or landscaping easements within the subdivision as well as any parcel dedicated for potential street, utility and emergency purposes. The Owners Association has the responsibility of properly maintaining the lake, lake perimeter and all subdivision entrance signage. No craft powered by a fossil-fueled engine shall be allowed on the lake, other than for maintenance purposes. No pier shall be installed on the lake without prior approval of the Committee, and in no case shall a pier exceed twenty (20) feet in length. The Owners Association shall maintain insurance coverage on all common areas, but Lot Owners shall be responsible for insuring individual watercraft. Permitted watercraft shall be identified with the Lot Owner's name. No Lot Owner may store more than one permitted watercraft at the lake, and all watercraft must be removed from the lake area during the winter months, if deemed necessary by the Board of Directors. The Owners Association may label unmarked watercraft with a conspicuous notice stating that they must be properly identified or removed. If any such watercraft remains unidentified for a period of 30 days after notice is affixed thereto, that watercraft shall be deemed abandoned and will be disposed of pursuant to Chapter 171 of the Wisconsin Statutes.

The common areas are for the benefit of Lot Owners and their guests only and must be used in compliance with all applicable governmental rules and regulations. The Owners Association may establish reasonable rules requiring Lot Owners to provide identification when utilizing the common areas. Said rules and regulations shall be published and distributed to Lot Owners.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2003.

By: _____
, Member

By: _____
, Member

By: _____
, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

Personally came before me this _____ day of _____, 2003, the above-named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, _____ County
My commission expires _____

duly recorded Spring of 2003

Drafted by and Return to:

Attorney Patricia A. Schober
Schober, Bostetter & Heiden, S.C.
405 N. Calhoun Road, Suite 101
Brookfield, WI 53005

2018 AMENDMENT TO THE
DECLARATION OF RESTRICTIONS
FOR
DOVER BAY HOMEOWNER'S ASSOCIATION, INC.

We, the undersigned committee created pursuant to the original Declaration of Restrictions (including any and all Amendments thereto) for the property commonly known as DOVER BAY as recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on Reel 233, Image 558, et. sequitur, as Document No. 993444, hereby amend said Declaration of Restrictions ("Declaration"). The property subject to the Declaration is located in the Town of Delafield, Waukesha County, Wisconsin, and is more particularly described on the attached Exhibit A:

I. The first paragraph of **Article 6 A** shall be deleted and restated to update permitted building materials as follows:

6. DWELLINGS AND OTHER STRUCTURES

A. All lots shall be used only for single family residential purposes and the construction of one single-family detached dwelling on each lot. All structures (principal or accessory) shall be designed by a home designer, registered architect or other qualified individual or firm. Each home will have a minimum of two baths, and a fireplace with a masonry exterior. The exterior of all structures shall be either brick or stone, or Dryvit, architectural/dimensioned siding or a combination thereof, except for authentic Early American design saltboxes, which may consist entirely of wood. Board and batten, shakes, Tudor and clapboard siding are acceptable: clapboard siding must have a minimum reveal of 6". Dutch lap siding is prohibited. Color choices should adhere to conservative early American, Colonial, and Tudor styles. In no event shall the exterior of any structure consist of metal or vinyl siding. All roofs shall consist of natural shakes, slate, or dimensional shingles (also known as architectural/designer shingles) that simulate shakes/slate. Three-Tab shingles and smooth metal are prohibited. Furthermore, all roofing must adhere to natural shake color variations: grays, tans, browns, etc. Colors outside this palette are prohibited. All new siding and roofing proposals require approval of the Committee. Once a particular siding or roofing product is approved for one house, it is considered approved for all. Previously mentioned color palettes for siding and roofing are meant as guidance only. All color choices for siding and roofing need to be specifically approved by the Committee.

II. **Article 6 B** shall be deleted and restated to allow a detached garage for up to three cars as follows:

B. No primary garage shall be larger than necessary to accommodate four and one-half cars. All primary garages shall be attached to the dwelling, either forming an integral part with the dwelling house or by connecting porches or breezeways. All primary garages shall be built at the same time as the dwelling and shall be large enough to accommodate the parking of no less than two cars. Additional detached garages are permissible not to exceed three-car capacity. No boat, trailer or other vehicle may be parked on the premises outside of the garage on a regular basis, or in such a manner as to prove offensive to the adjoining property owners, except during reasonable periods of construction or remodeling. Any complaints in this regard shall be submitted in writing to the Directors and Officers of the Dover Bay Homeowner's Association. The Association has the right to take action based on said written complaints but

shall not be required to do so. Nothing herein prevents any lot owner from taking appropriate action to enforce this provision.

III. **Article 6 C** shall be amended to add the italicized phrase below:

C. No structure of any kind may be moved on to any lot and no living quarters of a temporary character shall be permitted at any time, it being the intention that only permanent private dwellings, garages and barns shall be permitted. Storage structures and other auxiliary structures may be permitted or denied at the sole discretion of the Architectural Control Committee. No storage or other auxiliary structure shall be located other than in the rear yard *(with the exception of a detached garage)*. If one or more such outbuildings are permitted, the Architectural Control Committee shall have the right, in its sole discretion, to require that the structures be of the same materials and same architectural design as the residence structure. Unless otherwise permitted by the Architectural Control Committee at its sole discretion, all outbuildings shall always be kept in the same color scheme of the residence structure. The preceding sentence shall not apply to structures existing at the time these amended restrictions are enacted but shall apply when existing structures are repainted or stained. At that time, Lot Owners must bring the structures into compliance or seek a variance from the Committee.

IV. **Article 14** shall be amended to allow pets and poultry pursuant to Town of Delafield restrictions as follows:

14. ANIMALS AND LIVESTOCK AND POULTRY

No animals may be raised, bred or kept on any lot or outlot except that dogs, cats, or other small household pets may be kept on a lot subject to Town of Delafield restrictions, providing they are not kept, bred or maintained for any commercial purposes. Equines and poultry (no roosters) are allowed subject to Town of Delafield restrictions. By way of enumeration, and not by way of limitation, the term "household pets" does not include livestock, goats or pigs of any kind. The committee reserves the right to modify the restrictions as to the number of animals that may be maintained on a parcel of land that exceeds three (3) acres, but in no event shall there be a relaxation of restrictions for the keeping, breeding or maintenance of animals for commercial purposes.

V. **Article 17** shall be amended to address fencing for equines, and shall read as follows:

17. FENCES

It is the intention to preserve the open natural feeling of Dover Bay Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line, except where such lot lines abut property outside Dover Bay. Any such fences must be approved by the Committee before construction. Fencing to meet governmental regulations with regard to swimming pools or for the containment of equines (per Article 14) will be permitted. However, the design of same is still subject to approval by the Committee.

VI. All other terms and **conditions** of the Declaration, as previously amended and restated, shall remain the same.

IN WITNESS WHEREOF, the undersigned executes this Amendment with the written approval of at least 60% of the owners of the lots in Dover Bay, as required by the Declaration at Article 21.
this 4th day of April, 2019.

By: _____
Andrew S. Greene, President

By: _____
Edith I. Christian, Treasurer

By: _____
Kathryn A. Mitts, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

Personally came before me this 4th day of April, 2019, the above-named Andrew S. Greene, Edith I. Christian and Kathryn A. Mitts to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha County
My commission ~~expires~~ is permanet