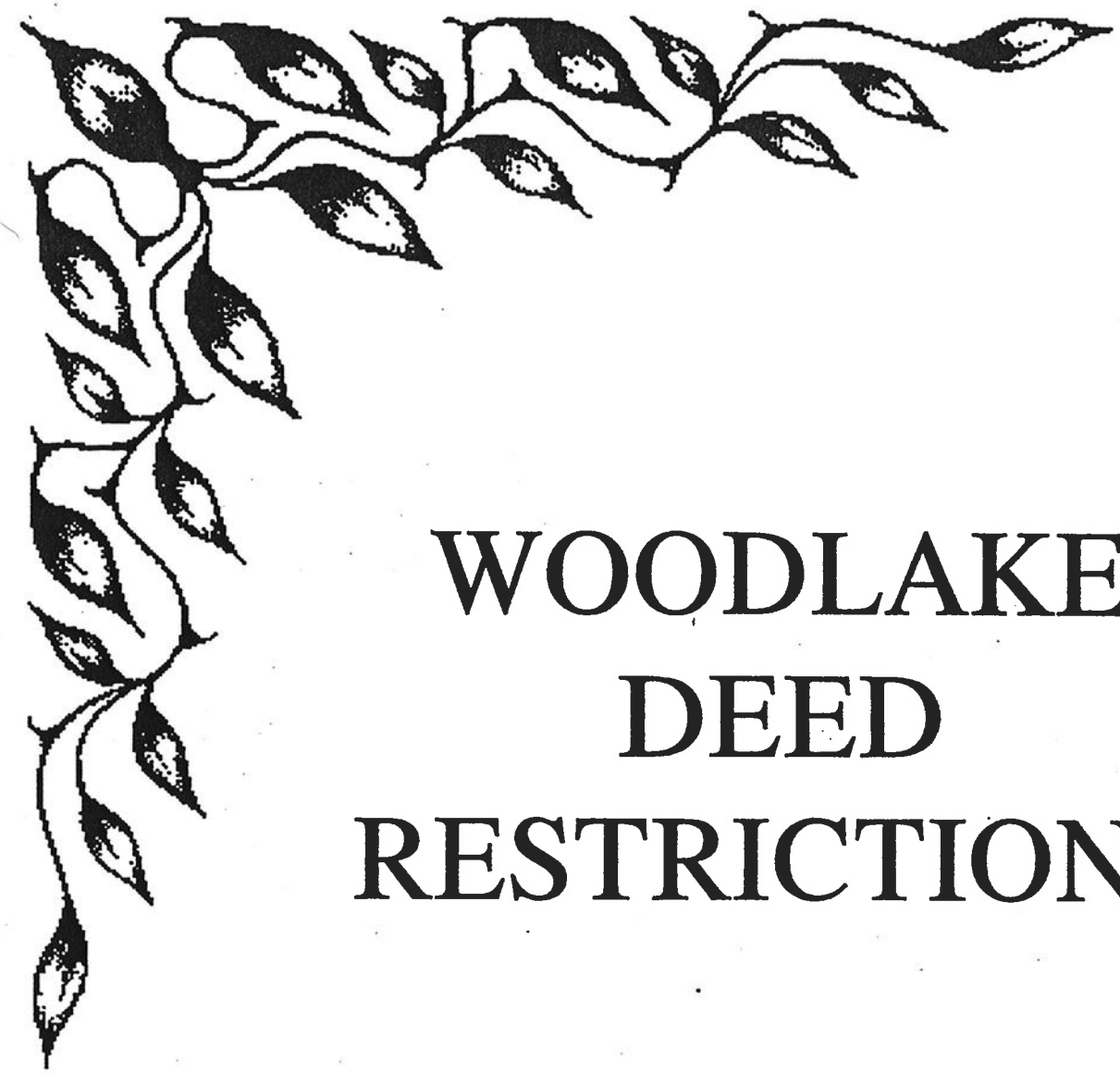


WOODLAKE DEED RESTRICTIONS

WC2569703-033

JUN 21 00 0 0 0 3 1 0

2569703

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

06-21-2000 10:15 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 68.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 33

Return to:
Heiden & Assoc., S.C.
Suite 101
405 N. Calhoun Rd.
Brookfield, WI 53005

AMENDMENT TO DECLARATION OF RESTRICTIONS FOR WOODLAKE AND DECLARATION OF RESTRICTIONS FOR WOODLAKE PRESERVE

This Amendment amends The Declaration of Restrictions for Woodlake, dated January 31, 1996, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 19, 1996, as Document No. 2101674, and The Declaration of Restrictions for Woodlake Preserve, dated April 12, 1999, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on April 14, 1999, as Document No. 2445968. The legal description for the property covered by said Declaration of Restrictions for Woodlake is set forth on the attached Exhibit A. The legal description for the property covered by the Declaration of Restrictions for Woodlake Preserve is set forth on the attached Exhibit B. The undersigned, being the present owners of not less than 90% of the Lots in Woodlake, and being the present owners of not less than sixty percent (60%) of the Lots in Woodlake Preserve, hereby amend their respective Declarations of Restrictions as follows:

8 1 3

1. There shall be one Association to handle the affairs of both Woodlake and Woodlake Preserve. The name of the Association shall be The Woodlake and Woodlake Preserve Homeowners Association, Inc. All provisions in each Declaration of Restrictions which refer to the Association shall be deemed to refer to The Woodlake and Woodlake Preserve Homeowners Association, Inc.

2. Each Lot Owner subject to the Declaration of Restrictions for Woodlake and each Lot Owner subject to the Declaration of Restrictions for Woodlake Preserve (including the Certified Survey Map Lots included in said Declarations) shall automatically be a member of the Association, and shall be entitled to one membership and one vote for each Lot owned, subject to the restriction set forth in Section 3.01 (A) of each of the Declarations of Restrictions, with ownership of a Lot in Woodlake or Woodlake Preserve being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be held jointly and severally by all Co-Owners of the Lot, regardless of the form of tenancy, estate or interest in the Lot.

3. The quorum requirements for the Association shall be thirty-three and one-third percent (33 1/3%) of all votes entitled to be cast.

4. Outlot 1 in Woodlake, and Outlot 2 in Woodlake Preserve shall be deemed to be Common Areas for both Woodlake and Woodlake Preserve, with all members of the Association having an equal right to the use and enjoyment of said Outlots, and an equal responsibility for the maintenance and/or improvement of said Outlots. Cross easements in said Outlots are hereby created, granted and

accepted to effectuate said equalization of the rights and responsibilities relative to said Outlots. This provision does not change the actual ownership of said Outlots.

5. All assessments, general or special, by the Association (excepting only those which, pursuant to the provisions of either Declaration of Restrictions, may be made and/or levied against a particular Lot Owner and/or his, her or their Lot) shall be determined and levied equally against all Lot Owners entitled to membership in the Association and their respective Lots.

6. The Association shall have all enforcement rights granted to the Association by both Declarations of Restrictions.

7. To the extent that any difference exists between the language in the Declaration of Restrictions for Woodlake and the Declaration of Restrictions for Woodlake Preserve, relative to the management and/or operation of the Association, any such conflict in language may be resolved by majority vote of the members in attendance at an Association meeting at which a quorum is present.

8. Nothing herein contained shall be construed as a transfer of control by the Developer to the Association of the Architectural Control Board for either Woodlake or Woodlake Preserve.

9. All provisions of both Declarations of Restrictions which are in conflict with the provisions of this Amendment are deemed amended and modified to conform to the provisions of this Amendment. All other terms and provisions of the Declaration of Restrictions for Woodlake and the Declaration of Restrictions for Woodlake Preserve, as previously executed and recorded, remain in full force and effect.

Spheeris Development Corporation

By _____
Jonathan G. Spheeris, President,
As Developer of both Woodlake and Woodlake Preserve, and as the owner of the following Lots:

Woodlake Lots CSM #4341 Lot 1; 7, 8, 10, 11, 12, 13, 14, 21, 26

Woodlake Preserve Lots: 6, 7, 8

ACKNOWLEDGMENT

STATE OF WISCONSIN)
WAUKESHA COUNTY)SS

Personally came before me this 17 day of February, 2000, the above-named Jonathan G. Spheeris, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My commission expires 3/9/03.

Drafted By: Atty. Daniel R. Heiden, State Bar No. 1017551, Heiden & Assoc., S.C.

EXHIBIT A

WOODLAKE

Woodlake, a Subdivision of a part of Government Lots 1 and 2 of Section 20, Township 8 North, Range 17 East, in the Village of Lac La Belle and Town of Oconomowoc, Waukesha County, Wisconsin.

Lot One (1), Lot Two (2), Lot Three (3), Lot Four (4), and Outlot One (1) of Certified Survey Map No. 4345, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on June 28, 1983, in Volume 34 of Certified Survey Maps, pages 232, 233, 234, 235 and 236, as Document No. 1218960, being a part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty (20), Township Eight (8) North, Range Seventeen (17) East, in the Village of Lac LaBelle and Town of Oconomowoc, Waukesha County, Wisconsin.

EXCEPTING therefrom that part of Lot 4 of said Certified Survey Map No. 4345, also being a part of Lot 1 of Certified Survey Map No. 6581, recorded as Document No. 1681864 in Volume 54 of Certified Survey Maps on pages 312 through 315, bounded and described as follows: Commencing at the Southwest corner of Lot 4 of said Certified Survey Map No. 4345, said point being the point of beginning; thence North 13°26'24" East along the West line of said C.S.M. No. 4345, 410.06 feet to a point; thence South 08°51'03" East, 182.16 feet to a point; thence South 07°34'26" West, 251.28 feet to a point on the North right-of-way line of Lac LaBelle Drive; thence Northwesterly 95.82 feet on said right-of-way line being on the arc of a curve, whose center line lies to the Northeast, whose radius is 234.00 feet and whose chord bears North 71°27'58" West, 95.15 feet to the point of beginning. Containing 26,215 Square Feet.

JUN 21 00 0 0 0 3 1 3

EXHIBIT B

WOODLAKE PRESERVE

Lots 1 through 12, and Outlot 2, Woodlake Preserve, being a part of the NE ¼ and NW ¼ of the SE ¼ of Section 20, Township 8 North, Range 17 East, Town of Oconomowoc, Waukesha County, Wisconsin.

Lots 1 and 2 of Certified Survey Map No. 8465, recorded February 6, 1998, in Volume 74 of Certified Survey Maps, on Pages 142-147, inclusive, as Document No. 2287112, being a part of the NW ¼ of the SE ¼ of Section 20, Township 8 North, Range 17 East, in the Town of Oconomowoc, Waukesha County, Wisconsin.

Lots 1 and 2 of Certified Survey Map No. 8466, recorded February 6, 1998, in Volume 74 of Certified Survey Maps, on Pages 148-153, inclusive, as Document No. 2287113, being a part of the NW ¼ of the SE ¼ of Section 20, Township 8 North, Range 17 East, in the Town of Oconomowoc, Waukesha County, Wisconsin.

DECLARATION OF RESTRICTIONS FOR WOODLAKE

1/18/96

This Declaration is made this 31st day of January, 1996, by Spheeris Development Corporation, a Wisconsin corporation (hereinafter called "Developer").

RECITATIONS

WHEREAS, Developer owns all those lands located in the Town of Oconomowoc and Village of Lac La Belle, Waukesha County, Wisconsin, described on Exhibit A attached hereto and identified as Lot Numbers 1 through 28 and Outlots 1 and 2, Woodlake Subdivision and Lots 1 through 4 of Certified Survey Map number 4345 recorded with the Waukesha County Register of Deeds on June 28, 1983 as document number 1218960 and any modifications thereto.

WHEREAS, this land is a platted subdivision consisting of 28 lots and 2 Outlots platted by Developer.

WHEREAS, Developer desires to subject the platted Lots and 2 Outlots within the Subdivision and Certified Survey Map 4345, as well as other portions of the Subdivision (except dedicated streets and utilities), to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Subdivision and Certified Survey Map land as a whole and for the benefit of each Lot Owner, Town and Village.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the real estate described on the attached Exhibit A (except for dedicated streets and utilities) shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

DEFINITIONS, PURPOSE AND USE RESTRICTIONS

1.01 DEFINITIONS.

A. "Architectural Control Board", the "Board", or "ACB", shall be appointed or elected in accordance with Section 3.07 of this Declaration who shall serve as members of the Architectural Control Board and shall operate and manage the Association as a Board of Directors.

B. "Association" shall mean the Woodlake Homeowners

Association, Inc., an incorporated, non-stock, non-profit association, created pursuant to this Declaration and pursuant to the laws of the State of Wisconsin.

C. "Common Area" or "Common Areas" shall mean any outlot or other area within the subdivision which is not a Lot or a dedicated street or other dedicated area for which the Local Municipality has expressly and in writing assumed responsibility for maintenance and which is conveyed by Developer to the Association.

D. "Developer" shall mean Spheeris Development Corporation.

E. "Family" shall mean one or more persons related by blood, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or group of persons where three or more are not so related or engaged as household employees.

F. "Home" shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).

G. "Lot" shall mean a platted lot within the Subdivision (including Certified Survey Map 4345) identifiable by reference to a lot number, regardless of whether such property is currently platted or platted at some future time. The term "Lot" does not include any outlot or other Common Area.

H. "Lot Owner", "Lot Owners" or "Co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple to a Lot, regardless of the type of tenancy or estate and shall include land contract vendees and vendors, but shall not include the holder of any leasehold interest or any mortgage or other lien prior to acquisition of legal or equitable title.

I. "Property" shall include a Lot and all improvements.

J. "Recreational Vehicle" shall mean any vehicle used primarily for pleasure and shall include, but not be limited to, boats, snowmobiles, trail bikes, travel trailers and vans, motor homes, dune buggies, motorcycles or motorbikes and other off-road motorized vehicles of any kind.

K. "Section" shall mean all those provisions within a numbered heading of this Declaration.

L. "Structure" and "improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, carport or above-ground storage facility; tent; exterior lighting or electric fixture, antennae, tower, pole, or bug control device;

fence, retaining or other wall, fountain or in-ground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo; tree house or other exterior play equipment; berms and swales, and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations or deletions from any of the foregoing) not located and installed entirely below ground level, unless located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

M. "Subdivision" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the Local Municipality.

N. "Town" shall mean the Town of Oconomowoc, a municipal corporation.

O. "Village" shall mean the Village of Lac La Belle, a municipal corporation.

P. "Local Municipality" shall mean the Town of Oconomowoc and/or the Village of Lac La Belle in which the Lot or other real estate is located.

1.02 GENERAL PURPOSE.

The purpose of this Declaration is to ensure the best use and most appropriate development and improvement of each Lot thereof; to protect Owners of Lots against such use of surrounding Lots as will detract from the residential value of their property; to preserve, as far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or poorly proportioned structures; to obtain harmonious use of material and color scheme; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on Lots to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequate free spaces between structures and in general to provide adequately for a high type and quality of improvement on said property, and thereby to preserve and enhance the values of investments made by purchasers of building sites therein.

1.03 SINGLE FAMILY USE: GENERAL RESTRICTIONS.

A. Each Lot shall be used solely for residential purposes by one Family, 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 those

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 and no garage, tent or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for the family or guests without the prior approval of the Board.

C. Each Lot shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot or other lots or parcels in the Town or Village and, if not properly maintained, the Association may perform yard maintenance and charge the costs thereof to the Lot Owner and levy a Special Assessment against the Lot. Developer shall not be obligated to improve any areas of the Subdivision with grass or plantings or to cut grass or foliage growing in a natural environment. This does not relieve Developer of any obligations it has by virtue of the Subdivider's Development Agreement with the Town and Village.

D. No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose.

E. No soil shall be removed from any Lot in the Subdivision without the prior consent of the Board. Any excess soil resulting from excavations shall be transported, at the buyer's expense, to an appropriate dumping site.

1.04 USE AND MAINTENANCE OF COMMON AREAS.

A. All Common Areas shall be used as open space for the common benefit of the Subdivision and not for recreational or other activities by any Lot Owner unless previously approved by the Board (which approval, if given, may be revoked at any time).

B. Any signs, monuments or structures constructed by Developer or the Association on any Common Areas shall be properly maintained by the Association. The Association shall also maintain all other Common Areas so as to be neat and attractive in appearance.

C. Unlike the other Common Areas, each individual Lot Owner owns an undividable fractional ownership interest in Outlot 1. Outlot 2 shall be dedicated to Waukesha County for open space preservation. The Homeowner's Association shall be responsible for the maintenance, repairs, taxes, upkeep and operation of Outlot 1, including the retention pond located on Outlot 1, and shall assess the Lot Owner their pro rata share of costs in the same manner as assessments are made for the other common areas. However, in the event Waukesha County shall become an owner of any Lot in the subdivision by reason of a dedication or a tax delinquency, Waukesha County, Village of Lac La Belle and the Town of Oconomowoc

shall not be liable for any fees or special assessment in connection with said Outlot 1. If the Village or Town believe that the "failure to maintain" Outlot 1 (including the retention pond thereon) has the potential of creating or contributing to immediate drainage problems, it may send notice of the problem and demand that it be remedied to the Homeowner's Association by first class mail. If said Homeowner's Association fails to (1) inform the Village or Town (as the case may be) in writing within four (4) days within the mailing of said notice that said Homeowner's Association will immediately remedy the problem or (2) fail to complete said remedy within seven (7) days of mailing of said notice; the Village or Town (as the case may be) may (but are not required to) remove the obstruction or remedy the maintenance deficiency. All costs incurred by the Village or Town in removing an obstruction or remedying a lack of maintenance pursuant to this subsection shall be charged to the Homeowner's Association and shall appear on the next tax bill as a special charge pursuant to Wis. Stats §66.60(16). The current and future owners of Outlot 1 hereby consent to imposition of all such special charges in this manner. "Failure to maintain" for purposes of this subsection includes (but is not limited to) failure to remove sediment or other accumulations so as to maintain the grades and elevations specified or indicated in the Site Grading Plan dated November 17, 1995, and revised on January 2, 1996, (on file with the Town Clerk and Village Clerk), failure to remove any obstruction (whether natural or man-made, including vegetation, trash, branches, rocks, etc.) that do or might obstruct the free-flow of surface water as that water is intended to flow by the design of the retention pond, inlets and outlet, all as specified in said Site Grading plan (with the understanding that said retention pond is intended to retain and accumulate standing water on a consistent basis).

1.05 RESTRICTIONS ON USE OF RECREATIONAL VEHICLES.

Recreational Vehicles shall not be parked, kept or stored on any Common Area or undeveloped area of the Subdivision nor shall any such Recreational Vehicle be parked, kept or stored on any Lot outside an enclosed garage, without the prior approval of the Board (which may be withheld for any reason including, but not limited to, aesthetics). Further, Recreational Vehicles shall not be used or operated on any Lot or otherwise within the Subdivision except on dedicated streets in accordance with applicable traffic laws.

1.06 ANIMAL AND PETS.

No animals, horses, livestock or poultry of any kind shall be raised, bred or kept on any Lot except two dogs, two cats and other such household pets, provided that they are not kept, bred or maintained for a commercial purpose.

1.07 GARBAGE, REFUSE AND NOISE.

No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever or for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odor; or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

CONSTRUCTION OF IMPROVEMENTS

2.01 MINIMUM LIVING AREA & OTHER REQUIREMENTS.

A. Each single-story Home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios and storage areas) of not less than 2,000 square feet.

B. Each 1½ or two-story Home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios and storage areas) of not less than 2,600 square feet.

C. The Board shall have the exclusive right to determine whether such requirements will be satisfied and any decision of the Board shall be final and conclusive.

D. The garage shall be attached to the Home and shall be constructed at the time of construction of the Home and all exterior portions of such garage leted prior to occupancy of the Home. The gar ace the street unless it is a corner lot and ha approval of the Board.

3/29 Dan Heider. No Fireplace req'd.

E. The exterior of all e of masonry, stucco or stone construction. Th uctures shall be constructed of wood, brick, a combination thereof. In no event shall the ext structure consist of metal or vinyl siding. All roofs shall consist of natural shakes, tile, natural slate or approved man-made slate or 300 lb. dimensional asphalt shingles. Notwithstanding anything to the contrary contained in this paragraph, comparable or superior construction materials may be substituted if said substituted materials are approved in writing by the Board.

F. If shutters are used for windows on the front of the Home, they shall also be used on appropriate windows on the sides and rear of the Home. Similarly, window casings and trim features on the front of the Home shall be used on the sides and rear of the Home.

G. When divided lite windows are used in the front of the Home, they shall also be used on appropriate windows on the sides and rear of the Home.

H. Any exposed basement or foundation walls shall be covered with masonry veneer or plaster. Notwithstanding the above, comparable or other suitable construction materials may be substituted if said substituted materials are approved, in writing, by the Board.

2.02 LOCATION, SETBACK, UNIMPROVED AREA AND LOT IMPROVEMENTS.

A. Location. The Home or garage (including eaves, steps, overhangs and attached porches, patios and other appurtenances) located on any Lot shall be in accordance with the municipal ordinances, the Declaration of Restrictions and must be approved by the Board.

B. Setbacks. Approval by the Planning Commission or building inspector of the Local Municipality with respect to setbacks or other matters shall not be binding on the Board in any respect. No single side-yard shall be less than twenty (20) feet wide.

C. Lot Improvements.

1. Notwithstanding the setback and improvement requirements specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the Lot, must be approved in writing by the Board prior to any construction, it being intended that the Board may, in its discretion, impose greater setback requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Board deems advisable.

2. Subject to Section 2.02 D., the Board may permit improvements (other than the Home and garage) to be constructed, installed and located within the setback areas described above, subject to approval by the Local Municipality; provided, such permission must be in writing to be effective and can only be granted after notice to all adjoining and adjacent Lot Owners advising them of the proposed improvement and affording them an opportunity to be heard with respect to the proposed improvement.

D. Notwithstanding any other provisions of this Declaration to the contrary, with respect to Lots 1 through 6: (1) no building, structure or improvement other than driveway and (with the

necessary Village conditional use permit) fences and landscape features may be installed or maintained outside of the building envelope shown on the Final Plat; and (2) Village ordinances (as amended from time to time) shall apply to the use and improvement of the entirety of each lot and all applicable Village permits (including building and erosion control) must be received.

2.03 APPROVAL OF ARCHITECTURAL CONTROL BOARD REQUIRED FOR ALL IMPROVEMENTS.

A. No Home, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without: (1) prior submission of detailed plans to the Board appropriate for its review and approval; and (2) acquisition of prior written approval by the Board. Plans, to be considered appropriate for review by the Board, must include the following (unless the Board advised a Lot Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Home, garage or addition or change to either) showing dimensions, composition and color of exterior materials and equipment, if any, and a plot plan showing the location of the improvement with respect to setbacks from lot lines and other buildings and improvements, finish grade elevations, topography and other data pertinent to such review by the Board as it may reasonably request. The Board shall reject the proposed improvement if, in its sole judgment, any one or more of the general purposes in Section 1.02 will not be satisfied in relation to material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings, setbacks, finished grade elevations, drainage and plantings and general aesthetics. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD SHALL BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE. Without intending to limit the generality of the foregoing, it is intended that the exterior color of any portion of a Home, garage or other improvement may not be changed in any significant respect without the prior written approval of the Board.

B. Upon approval by the Board of the plans for the proposed improvement and upon receipt of any necessary Local Municipality and other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be completed as to all exterior items within twelve months following either acquisition of Board approval or issuance of any required building permit by the Local Municipality, whichever is later. The Board may, in its discretion, extend such completion deadline up to an additional six months in the event it finds the

delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors.

C. In the event the Board fails to act upon proposed plans within 30 days following written acknowledgement by the Board that it has received such plans and that they are adequate for purposes of its review or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the Board is required as to such particular matter.

D. In order for any approval or permission of the Board under this Section to be binding or effective, it must be in writing signed by the President or Secretary of the Association. No oral statements, representations or approvals of the Board or any of its members or agents shall be binding on the Board under any circumstances, regardless of any reliance thereupon by any Lot Owner.

E. Within 90 days following construction or installation of any improvement, the Lot Owner shall furnish an "as built" certified survey showing the location of the improvement, if required by the Board.

F. All homes shall be traditional in design.

2.04 LANDSCAPING AND DRAINAGE.

A. Within 6 months following issuance of an occupancy permit for a Home, a complete landscaping plan for the entire Lot shall be submitted to the Board for its approval under Section 2.03 above. All landscaping shall be completed (in accordance with the plan approved by the Board) within 12 months following the issuance of the occupancy permit for the Home.

B. To avoid a substantial increase in surface water drainage onto adjoining Lots, the landscaping plan shall provide for adequate drainage of storm and surface water away from adjoining Lots and other lots and parcels in the Town and Village if natural drainage on the Lot is to be or has been altered by grading or landscaping by the Lot Owner.

C. No lot line, fence, wall, hedge or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board under Section 2.03.

D. Each Lot and the owners thereof shall be responsible for maintaining all drainage easements located on that Lot. This maintenance requirement includes the requirement to take all steps necessary to maintain the continuing functioning of the surface

water drainage system for the Subdivision and the portion of that system contained within the drainage easements on said Lot. Included among the maintenance responsibilities shall be maintenance of the topography and grade of all land within all drainage easements in conformance with the topography and grades established in the Master Grading Plan dated November 17, 1995, and revised on January 2, 1996, and on file with the Village Clerk and Town Clerk, cutting of all grass and vegetation within said drainage easement so that no vegetation within said easement exceeds a height of 4 inches, and removal of any obstruction (whether natural or man-made, including trash, branches, rocks, etc.) that do or might obstruct the free flow of surface water within said drainage easement. Lot 4 of Certified Survey map 4345 may not be graded, filled, planted or developed or altered in any way, that would or might, in any way impede the free flow of surface water from Lot 1 of Woodlake Subdivision onto said Lot 4. Violation of the prior sentence constitutes a "failure to maintain drainage easement" for purposes of this subsection. If the Village or Town believe that the failure to maintain the drainage easement on a Lot or Lots has the potential of creating or contributing to immediate drainage problems, it may send notice of the problem and demand that it be remedied to the record owner of said Lot or Lots by first class mail. If said record owners fail to (1) inform the Village or Town (as the case may be) in writing within four (4) days within the mailing of said notice that said owners will immediately remedy the problem, or (2) fail to complete said remedy within seven (7) days of mailing said notice; the Village or Town (as the case may be) may (but is not required to) remove the obstruction or remedy the maintenance deficiency. All cost incurred by the Village or Town in removing an obstruction or remedying a lack of maintenance pursuant to this subsection shall be charged to the record owners of said Lot or Lots and shall appear on the next tax bill as a special charge pursuant to Wis. Stat. §66.60(16). The current and future owners of all Lots hereby consent to imposition of such special charges in this manner.

2.05 DRIVEWAY, CURB AND GUTTER.

Each Lot shall be improved by the Lot Owner with an approved hard surface driveway extending from the street to the garage within 12 months following issuance of an occupancy permit for the Home. A plot plan showing the location of the drive shall be submitted to the Board for its prior approval under Section 2.03 above.

Any culvert openings shall be finished with natural stone, masonry or asphalt. The location, positioning and finishing of all culverts shall be approved by the Architectural Control Board.

2.06 CONSTRUCTION.

A. No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Board, unless required for back filling, finish grading or landscaping.

During any earth moving activities, erosion control practices shall be installed and maintained. Each Lot Owner shall comply with the soil and erosion control plan ordinance of the Local Municipality. Lots 1 through 6 must comply with the Village ordinances concerning erosion control and land disturbance.

B. Each Lot Owner shall include the following provisions in all construction contracts:

1. The roadway abutting the Lot shall be cleaned each Friday (or more often as required by Town) of mud and debris during the period of construction.

2. There shall be no loud music at the construction site during the period of construction.

3. A dumpster shall be provided at the building site for the period of construction for debris.

4. All burning of debris must comply with municipal burning ordinances and regulations.

√ 5. There shall be no more than one sign on any lot during the period of construction and that said sign shall not exceed 6 square feet.

√ 6. That no sign of any contractor shall be placed at the entry way to the Subdivision.

7. That the contractor shall comply with the soil and erosion control plan ordinance of the Local Municipality.

If the Lot Owner does not include such a provision in the contract with the contractor or if the Lot Owner does not enforce the provision, the Board may take the necessary action to enforce the provision at the Lot Owner's expense.

2.07 INCINERATOR.

No incinerator or incineration system for burning garbage

or debris shall be used or permitted.

2.08 WIRES AND ANTENNA.

A. All utility lines and wiring for gas, electric, telephone and cable television service, if available, to a Home, garage or other improvement shall be installed underground.

B. No rooftop, tower-mounted or other external antenna for television or radio reception, satellite dish or for other electronic transmission or reception shall be erected, installed or used other than an 18" or smaller satellite dish. Any Lot Owner who causes or allows any such rooftop or other external antennas or satellite dishes to be constructed, installed or placed on a Lot shall be required to remove such improvement or the Board may remove such equipment in its entirety at the Lot Owner's expense.

2.09 SIGNS.

No signs or banner of any kind shall be placed or displayed to public view on any Lot except one (1) sign of not more than 4 square feet advertising the property for sale. No signs can be placed at the entry way of the Subdivision advertising a Lot for sale.

2.10 LIGHT FIXTURES AND MAILBOX.

Each Lot Owner shall be required to purchase a light fixture and a mailbox from the Developer. The cost of the light fixture and mailbox shall be $_____ which shall be paid by the Lot Owner to the Developer at closing. The Owner shall be responsible to install the light fixture and mailbox at locations selected and approved by the Board to insure harmony and appearance in the Subdivision. The Owner shall be responsible to maintain said light fixtures and mailboxes. All light fixtures shall be fitted with a 75 watt clear light bulb.

2.11 SOLAR COLLECTORS.

No exterior active solar collectors or similar devices shall be erected, installed or used without the written permission of the Board.

2.12 REFUSE AND GARBAGE RECEPTACLES.

All refuse and garbage receptacles shall be stored in the home, garage or other structure on the premises except for the period 12 hours before and 12 hours after the scheduled garbage pickup.

2.13 HEIGHT OF GRADE.

No Owner of any Lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any Lot from that which is specified in the Site Grading Plan dated November 17, 1995, and revised on January 2, 1996, and on file with the Town Clerk and Village Clerk, unless and until he shall first obtain the written approval of the Architectural Control Board and (for Lots 1 through 6) the Village Plan Commission for such grade alterations. In order to obtain the Board's approval, the Lot Owner must, at his own expense, have prepared a grading plan and an erosion control plan which show, in detail, the area to be regraded, the existing and proposed topography and an analysis of the effects on the site drainage. The plan shall not adversely affect the adjacent property owners with regard to drainage or views; the determination of which shall be done by the Architectural Control Board. The owners of Lots 1 through 6 are hereby put on notice that the depth of the sanitary sewer laterals and (for Lots 1 and 2) main were not determinable at the time of execution of this Declaration. The owners of Lots 1 through 6 must exercise particular care in the grading of their lots, location of their building site and design of their houses to determine the minimum basement floor elevation at which gravity sanitary sewer service would be available to them.

2.14 WETLANDS AND ENVIRONMENTAL CORRIDORS.

In order to preserve and protect the wetlands and environmental corridors located in this Subdivision to the greatest extent possible, no construction, land disturbing, grading or filling activities may occur within the wetland and environmental corridor areas. During all construction and land disturbing activities, the owners of said lots shall comply with all appropriate regulations promulgated by the County of Waukesha, the Local Municipality, the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the property.

2.15 LAKE ACCESS.

No Lot, Lot Owners, licensees, occupants or guests of Lot Owners shall have lake access to Lake Lac La Belle.

2.16 RIGHT-OF-WAY.

The Developer, Lot Owners, licensees, occupants and guests of Lot Owners are prohibited from the use of the public right-of-way easement plotted as North Cliff Drive.

2.17 OUTSIDE LIGHTING.

No outside lighting other than lighting allowed under Section 2.10 above shall be allowed without the written permission of the Board. No outside high intensity or mercury lighting shall be permitted.

2.18 BUILDING ENVELOPES.

The Site Grading Plan dated November 17, 1995, and revised on January 2, 1996, and on file with the Town Clerk and Village Clerk contains a Building Envelope on Lot 4 of Certified Survey Map No. 4345. The Building Envelope located on Lot 4 is so located because of the existence of a wetland on this lot. Lot 4 of Certified Survey Map 4345 may not be graded, filled, planted or developed or altered in any way, that would or might, in any way, impede the free flow of surface water from Lot 1 of Woodlake Subdivision onto said Lot 4. No construction, land disturbing, grading or filling activities may occur outside of the designated Building Envelope on this Lot 4. During all construction and land disturbing activities, the owner of said lot shall comply with all wetland regulations promulgated by the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the property.

2.19 POOLS AND DIVING BOARDS.

No above-ground pools and no diving boards shall be permitted in the Subdivision.

THE ASSOCIATION

3.01 CREATION OF ASSOCIATION.

A. The Developer shall totally control all phases of development and operation of the Subdivision, including the Architectural Control Board until 3 months after its sells or transfers title to 32 Lots in the Subdivision. Notwithstanding the above, the Developer, in its sole discretion, may transfer control of the Architectural Control Board to the Association before it sells its last lot. Three months after Developer sells or transfers title to the last Lot, all members of the Association will be able to vote pursuant to Section 3.01 of this Declaration.

B. The Association shall exist during the term(s) of this Declaration and shall automatically terminate upon termination of this Declaration.

C. The Association shall exist for the purpose of electing the officers of the Association and the Architectural Control Board

and maintaining the common areas and other designated lands above referred to and assessing the pro rata share of such maintenance to the individual Lots and collect the assessments thereof; such charges shall operate as a lien against the real estate of each Lot Owner until paid.

3.02 MEMBERSHIP.

A. Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each Lot owned, subject to the restriction in Section 3.01(A) of this Declaration, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of the Lot, regardless of the form of tenancy, estate or interest in the Lot.

B. Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

3.03 VOTING.

A. When each Lot Owner is eligible to vote, as defined in Section 3.01(A) of this Declaration, the vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any Co-Owner. Fractional votes will not be allowed; and if Co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any Co-Owner of a Lot or the proxy of any such Co-Owner as duly authorized to vote for all Co-Owners of that Lot.

B. Quorum: A quorum for voting purposes shall consist of fifty percent (50%) or more of the votes entitled to be cast.

C. There shall be no cumulative voting for election of officers or on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

D. A Lot Owner shall not be entitled to vote on matters if any General or Special Assessment against the Lot is then delinquent.

E. Proxies shall be valid for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be

filed with the Secretary at or before the appointed time of the meeting.

3.04 MEMBERSHIP LIST: NOTICES.

A. The Association shall maintain a current Membership List. Each Lot Owner shall furnish the information necessary for the Association to maintain such Membership List.

B. All notices required to be given to a Lot Owner shall be deemed to have been duly given: at the time of personal delivery to the Lot Owner or the Home of the Lot Owner; or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the Lot Owner's mailing address shown in the Membership List. Notice to one Co-Owner of a Lot shall be deemed effective notice to all other Co-Owners of such Lot.

3.05 ASSOCIATION MEETINGS.

A. Written notice of all meetings of the Association stating the time, place and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than 5, nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

B. The annual meeting of the Association shall be held in October of each year for the purpose of electing officers and transacting any other business authorized to be transacted by the Association. The Board shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 3.05(a).

C. Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Owners with one-fourth or more of all votes entitled to be cast.

D. A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.

E. The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.

F. If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which

a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting originally noticed.

3.06 POWERS OF THE ASSOCIATION.

A. Without limitation, the Association shall have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration:

1. to levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners.

2. to enforce this Declaration;

3. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Area.

4. to enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or improvements therefor;

5. to incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;

6. to employ the services of any person, firm or corporation to maintain the Common Areas or to construct, install, repair or rebuild improvements thereon;

7. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;

8. to commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

9. to adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such

Rules or Regulations; and

10. to exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners.

B. The President, together with one other officer of the Association, is empowered to negotiate, execute and enter into contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise any powers or obligations of the Association or of the Board under this Declaration.

3.07 ARCHITECTURAL CONTROL BOARD.

A. Initially, all Officers of the Association shall be members of the Architectural Control Board. However, the members may elect other members to the Architectural Control Board who are not Officers.

B. The Board shall initially consist of the person(s) appointed by Developer as President, Secretary, and Treasurer of the Association to hold office until successors are elected by the Association. Board members and officers elected by the Association must be Lot Owners or Co-Owners of a Lot in order to be eligible to serve as an officer and member of the Board.

✓ C. Any officer and member of the Board (other than an officer appointed by Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners. A successor shall be elected at a meeting thereafter called for the purpose.

✓ D. Vacancies in any officer position on the Board (caused other than by removal under Section 3.07(c) above) shall be filled by a majority vote of the officers then in office. Each officer so elected shall serve until the next annual meeting of the Association.

E. An annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

F. Regular meetings of the Board shall be held at such times and places as the Board determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required.

G. Special meetings of the Board may be called by any officer on three (3) days prior notice to each officer, given orally or in writing.

H. Before, at, or after any meeting of the Board, any

officer may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.

I. For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the officers and the act of such majority shall be the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

J. Any action of the Board authorized under this Declaration may be taken upon the unanimous consent of all officers without a meeting.

3.08 OFFICERS.

A. The Officers of the Association shall be:

1. a President, who shall be the chief executive officer of the Association and a member of the Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the Office of the President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.

2. a Secretary, who shall be a member of the Board; keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and approvals on behalf of the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

3. a Treasurer, who shall be a member of the Board; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board;

assess and collect all General and Special Assessments made by the Board; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

4. All officers shall be elected annually by the Association if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two or more offices at any one time, except that officers appointed by Developer may hold any number of offices.

3.09 MANAGEMENT OF ASSOCIATION BY THE BOARD.

A. The Association and its business, activities and affairs shall be managed by the Board (which shall consist of all the officers of the Association. The Board shall exercise and perform, in addition to the powers, duties and obligations specified in this Declaration, all powers, duties and obligations of the Association.)

B. The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board of the Association on any matter.

C. No person shall receive any payment for services rendered as an officer of the Association or as a member of any committee unless specifically authorized by prior resolution of the Association. The Board may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of his/her duties.

D. No member of any board or committee or officer of the Association shall be liable to any Lot Owner or to any other party for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such board or committee member or officer, provided such person acted in good faith, without willful or intentional misconduct.

E. All decisions of the Board on any matter (including, without limitation, decisions under Section 2.03) shall be enforceable against any Lot Owner if the exercise of judgment or discretion of the Board is made in good faith and such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

3.10 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS.

A. The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Lot Owners and their Lots.

The Board shall remove and lawfully dispose of all existing outbuildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish within the Subdivision that has not been properly removed and disposed of by the Lot Owners. The Board shall assess the costs for said removal and disposal against the Lot Owners and their Lots.

B. "Special Assessments" may be made and levied by the Board against a particular Lot Owner and his, her or their Lot (without levying against other Lots) for:

1. costs and expenses (anticipated or incurred) for repair of damage to Common Areas caused by or at the direction of the Lot Owner or the family or guests of the Lot Owner;

2. costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the Lot Owner;

3. interest due on General or Special Assessments;

4. all other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration; and

5. costs, expenses and actual attorney's fees incurred in, or in anticipation of, any suit, action or proceeding brought against the Homeowner's Association as a result of a Lot Owner's failure to pay an assessment or charge by the appropriate sanitary sewage system and/or water system.

C. "General Assessments" may be made and levied by the Board equally against each Lot Owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

1. maintenance, repairs, upkeep or operation of Common Areas and any additional Common Areas that may be acquired by the Association;

2. any insurance maintained by the Association;

3. taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

4. all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incidental to the exercise of any of its powers or obligations;

5. costs and expenses for additional improvements to Common Areas beyond those installed by Developer;

6. all items subject to Special Assessment which have not been collected from a Lot Owner at the time such payments are due; provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;

7. all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by Special Assessment;

8. costs and expenses of service, if any, made available to all Lots and/or for any Common Areas;

9. costs in connection with the maintenance of the sanitary sewage system and/or water system that are deemed to be common expenses; and

10. all other costs and expenses declared to be common expenses under this Declaration.

The General Assessments for all common expenses shall be levied equally against each Lot.

D. The Association shall maintain separate books and records for General and Special Assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessment.

E. Developer shall be responsible for all municipal

assessments levied against any platted Lot prior to a sale of such Lot by Developer. Developer shall not be responsible for any General or Special Assessments of the Association which may be levied for improvements, capital expenditures, reserves, or replacement funds of any kind. The Board may at any time levy assessments for such purposes against the Lot Owners and against all Lots.

F. The Board shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one of the Co-Owners of the Lot.

3.11 PAYMENT OF ASSESSMENTS.

A. Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

B. All Co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

3.12 DELINQUENT ASSESSMENT: INTEREST, LIEN AND COLLECTION.

A. All General and Special assessments which are not paid when due: shall bear interest at 12 percent per annum until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.

B. The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or

to foreclosure the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owners.

3.13 RULES AND REGULATIONS.

A. The Association may from time to time adopt or change rules or regulations (hereafter "Rules and Regulations") governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations.

B. A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitations the imposition of the forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

3.14 LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

3.15 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the President of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Waukesha County, Wisconsin.

3.16 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

A. The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules and Regulations adopted by the Association, except (1) as provided in Section 3.16 D. of this Declaration, and (2) that any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Section 2.03(c), to enforce any such terms,

conditions or provisions (other than for collection of assessments against Owners of the other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof. Neither the Association nor the Board shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board to take any action requested by such Lot Owner against another Lot Owner.

B. Each remedy set forth in this Declaration and/or in Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as provided in Section 2.03(c)) unless a written waiver is obtained from the Board.

C. Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reversion of title to any Lot.

D. The restrictions and provisions contained in Sections 1.03, 1.04, 1.05, 1.06, 1.07, 2.02, 2.04, 2.06, 2.08, 2.09, 2.12, 2.13, 2.14, 2.15, 2.16 and 2.18 all benefit the Village and are enforceable by the Village as specified in this subsection. If provision or restriction contained in any of the sections listed in this subsection is not performed or fully complied with by Developer, Association or owners or occupants of Lots, (hereinafter collectively referred to as "Breach"), the Village may, but is not required to, take enforcement action in the following manner:

1. Village shall first provide written notice of the specific Breach to the entity which failed to perform said obligation, or which owns the portion of the Subdivision where the restriction or provision is not being complied with or fully performed (as the case may be) with copy to the Association if the Association is not the Breaching party.

2. If within thirty (30) days after the Village has provided such notice, such alleged Breaching party has not remedied said Breach and if the Association has not taken steps satisfactory to the Village to remedy said Breach, the Village shall be entitled to any one or more of the following remedies:

(a) An injunction from the Waukesha County Circuit Court compelling (1) the alleged breaching party to remedy said Breach and (2) the Association to use all of its authority under this Declaration (including the use of special assessments and liens against the Lots) to remedy the Breach;

(b) A money judgment from the Waukesha County Circuit Court against (jointly and severally) the alleged Breaching parties for all monies owed to the Village as a result of said Breach, including all legal and professional consulting fees and costs of litigation incurred by the Village in obtaining an injunction or both.

3. The enforcement rights of the Village are in addition to the right to levy special charges against a Lot or Lots pursuant to Section 2.04 D. of this Declaration.

MISCELLANEOUS

4.01 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

Developer hereby reserves the right to grant and convey easements to the Local Municipality and/or to any public or private utility company, upon, over, through or across those portions of any Lot in the Subdivision for purposes of allowing the Local Municipality or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision to persons other than a Successor-Developer. The rights of Developer herein do not diminish or alter the easements shown on the Final Plat.

4.02 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

4.03 COVENANTS RUN WITH LAND.

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

4.04 AMENDMENTS TO DECLARATION.

This Declaration may be amended by recording in the Office of the Register of Deeds for Waukesha County, Wisconsin, a document to that effect executed by the Owners of at least 90 percent of all Lots in the Subdivision, with all signatures duly notarized. Such amendment shall become effective only upon recording. The consent of the Owner of the Lot shall bind all future mortgage lenders to any such amendments to this Declaration. No amendment altering the provisions or effect of Section 1.01, 1.03, 1.04, 1.05, 1.06, 1.07, 2.02, 2.04, 2.06, 2.08, 2.09, 2.12, 2.13, 2.14, 2.15, 2.16, 2.18, 3.16, 4.01, 4.02, 4.03, 4.04, 4.05, 4.07, or 4.08 shall be effective without the written approval of the Village.

4.05 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of 20 years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 20-year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is recorded an instrument (executed by the Owners of at least 90 percent of all Lots in the Subdivision and their mortgagees) and Village terminating this Declaration in which event this Declaration shall terminate upon the recording of such instrument.

4.06 DISCLAIMER.

Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of the Subdivision not already platted as of the date of recording of this Declaration.

4.07 INTERPRETATION.

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under these Declarations or approved in writing by the Board.

4.08 APPLICABLE LAW.

This Declaration shall be construed and enforced in accordance with, and governed by, the laws of and in the courts of the State of Wisconsin.

IN WITNESS WHEREOF, this Declaration of Restrictions is executed by Spheeris Development Corporation, as Developer, as of the date first written above.

SPHEERIS DEVELOPMENT CORPORATION

By: Jonathan Spheeris

Jonathan Spheeris, President

Personally came before me this 31st day of January, 1996, the above named Jonathan Spheeris, President of Spheeris Development Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Leslie C. Bykowski

*Leslie C. Bykowski

Notary Public State of Wisconsin

My Commission: expires 11-2-97.

a:\woodlake.com

1996
20 YRS
2016

PROVISION TO BE INCLUDED IN CONSTRUCTION CONTRACT

Pursuant to Section 2.06(B) of the Declaration of Restrictions for Woodlake each Lot Owner shall include the following provisions in all construction contracts:

1. The roadway abutting the Lot shall be cleaned each Friday (or more often as required by the Town of Oconomowoc) of mud and debris during the period of construction.

2. There shall be no loud music at the construction site during the period of construction.

3. A dumpster shall be provided at the building site for the period of construction for debris.

4. All burning of debris must comply with municipal burning ordinances and regulations.

5. There shall be no more than one sign on any lot during the period of construction and that said sign shall not exceed 6 square feet.

6. That no sign of any contractor shall be placed at the entry way to the Subdivision.

7. That the contractor shall comply with the soil and erosion plan control ordinance of the Local Municipality and the Village of Lac La Belle with respect to Lots 1 through 6.

"WOODLAKE", being a part of Government Lot 1 and Lot 2 of Section 20, Town 8 North, Range 17 East, in the Village of Lac La Belle and Town of Oconomowoc, Waukesha County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of the said Southeast 1/4 Section, running thence South 89°13'36" West along the South line of the said Southeast 1/4 Section and the Centerline of Lac La Belle Drive, 1616.96 feet to a point in the Southeast corner of Certified Survey Map No. 4345; thence North 01°48'36" West along the East line of the said Certified Survey Map No. 4345, 848.90 feet to the Northeast corner of said Certified Survey Map No. 4345, said point being the place of beginning of the lands hereinafter described:

Continuing thence North 01°48'36" West, 488.08 feet to a point in the North line of the Southwest 1/4 of the Southeast 1/4 of Section 20 thence North 89°59'34" West along the North line of the said Southwest 1/4 of the Southeast 1/4 of Section 20,1105.50 feet to a point in the West line of the said Southeast 1/4 Section; thence North 01°48'36" West along the West line of the said Southeast 1/4 Section, 1352.04 feet to a point in the center of said Section; thence North 89°14'56" West along the North line of the Southwest 1/4 of Section 20, 568.00 feet to a point; thence South 01°48'36" East and parallel to the East line of the said Southwest 1/4 of Section 20, 1067.80 feet to a point; thence South 52°00'00" East, 79.37 feet to a point; thence Southwesterly 182.74 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 263.00 feet and whose chord bears South 18°05'42" West, 179.08 feet to a point; thence South 01°48'36" East, 727.20 feet to a point; thence South 68°16'25" East along the North line of Certified Survey Map No. 1223 and 1609, 748.32 feet to a point; thence North 19°26'00" East, 38.24 feet to a point; thence North 87°12'45" East, 273.91 feet to a point in the West line of Certified Survey Map No. 4345; thence North 13°26'24" East along the West line of said Certified Survey Map, 147.96 feet to a point; thence North 01°48'36" West along the West line of said Certified Survey Map, 176.22 feet to a point in the Northwest corner of said Certified Survey Map; thence Easterly along the North line of said Certified Survey Map No. 4345 the following courses, North 84°00'00" East, 378.68 feet to a point of curve; thence Southeasterly 76.91 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 133.00 feet and whose chord bears South 79°25'59.5" East, 75.85 feet to a point in a curve; thence Northeasterly, 108.38 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 133.00 feet and whose chord bears North 64°50'42" East, 105.41 feet to a point of tangency; thence North 88°11'24" East, 110.94 feet to the point of beginning.

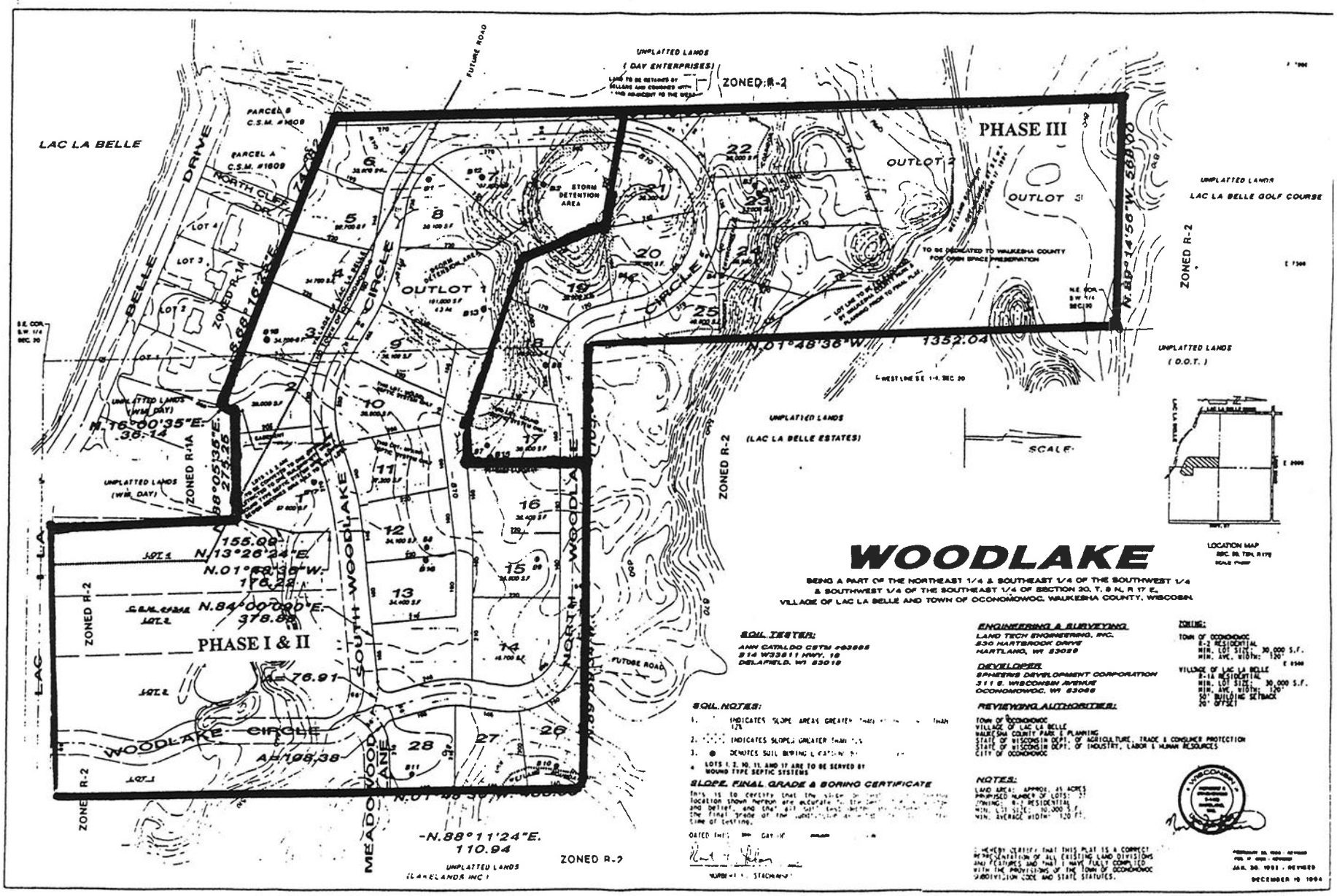
Containing 44.62 acres more or less.

EXHIBIT

A

Lot One (1), Lot Two (2), Lot Three (3), Lot Four (4), and Outlot One (1) of Certified Survey Map No. 4345, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on June 28, 1983, in Volume 34 of Certified Survey Maps, pages 232, 233, 234, 235 and 236, as Document No. 1218960, being a part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty (20), Township Eight (8) North, Range Seventeen (17) East, in the Village of Lac LaBelle and Town of Oconomowoc, Waukesha County, Wisconsin.

EXCEPTING therefrom that part of Lot 4 of said Certified Survey Map No. 4345, also being a part of Lot 1 of Certified Survey Map No. 6581, recorded as Document No. 1681864 in Volume 54 of Certified Survey Maps on pages 312 through 315, bounded and described as follows: Commencing at the Southwest corner of Lot 4 of said Certified Survey Map No. 4345, said point being the point of beginning; thence North 13°26'24" East along the West line of said C.S.M. No. 4345, 410.06 feet to a point; thence South 08°51'03" East, 182.16 feet to a point; thence South 07°34'26" West, 251.28 feet to a point on the North right-of-way line of Lac LaBelle Drive; thence Northwesterly 95.82 feet on said right-of-way line being on the arc of a curve, whose center line lies to the Northeast, whose radius is 234.00 feet and whose chord bears North 71°27'58" West, 95.15 feet to the point of beginning. Containing 26,215 Square Feet.



WOODLAKE

BEING A PART OF THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 & SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, T. 8 N., R. 17 E.
VILLAGE OF LAC LA BELLE AND TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

SOIL TESTER:
ANN CATALDO CSTM #83665
S14 W33611 HWY. 18
DELAFIELD, WI 53018

SOIL NOTES:
1. INDICATES SLOPE AREAS GREATER THAN 12%
2. INDICATES SLOPES GREATER THAN 12%
3. DENOTES SOIL BORING LOCATION
4. LOTS 1, 2, 10, 11, AND 17 ARE TO BE SERVED BY MOUND TYPE SEPTIC SYSTEMS

SLOPE, FINAL GRADE & BORING CERTIFICATE
This is to certify that the slope ... location shown hereon are accurate ... and better, and that all soil borings ... the final grade of the ... time of testing.
DATED THIS ... DAY OF ...
... STACHOWSKI

ENGINEERING & SURVEYING
LAND TECH ENGINEERING, INC.
530 HARTBROOK DRIVE
HARTLAND, WI 53029

DEVELOPER
SPHEERIS DEVELOPMENT CORPORATION
311 E. WISCONSIN AVENUE
OCONOMOWOC, WI 53066

REVIEWING AUTHORITIES:
TOWN OF OCONOMOWOC
VILLAGE OF LAC LA BELLE
WAUKESHA COUNTY PARK & PLANNING
STATE OF WISCONSIN DEPT. OF AGRICULTURE, TRADE & CONSUMER PROTECTION
STATE OF WISCONSIN DEPT. OF INDUSTRY, LABOR & HUMAN RESOURCES
CITY OF OCONOMOWOC

ZONING:
TOWN OF OCONOMOWOC
R-2 RESIDENTIAL
MIN. LOT SIZE: 30,000 S.F.
MIN. AVG. WIDTH: 130'

VILLAGE OF LAC LA BELLE
R-1A RESIDENTIAL
MIN. LOT SIZE: 30,000 S.F.
MIN. AVG. WIDTH: 120'
50' BUILDING SETBACK
20' OFFSET

NOTES:
LAND AREA: APPROX. 61 ACRES
PROPOSED NUMBER OF LOTS: 37
ZONING: R-2 RESIDENTIAL
MIN. LOT SIZE: 30,000 S.F.
MIN. AVERAGE WIDTH: 120 FT.

I HEREBY CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF ALL EXISTING LAND DIVISIONS AND FEATURES AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE TOWN OF OCONOMOWOC SUBDIVISION CODE AND STATE STATUTES.

JAN. 30, 1995 - REVISED
DECEMBER 19, 1994

1218960

CERTIFIED SURVEY MAP NO. 4345

BEING A PART OF THE SW. 1/4 OF THE SE. 1/4 OF SECTION 20, T.8N., R.17E., VILLAGE OF LAC LABELLE AND TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR

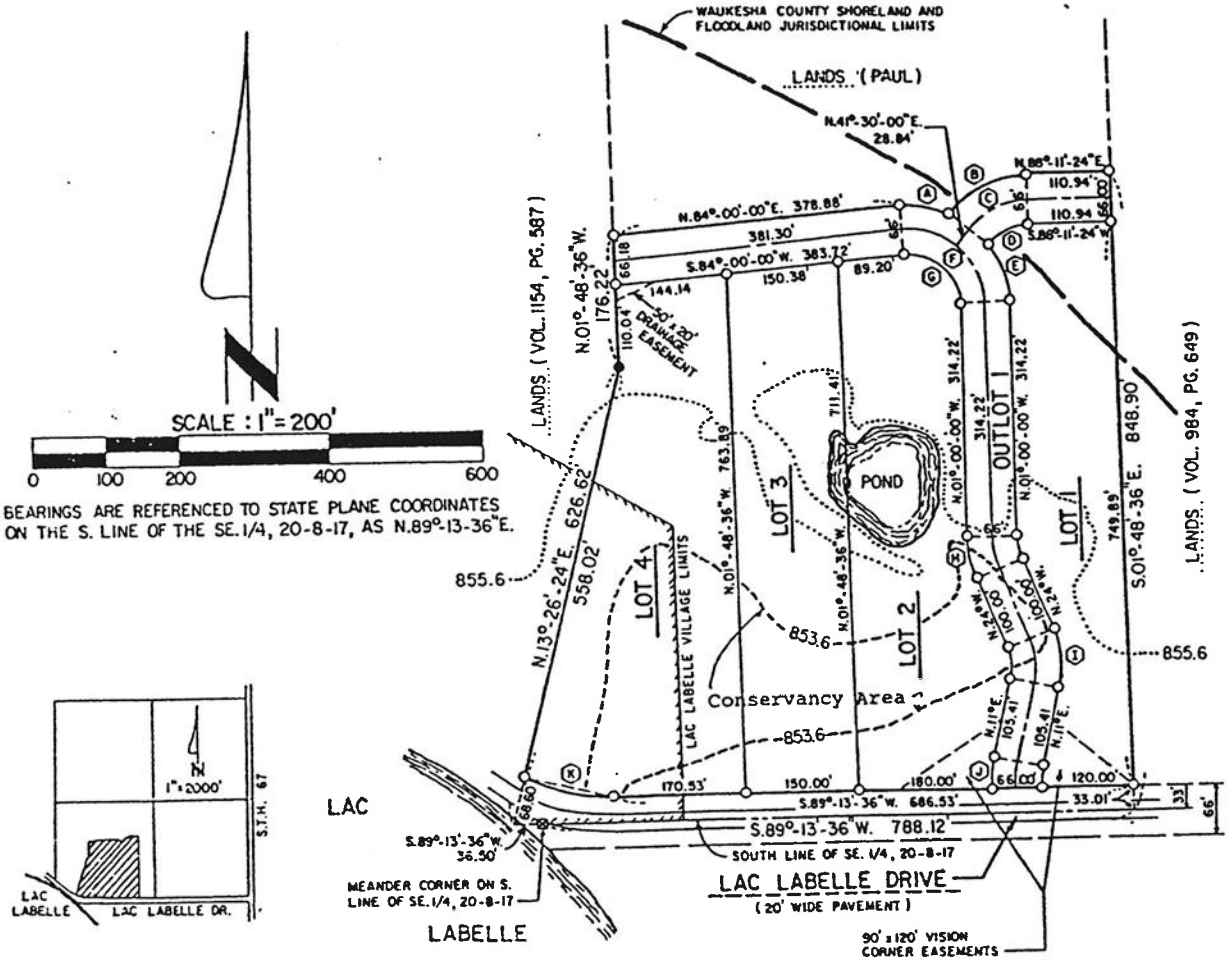
NORMAN C. HANSON R.L.S. 1147
WELCH, HANSON & ASSOC., INC.
P.O. BOX 658
OCONOMOWOC, WI. 53066

SURVEY FOR

DIANE PAUL & WILLIAM DAY
244 LAC LABELLE DRIVE
OCONOMOWOC, WI. 53066

LEGEND

⊠ - CONC. MON. W/BRASS CAP
● - 3/4" DIA. SOLID IRON BAR FOUND
O - 3/4" DIA. SOLID IRON BAR SET, 24" LONG, WT. = 1.5 LBS./LIN. FT.



LOT 1 = 95,644 SQ. FT. (2.20 AC.)
LOT 2 = 122,684 SQ. FT. (2.82 AC.)
LOT 3 = 105,669 SQ. FT. (2.43 AC.)
LOT 4 = 142,682 SQ. FT. (3.28 AC.)
OUTLOT 1 = 92,598 SQ. FT. (2.13 AC.)

NOTES:

1) See page 2 of 5 for curve data information.
2) The 855.6 contour line shown is 2' above the 100 year flood elevation of 853.6 on Lac LaBelle. (Elev. from County Park & Planning).
3) Outlot 1 to be dedicated for roadway purposes. 20' x 50' drainage easement to be vacated when street is extended.
4) There is a 50' frontyard and 20' sideyard building setback line on all lots.

WISCONSIN
NORMAN C. HANSON
S-1147
DELAFIELD, WISCONSIN
LAND SURVEYOR

Revised 6-8-83

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