2371759	DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BROADLANDS	REGISTER'S OFFICE WAUKESHA COUNTY, WIS } SS 98 OCT -9 AM 8:48 REGISTER OF DEEDS
Document Number	Document Title	

Name and Return Address:
Hal Karas, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202

pd 82.50

PIN:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BROADLANDS

Declarant: Harmony Homes, Inc.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BROADLANDS

This Declaration of Covenants, Conditions and Restrictions of The Broadlands (this "Declaration") is made and entered into by Harmony Homes, Inc. ("Declarant").

Recitals

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to construct or allow to be constructed or developed (1) a Golf Course and related amenities, including a clubhouse with dining facilities and a driving range, (2) a subdivision for residences, (3) buildings for multi-family residential uses (which may in some cases now or hereafter be subjected to the Wisconsin Condominium Ownership Act), (4) buildings for office and sales uses, (5) commercial facilities, (6) a public park, and (7) other related improvements.

By this Declaration, Declarant intends to subject such property, buildings and other improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property, buildings, other improvements and all components thereof. Declarant further intends to make the benefits of this Declaration available to other properties hereafter acquired by Declarant by expansion of the property subject to this Declaration in the manner set forth herein.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association. The "Association" shall mean The Broadlands Community Association, Inc., the members of which shall be all Owners of Lots in the Subdivision, each Condominium Association and the owner(s) of the MultiFamily Property.

1.2 Association Insurance. "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.3 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.4 The Broadlands Documents. "The Broadlands Documents" shall consist of this Declaration and the Bylaws of the Association.

1.5 Building. A "Building" shall be any free standing structure located in the Subdivision, in a Condominium, on the Golf Course, or in the MultiFamily Property.

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 Commercial Property. The "Commercial Property" shall mean the land on which the principal use is for commercial or office uses. Initially, the Commercial Property is Parcel 2 of CSM 8545.

1.8 Common Areas. The "Common Areas" shall consist of (1) Outlot 3; (2) the boulevard area of St. Andrews Boulevard; (3) the traffic islands in Muirfield Court, Augusta Court, and Eagles Lookout; (4) a strip of land thirty (30) feet in width along each public street on the Property except where such public street fronts on a Lot; (5) the area shown on Parcel 4 of CSM 8545 as a "Public Drainage Easement"; (6) the area within each "vision easement" as shown on the Plat or a CSM (even if such vision easement is located on a Lot or an a CSM parcel); (7) the nature path over Lots 33, 34 and 35 described in Section 7.5 below; and (8) the path over Parcel 2 of CSM 8543 described in Section 7.5 below.

1.9 Common Improvements. The "Common Improvements" consist of the following, whether or not located in Common Areas and which may be located in public streets: all signs on the Property generally identifying the Subdivision as The Broadlands Subdivision (but not including signs installed by Declarant or the Golf Course Owner advertising the Lots, the Condominium, the MultiFamily Property, or the Golf Course for sale, lease or use), the landscaping and the street lamps installed in the boulevard areas of St. Andrews Boulevard, and any other improvements made by the Association in the Common Areas.

1.10 Condominium. A "Condominium" shall mean each discrete portion of the Property subjected to a single condominium declaration under the Wisconsin Condominium Ownership Act, where the principal use of the condominium property is for residential purposes. Initially, Declarant intends to subject Parcel 2 of CSM 8543 to the condominium form of ownership. A "Condominium Association" is the association created under the Wisconsin Condominium Ownership Act for a Condominium.

1.11 CSM. A "CSM" is a certified survey map as recorded in the Register's Office and comprising a portion of the Property. Initially, portions of the Property are the subject of CSMs Numbers 8543, 8544 and 8545. Portions of the Expansion Real Estate may be subjected to other CSMs.

1.12 Declarant. The "Declarant" shall mean Harmony Homes, Inc. and the successors and assigns of Declarant pursuant to assignment in accordance with Section 17.7 of this Declaration.

1.13 Declaration. "Declaration" shall mean this Declaration as the same may be amended from time to time.

1.14 Director. A "Director" shall mean a member of the Board.

1.15 Drawings. The term "Drawings" is defined in Section 6.1(b).

1.16 Expansion Real Estate. "Expansion Real Estate" shall mean the real property described in Exhibit B hereto.

1.17 Golf Course. The "Golf Course" shall mean Parcels 3 and 4 of CSM 8543, Parcels 1 and 3 of CSM 8544, and Parcel 1 of CSM 8545, and related amenities, including without limitation rainshelters, a driving range, a clubhouse, maintenance facility, parking lot and bridge over St. Andrews Boulevard as further described in Section 7.1.

1.18 Golf Course Rules. The "Golf Course Rules" shall mean the conditions, requirements, limitations and observances of play and usage of the Golf Course as established by the Golf Course Owner, or its agent, from time to time. Neither the Declarant nor the Association controls the Golf Course Owner or the adoption, amendment, or enforcement of the Golf Course Rules, except that the Golf Course Rules shall incorporate the matters set forth in Section 8.2.

1.19 Lot. "Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat. The Lots do not include the Outlots as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.20 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Lot or Unit, or the MultiFamily Property, or the vendor's interest under a recorded first lien land contract relating to a Lot or Unit or the MultiFamily Property.

1.21 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.22 MultiFamily Property. The "MultiFamily Property" shall mean Parcel 2 of CSM 8544, except to the extent that the same is subjected to the Wisconsin Condominium Ownership Act (such portions so subjected become a Condominium).

1.23 Occupant. "Occupant" shall mean the Owner and any other person residing on a Lot, in a Unit, or in the MultiFamily Property.

1.24 Outlot. "Outlot" shall mean an outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.

1.25 Owner. "Owner" shall mean each fee simple owner of a Lot an Outlot, a Unit, or a Parcel in a CSM, but if any such property is the subject of a recorded land contract, then the Owner is the vendee thereunder. The Declarant is an Owner with respect to property to which it holds title.

1.26 Park. The "Park" shall mean Parcel 1 of CSM 8543.

1.27 Pet. A "Pet" is a domestic dog, cat or bird (other than large birds of prey). By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant (except animals in any "pet store" operated on the Commercial Property.

1.28 Plat. A "Plat" is a land subdivision plat as recorded in the Register's Office and comprising a portion of the Property. Initially, portions of the Property are the subject of the Plat of The Broadlands. Portions of the Expansion Real Estate may be subjected to other Plats.

1.29 Property. The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and as expanded pursuant to Article 12 herein, and all improvements constructed or to be constructed thereon including, but not limited to, those described in the Recitals.

1.30 Register's Office. The "Register's Office" shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.

1.31 Rules. The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.32 Subdivision. "Subdivision" shall mean all of Lots as shown on a Plat that is subject to this Declaration. This term is not intended to have the same meaning as under Wisconsin Statutes, Chapter 236.

1.33 Unit. A "Unit" is a unit in a Condominium.

1.34 Village. "Village" shall mean the Village of North Prairie, Wisconsin, and its successors.

ARTICLE 2. ASSOCIATION OF OWNERS

2.1 Administration. Declarant shall establish the Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common

Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules which are binding on all Owners and Occupants, except that Rules may govern the Commercial Property and the Park only to the extent that they relate to the Common Areas or Common Improvements therein or the application of Article 6 to the Park or to the Common Areas located on the Commercial Property. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property. Pending establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting. Each of the following shall be a member of the Association: each Owner of a Lot, each Condominium Association, and the Owner (collectively, if owned by more than one) of each MultiFamily Property. Membership shall commence and terminate with ownership. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned; each Condominium Association shall be entitled to ten votes; and each MultiFamily Property shall be entitled to ten votes. If one or more Lots, or one or more Units, or one or more MultiFamily Properties change their status to some other form of ownership, the votes appurtenant to each original property shall not be changed. For example, if several buildings in a MultiFamily Property are individually subjected to more than one Condominium declaration, there will still only be ten votes associated with the property originally comprising the MultiFamily Property, to be divided among the resulting Condominium Associations as such Condominium Associations deem appropriate. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (Wisconsin Statutes Chapter 181 as amended from time to time), until the earliest of: (1) fifteen 15 years from the date that the first Lot or Unit is conveyed to any person other than Declarant; or (2) thirty (30) days after the conveyance by Declarant to purchasers of all of the Lots and Units; or (3) Declarant's election to waive its rights to control.

2.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause upon ninety (90) days notice without payment of any penalty.

2.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and reviews. The Board may approve or disapprove any

proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing. Proposals to affect the Common Areas or Common Improvements require approval of the Board, not the Architectural Control Committee. If the result of a proposal would be to cause an encroachment on any public street or utility, or any easement area or would affect the storm water drainage system on the Property, the prior express written consent of the Village and, in the case of any easement for the benefit of the Golf Course or any portion of the storm water drainage system, the Golf Course Owner is also required, and such approval by the Village or the Golf Course Owner may be withheld for any reason; neither the Declarant nor the Association has control over the Village or the Golf Course Owner.

2.6 Ownership of Outlot 3. The Association shall own Outlot 3 and shall not convey title without the prior consent of the Village.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots, each Condominium and each MultiFamily Property, allocating such assessments among the various types of property in accordance with the votes ascribed to each under Section 2.2, subject to the limitations herein. The Association has no authority to levy assessments on the Outlots, the Golf Course or the Commercial Property. Each Condominium Association shall determine the allocation of such assessments among its Unit Owners pursuant to its constituent documents. The budget shall include amounts representing assessments which are bad debts, and may but need not include a replacement reserve, in each case which shall constitute part of the general assessments. The Association may also levy (x) special assessments on all Lots, each Condominium and each MultiFamily Property for any purpose for which a general assessment may be levied and special assessments, or (y) fines on particular Owners or Condominium Associations for the purpose of collecting any amounts due the Association or enforcing compliance of such Owners or Condominium Associations with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a rule to impose uniform charges for services which the Association provides related to transfer of Lots, Units or the MultiFamily Property, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

3.2 Installments; Late Payments. General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time, provided that the Board may require payments from Lots on a different schedule than payments from Condominium Associations or MultiFamily Property Owners. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement; Liens. If an Owner or Condominium Association defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner or Condominium Association shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners or Condominium Associations shall be both personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot, Unit or MultiFamily Property for any unpaid assessments; an assessment against a Condominium Association shall constitute a lien on each Unit therein for a share of such assessment allocated as general assessments by the Condominium Association are allocated among Unit Owners therein. The lien shall be effective as of the recording of a notice thereof in the Register's Office, in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner or Condominium Association delinquent in payments may in some cases not be permitted to vote in matters before the membership of the Association.

3.4 Association Statements. Within five (5) business days of written request from an Owner, a Condominium Association, or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 Payment of Assessments by Declarant. During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills or provide services which would otherwise represent Association obligations to which regular assessments would be applied. Declarant shall be entitled to offset expenses incurred by Declarant in performing or paying for such Association obligations against assessments due on Declarant owned property. If the aggregate of such payments by Declarant exceed the aggregate assessments on Declarant owned property, then Declarant shall be entitled to reimbursement from the Association.

3.6 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility. Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants. Each Lot Owner shall, at the Lot Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

4.2 Golf Course Owner Responsibility. The Golf Course Owner shall, at its cost, maintain all surface storm water facilities on the Golf Course as provided in the Master Lot Grading Plan with the Village, including detention and retention basins and culverts under streets, including without limitation maintenance of landscaping, routine dredging and cleaning to assure adequate performance thereof. The Golf Course Owner does not hereby have authority to enter the Lots or other areas of the Property in connection with such maintenance.

4.3 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including landscaping, trees and plantings in the Common Areas and trimming of such trees for sight lines, except for those matters for which the Golf Course Owner is responsible as provided in Section 4.2 above. The Association may, in its discretion, install additional Common Improvements in the Common Areas.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses. (a) Each Lot shall be occupied and used only for single family residential purposes. Each Unit in a Condominium shall be used only for single family residential purposes.

(b) The Golf Course shall be used only for Golf Course purposes, including a driving range and club house with a restaurant available for public dining and functions (e.g., weddings).

(c) The Park shall be used solely for public park purposes, and the Commercial Property (except for the Public Drainage Easement thereon) shall be used solely for retail, wholesale and other commercial and office purposes, subject to applicable zoning ordinances and other governmental regulation.

(d) Other portions of the Property not listed above are not restricted in use by this Declaration (except as to matters described in Articles 8 and 14). Such other portions may be restricted as to use by other recorded instruments and by the Village's zoning ordinances.

5.2 Leases. Declarant may lease any Building on such terms and conditions as it desires in its sole discretion. All other leases relating to a Lot or a Unit shall be for terms of not less than six (6) months; each such lease shall provide that a breach of The Broadlands Documents shall be deemed a default under the lease. Notwithstanding the foregoing, an Owner of a Lot, Unit or the MultiFamily Property shall be responsible to the Association and each other Owner for any breach of any provision of The Broadlands Documents caused by an Occupant of such Owner. The Association will only need to deal with the Owner and shall not be obligated to address any breach with the offending Occupant. Individual rooms in dwelling units contained within a Building on a Lot or in a Condominium shall not be rented and no transient tenants shall be accommodated.

5.3 Pets. The Owner of a Lot or Unit, and the Occupant of any apartment on the MultiFamily Property, may keep no more than two (2) Pets per Lot, Unit or apartment, as the case may be, on the conditions that:

(1) the Pet is not permitted on any of the Common Areas while unattended or unleashed and at no time is permitted on the Golf Course (including the maintenance or administrative areas or the nursery areas), the Park or the Commercial Property;

(2) the individual attending the Pet shall immediately dispose of any and all of the Pet's solid waste in the manner prescribed by the Board;

(3) the owner of the Pet shall comply with such further rules of Pet ownership as may be promulgated by the Board;

(4) the Pet is licensed by the Village, if required under applicable ordinances;

(5) no reptiles or uncaged birds shall be permitted; and

(6) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section 5.3 or any Rules adopted relating to Pets.

Any and all costs of repairing damage caused by a Pet or other unauthorized animal of an Occupant shall be borne by its owner and, if different, the Owner of the Lot or Unit or MultiFamily Property where the Pet or other animal is housed. Any Owner failing to comply with this Section or any part thereof shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly Pet fee in an amount of Five Hundred Dollars ($500.00) per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation of the license to maintain a Pet. Such Pet fee shall be a special assessment and may be collected in the same manner as assessments under Article 3. Notwithstanding anything to the contrary herein, possession of Pets shall not be considered a property right. A Condominium may further regulate the presence of Pets on the Condominium pursuant to its constituent documents.

5.4 Vehicles. (a) No outdoor parking of vehicles shall be permitted on the Lots except in driveways or marked parking spaces, if any, except for parking as necessary in connection with the construction or reconstruction of a residence on a Lot. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except in a garage. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision, the Park, a MultiFamily Property, and a Condominium, except washing of cars in driveways or maintenance performed within a garage.

(b) Notwithstanding subsection (a), no commercial vehicles shall be parked in driveways in the Subdivision, except commercial vehicles temporarily parked in the ordinary course of business. Commercial vehicles include both vehicles licensed as such and vehicles otherwise licensed but which contain commercial advertising as part of the finish or as an attachment.

5.5 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site.

5.6 Temporary Structures. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

5.7 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas.

5.8 Noxious Activity. No use or practice shall be allowed in the Subdivision, or a MultiFamily Property or a Condominium or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of The Broadlands Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

5.9 Patios and Balconies. Patios, decks and balconies of Buildings on Lots or in Condominiums shall not be used for (a) storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons, or (b) the drying or airing of laundry, carpets, rugs or clothing.

5.10 Signs. No Owner of a Lot or Unit may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale or lease of a Lot and a Unit Owner may do likewise but only if permitted by the declaration of such Condominium. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the Architectural Control Committee described in Article 6. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

5.11 Environmental Matters. Each Lot and Unit Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA"); Resource Conservation and Recovery Act ("RCRA"); Village ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

5.12 Obstructions. No playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas except as the Board permits by Rule.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Controls; Restrictions on Development.

(a) Architectural Control Committee. Declarant shall establish an Architectural Control Committee (related to the Association as provided herein) consisting of three (3) members who shall have the duties as set forth in this Article. The initial Architectural Control Committee shall be appointed by Declarant. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. After Declarant conveys to purchasers all of the Lots and Units, then the initial members of the Architectural Control Committee shall resign and the Board shall elect the three (3) members from the group of Owners of Lots to serve on the Architectural Control Committee; provided, however, that if selected by the Board, a representative of Declarant may serve on such Committee.

(b) No Development Without Prior Approval. Not less than ten days prior to:

(1) commencement of construction of any Building or other improvements on any Lot, on a Condominium, on the MultiFamily Property, on the Golf Course, or on the Park, or

(2) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto, or

(3) the demolition of any Building or other improvements on any portion or portions of such property, or

(4) the painting, decoration or alteration of the exterior of any Building or other improvement on such property, or

(5) the installation of an awning, shutter, enclosure, storm window or door, hot tub, deck, shuffleboard court, garden, swimming pool, grading, mailboxes, fixed grill, or other landscape features on any such property,

the Owner(s) of such property shall submit to the Architectural Control Committee for consideration as described below two copies of written information, which shall include a survey of such property prepared by a licensed surveyor, ("Drawings") showing:

(A) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,

(B) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view,

(C) the proposed landscaping, and

(D) the proposed location and specifications for waste receptacles and utilities servicing such improvements. The survey shall reflect the proposals in A through D which are appropriate to be shown on the survey.

Any of the actions described in clauses (1) through (5) above may be taken on the later of (i) the expiration of the ten day submittal period described above, or (ii) the date on which the Architectural Control Committee approves or does not object or is deemed to have done so as provided in subsection (c) following, unless such time periods are waived by the Architectural Control Committee in its sole discretion where the Architectural Control Committee believes that such earlier commencement is consistent with the purposes of this Declaration.

(c) Standards and Procedural Matters of Consideration. The Architectural Control Committee shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the Architectural Control Committee shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint), landscaping, the placement and protection of trees as provided in Section 6.6(b), and such other matters proposed in such Drawings comply with the terms of this Declaration and the Village ordinances and otherwise are, in the Architectural Control Committee's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development. The Architectural Control Committee may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the Architectural Control Committee to approve, object or acquiesce conditionally as above within twenty business days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the Architectural Control Committee stated that it has no objection to the Drawings as submitted. If the Architectural Control Committee objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the Architectural Control Committee with such revisions as are required. Each time an Owner so submits the Drawings, the Architectural Control Committee shall have the right to approve, acquiesce conditionally or object to the Drawings as described above. Following the Architectural Control Committee's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved

improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be.

(d) Prior Approval for Changes. If after the completion of the improvements to an affected property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected property, the Owner shall comply with the provisions of subsection (a) above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements.

(e) Procedures and Budget. The Architectural Control Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the Architectural Control Committee shall be assessed by the Association as common expenses, except as permitted below. The Architectural Control Committee may but need not require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The Architectural Control Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Architectural Control Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Architectural Control Committee shall be handled by the treasurer of the Association.

(f) Separate Village Approval. Matters which require approval of the Architectural Control Committee may also require approval of the Village. Obtaining approval from the Architectural Control Committee and from the Village is solely the responsibility of the Owner desiring approval. Approval of Drawings by the Architectural Control Committee shall not be deemed approval by the Village and approval by the Village shall not be deemed approval by the Architectural Control Committee.

(g) Uniformity Standards; Waiver. Certain standards of architectural control are set forth in Sections 6.2 through 6.7, and 7.2 below. The Architectural Control Committee may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The Architectural Control Committee may waive any such standard which it has adopted, may waive any standard in Sections 6.1 through 6.7 and 7.2, and may waive any floor area requirements in Section 6.3 by up to 10%. The Architectural Control Committee may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The Architectural Control Committee may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such

property is not materially altered). The Architectural Control Committee may waive any standard as above even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the Architectural Control Committee.

(h) Indemnification. Each member or former member of the Architectural Control Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

(i) Special Rule for Condominiums. For purposes of this Article 6, if an improvement requiring approval of the Architectural Control Committee would constitute a part of the common elements of a Condominium, then the "Owner" seeking approval shall be deemed to be the association for such Condominium.

(j) Reconstruction. Renovation or Maintenance of Buildings in Certain Properties. Notwithstanding the foregoing, no approval must be sought or obtained from the Architectural Control Committee by a Condominium Association, or an Owner of a Multi-Family Property, in connection with matters described at clauses (2), (3) or (4) of Section 6.1(b), provided that (1) the result of such action will not render the Building or other improvements involved materially different from the latest approved Drawings for such Building or other improvements; (2) such Owner shall notify the Architectural Control Committee prior to undertaking any such action; and (3) such Owner shall provide such information concerning such action that the Architectural Control Committee reasonably requests to assist in determining that such result will not constitute a material difference.

6.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on or in any roof or any other portion of a Building on any Lot, Condominium, Golf Course, Park or MultiFamily Property or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the Architectural Control Committee, and, in each case, in compliance with Village ordinances.

6.3 Minimum Home Size Requirements. (a) Only one single-family home may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

Lot Numbers	Residence Type	Minimum Size
Lots 28 through 87 (except as described below for Lot 60):		
	One story	1,900 square feet
	One and one half story	2,400 square feet (minimum of 1,400 square feet on the first floor)
	Two story	2,400 square feet
	Split Level	1,900 square feet (upper two floors)
	Bi-Level	1,900 square feet (upper floor)
Lots 15 through 26 and 88 through 153:		
	One story	2,200 square feet
	One and one half story	2,800 square feet (minimum of 1,600 square feet on the first floor)
	Two story	2,800 square feet
	Split Level	2,200 square feet (upper two floors)
	Bi-Level	2,200 square feet (upper floor)
Lot 27:		
	One story	1,700 square feet
	One and one half story	2,200 square feet (minimum of 1,200 square feet on the first floor)
	Two story	2,200 square feet
	Split Level	1,700 square feet (upper two floors)
	Bi-Level	1,700 square feet (upper floor)

Lot 60:

No minimum sizes if improvements are in accordance with those submitted to Declarant and as to which Declarant did not object under date of June 30, 1997, which conclusions and action are hereby adopted by the Architectural Control Committee.

(b) For purposes hereof, the "upper level" of a split-level or bi-level residence is that level which is entirely above grade. The type of residence and the number of square feet shall be determined on a uniform basis by the Architectural Control Committee and shall not include basement areas in the computation.

6.4 Garages. Each residence on a Lot shall have a garage for not less than 2 cars attached to the residence containing a minimum of 600 square feet. Garage entrances must be located on a side of the residence which does not face the street fronting the Lot, except in the case of a Lot bordered by two streets in which case the garage entrance must be located on the side on which the front entrance does not face. A garage shall not contain more than one car space for each full 1,000 square feet of living area in the residence as determined above (except that a one story Building must nonetheless have at least a 2 car garage). Garages must be located on the side of the Lot which has the highest elevation, except as permitted by the Architectural Control Committee. Driveways shall be paved with a material acceptable to the Architectural Control Committee and, within its jurisdictional limits, the Village.

6.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

(a) If shutters are used on windows or divided-lite windows are used, in either case on the front of a residence, then they shall be used on such of the side and rear windows as the Architectural Control Committee shall require.

(b) A residence shall have a roof made of wood shakes, tile, natural slate, metal, 30 year warranted dimensional shingles, or an artificial slate approved by the Architectural Control Committee, with a minimum pitch ratio of 7:12, or such other pitch as is specifically approved by the Architectural Control Committee.

(c) Exterior walls of residences shall be constructed of brick, stone, stucco, natural materials or engineered wood. No artificial stone or siding shall be permitted. At least 80% of the elevation on the front side of each Building on a Lot shall be brick, stone, or stucco.

(d) If vertical siding or the like is used on the exterior walls of a residence, the same shall terminate only at an inside corner or other suitable break in the residence's architecture as the Architectural Control Committee shall approve.

(e) The Architectural Control Committee shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.

(f) Exterior fireplaces and chimneys shall be constructed of masonry, stucco or stone materials. On each side of a residence, except for trim, exterior materials shall be consistent on all levels. Color selections, and paint, stone, stucco or other finish must be approved by the Architectural Control Committee.

(g) The Architectural Control Committee shall be acting reasonably if it requires that, on Lots with significant grades as determined by the Architectural Control Committee, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with plaster or other suitable material consistent with the overall architecture of the residence.

(h) No soil shall be removed from any Lot unless contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade") of a Lot must conform to grading plans approved by the Village.

(i) No above-ground pools shall be installed. In-ground pools may be installed on a Lot only with approval of the Architectural Control Committee.

(j) Each Lot Owner is required to install and energize before occupancy and thereafter to maintain, a front yard light post and lantern in a style and from a manufacturer approved by the Architectural Control Committee from time to time. The light post and lantern must be (1) located at least 5 feet and no more than 10 feet from the front street; (2) adjacent to the driveway; (3) elevated to a height of at least 6 feet; (4) fixtured with a high pressure sodium lamp of no more than 50 watts; and (5) illuminated from dawn to dusk by means of a photo cell. Prior to occupancy of a residence on a Lot, the Owner shall demonstrate to the Architectural Control Committee that such light post and lantern is connected to electrical service (paid for by such Owner). No owner shall tamper with such lantern controls.

(k) Each Lot Owner is required to install and maintain a mailbox and mailbox support post in a style, size, color and materials, and with placement on the Lot, all as approved by the Architectural Control Committee.

(l) In making determinations under subsections (j) and (k), the Architectural Control Committee will give priority to the goal of achieving uniformity of aesthetics, but without abrogating its right to grant variances or to change its aesthetic scheme from time to time.

(m) Each Lot Owner shall maintain its light post and lantern and mailbox and mailbox post in good condition and working order, and shall cause electrical service to be continued to such lantern. Without limiting the authority of the Association generally, the costs of enforcing the covenants in subsections (j) and (k) may be assessed to an offending Lot Owner as a special assessment on such Lot under Article 3.

(n) If Declarant, in its discretion, installs any light post, lantern, mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Lot Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

6.6 Grading and Landscaping. (a) Declarant and the Village have agreed to a certain Storm Water Management Plan. In the event of a conflict between any Drawings and such Storm Water Management Plan, the Storm Water Management Plan shall control. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Lot Owner is responsible for the cost thereof.

(b) No existing live tree with a diameter of eight inches or more at a height of four feet above the ground shall, without approval of the Architectural Control Committee, be cut down, destroyed, mutilated, moved or disfigured. All such existing trees shall be protected during construction and preserved by wells or islands and proper grading in such manner as shown in approved Drawings.

ARTICLE 7. SPECIAL FEATURES

7.1 Bridge. A bridge will be installed over St. Andrews Boulevard to accommodate a golf cart path relating to the Golf Course. Such bridge and the path through such bridge shall be maintained by the Owner of the Golf Course solely at its cost. Occupants of the Property are prohibited from using the bridge except in connection with use of the Golf Course in accordance with the Golf Course Rules. The Village shall maintain the street below the bridge, but shall not have responsibility or liability for the structural components of the bridge or the path on the bridge except if damage thereto is caused by the acts of the Village or its employees, agents or contractors. The Golf Course Owner shall be liable for the cost of street maintenance required as a result of earth settlement at the bridge structures including settlement or collapse caused by use or maintenance of the street beneath the bridge. The Association may also use the bridge in connection with its activities.

7.2 Fences. The erection of a fence on a Lot is considered an improvement requiring approval of the Architectural Control Committee, and, in the case of fences on a Lot which abuts the Golf Course, the prior express written consent of the Golf Course Owner. The Architectural Control Committee shall be deemed to be acting reasonably and within its

authority if it adopts a policy of not approving any fences which do not meet certain aesthetic or structural standards adopted and announced by the Architectural Control Committee. No fences will be permitted which abut the Golf Course except with the express prior written consent of the Architectural Control Committee, which may be withheld for any reason or no reason.

7.3 Entryways. The Village has or will grant an easement to the Association to install and maintain traffic islands, plantings, street lamps, and signage in the public streets in certain of the Property. Such entryway islands and improvements are Common Areas and Common Improvements and shall be maintained by the Association. Such signs may be repaired or replaced, but the design and content thereof may not be changed without the consent of the Declarant.

7.4 Water. Initially, water will be supplied to the Property by the Village under contract with the Prairie Village Water Trust. Neither Declarant nor the Association is responsible for the Prairie Village Water Trust.

7.5 Trails. The Association may establish and maintain trails over (a) the north 20 feet of Lots 33, 34, and 35, between Crooked Stick Pass and Strawberry Road, and (b) a portion of Parcel 2 of CSM 8543 between Crooked Stick Pass and the Park (with the exact location of such trail on such parcel to be determined between the Association and the association for the Condominium on such property). The trails are intended to be marked and available for use by Occupants of the Lots, the Units, and the MultiFamily Property for pedestrian and bicycle purposes. The Declarant and the Association can give no assurance that the trails will not be used by unauthorized persons or for unauthorized purposes. The Owners and Occupants of any of the Lots or Units affected by the trails, by acceptance of a deed thereto, waive and release Declarant and the Association from any and all liability or responsibility for personal injury or property damage which may occur as a result of the establishment, maintenance or use of the trails.

ARTICLE 8. SPECIAL PROVISIONS RELATED TO GOLF COURSE

8.1 No Entry. Owners and Occupants of the Subdivision, a Condominium and the MultiFamily Property may not enter on the Golf Course except in connection with the play of the Golf Course pursuant to the Golf Course Rules. Owners and Occupants are cautioned that it may be dangerous to do so.

8.2 No Easements. While the Golf Course has been designed to minimize the errant flight of golf balls from the Golf Course to the Lots, Owners and Occupants of Lots acknowledge the possibility of such an occurrence and assume all such risk. No easement is reserved for golfers to enter Lots to retrieve golf balls. The Golf Course Owner has no duty to enforce the provisions of this Section 8.2 and shall have no liability for repairs necessitated by or damages caused by any errant golf balls or entry by golfers.

Notwithstanding the foregoing, the Golf Course Rules shall specify that golfers may not enter Lots, a Condominium, the MultiFamily Property, the Park or the Commercial Property; and reasonable physical demarcations shall be placed on the Golf Course noting that all such areas are out of bounds for the Golf Course.

8.3 No Rights in Golf Course. No Owner except the Golf Course Owner shall have a property right in the existence of a Golf Course, the maintenance of the Golf Course when constructed, or the use thereof.

8.4 Golf Course Maintenance. Golf Course maintenance may occur at any time of day or night on any day of the year. The Golf Course Owner may use certain pesticides, herbicides, fungicides or other compounds in the ordinary course of maintenance.

8.5 No Pets. Without limiting Section 8.1, no Pets or other animals are permitted on the Golf Course at any time. Any Owner violating this Section is subject to the sanctions and remedies provided in Section 5.3, which the Association shall impose at the request of the Golf Course Owner for the benefit of the Golf Course Owner.

8.6 Golf Carts. The operation of golf carts on public streets is prohibited by the Village except where crossings are specifically marked on such streets pursuant to easements granted by the Village. The use of the paths on the Golf Course will be regulated by the Golf Course Rules. No golf carts shall be operated on the Golf Course without the express prior written consent of the Golf Course Owner, which may be refused for any reason or no reason.

ARTICLE 9. INSURANCE

9.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

9.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

9.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance reconstruction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense, except that any increase in the rating or premium charged for any such insurance caused by the character or use of a Lot, Unit or apartment in the MultiFamily Property shall be allocated solely to its Owner.

9.5 Waiver. The Association and, by acceptance of a conveyance to a Lot, Unit, Commercial Property or MultiFamily Property, or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

9.7 Exclusions From Coverage. Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot, Unit or MultiFamily Property apartment and/or relating in any way to an Owner's or Occupant's

personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 10. AMENDMENT OF DECLARATION

10.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least seventy-five percent (75%) or more of the total votes of the Association then entitled to vote. An Owner's written consent is not effective unless approved in writing by its Mortgagee, if any. No amendment shall adversely affect a special right or easement reserved to Declarant or the Golf Course Owner under this Declaration, or the rights of Mortgagees under Article 11, or the rights of the Village under Article 16, without the express written consent of Declarant or Golf Course Owner, or 51% of the Mortgagees, or the Village, as the case may be.

10.2 Procedures. Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 11. RIGHTS OF MORTGAGE HOLDERS

11.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage on a Lot, Unit or MultiFamily Property who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of The Broadlands Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder as specified in Article 10.

11.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Lot, Unit or MultiFamily Property pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's

acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 12. RIGHTS OF DECLARANT

12.1 Reserved Rights. Pending the sale of all Lots and Units by Declarant, Declarant:

(a) except as set forth in Section 5.1, may use the Outlots, the Common Areas and any unsold Lots, Condominium common elements, unsold Units, and the MultiFamily Property in any manner as may facilitate the sale or leasing of Lots, Units or apartments in the MultiFamily Property, including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots, Units or apartments. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant shall not permit any such other person to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots, sales of Buildings on Lots, or sales of homes on other properties by such other person may be permitted for a period not to exceed 24 months from the date of issuance of the certificate of occupancy therefor; provided, however, that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

(b) shall have the right to (1) grant easements upon, over, through and across the Golf Course, the Outlots, the Condominium, the MultiFamily Property, and the Common Areas as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

12.2 Right to Expand. Declarant reserves the right to expand the Property, without the consent or approval of any Owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by subjecting all or any portion of the Expansion Real Estate to this Declaration. Expansion may be effected in any number of phases. Declarant is under no obligation to and makes no

representation that it will in fact exercise its rights to expand the Property or construct improvements thereon; parts or all of the Expansion Real Estate may be developed for uses other than as part of the Property. Portions of the Expansion Real Estate are presently not owned by Declarant, and are included herein only in the event that Declarant acquires an interest therein.

12.3 Uses of Expansion Real Estate. The Expansion Real Estate may be used for any of the purposes for which any other part of the Property is used hereunder, provided that Declarant shall at the time of each expansion declare which uses are permitted in which portions of the Expansion Real Estate being subjected hereto, and may impose additional conditions and limitations thereon.

12.4 Effect of Expansion. Upon each such expansion, each Owner, Condominium Association, or MultiFamily Property Owner in the Expansion Real Estate so added shall be a member of the Association entitled to a vote, with the voting interests of each Owner being adjusted as follows: each new Lot created shall be entitled to one vote per Lot, and each new Condominium or MultiFamily Property shall be entitled to one vote for each 10 Units or apartments contained therein (rounding up if there are 5 or more Units or apartments not previously included in such calculation). The assessments for each such new Lot, Condominium Association and MultiFamily Property during the budget year in which the same is added to the Property shall be determined on an equitable basis by the Board. The percentage of votes required under Section 10.1 shall automatically reflect such change in votes as above. The number of Lots and Units specified in Sections 2.3 and 6.1(a) shall be increased to reflect the number of new Lots and Units included with each expansion.

12.5 Method of Expansion. Expansion shall occur upon recording in the Register's Office an amendment to this Declaration describing the Expansion Real Estate so added, and the uses and limitations on uses Declarant desires to be applicable to such property, and explaining the effect of such expansion in accordance with the terms hereof. Expansion amendments need be executed only by Declarant.

12.6 Matters Related to Expansion.

(a) Declarant reserves an easement over and across the Property for the benefit of the Expansion Real Estate for the purposes of construction ingress and egress and for the purpose of installation, maintenance and replacement of underground utilities servicing the Expansion Real Estate.

(b) If Declarant shall determine at any time that it is desirable to coordinate utility services or drainage for the Expansion Real Estate with existing utility services or drainage for the Property, Declarant may connect utilities or drainage features servicing the Expansion Real Estate to existing utilities or drainage features even if the Expansion Real Estate is not then or thereafter made a part of the Property.

ARTICLE 13. REMEDIES FOR VIOLATION BY OWNER

13.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

13.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 14. EASEMENTS

14.1 Right of Entry. A right of entry to each Lot, Condominium, Common Area, MultiFamily Property, Park, Commercial Property or Outlot is reserved to the Association to service utility installations located on, in or under such property provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such property may be made immediately, whether the Owner or Occupant of such property is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

14.2 Water Easements. Easements over Lots 15 through 153, the Condominium, the MultiFamily Property, the Commercial Property and the Golf Course are reserved to the Village and the Association for the installation and maintenance of water lines. Upon exercise of its rights of entry pursuant to this easement, the Village shall be required only to restore the ground disturbed by such entrance. The Association shall not be liable for any loss of play to the Golf Course, the loss of any plantings over water lines, or the cost of restoration of a green or fairway to its prior playing condition.

14.3 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Association deems reasonable for the benefit of the Owners.

14.4 Drainage. An easement is reserved to Declarant, the Association, the Golf Course Owner, and the Village over Lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat and vehicular and pedestrian access over such easement areas on such Lots and Outlots as shown on the Plat, for the maintenance or replacement of such elements by the Golf Course Owner at its cost. A non-exclusive easement is granted to the Village over the Golf Course for the maintenance of such elements, provided that (1) except in an emergency, the Village shall give at least 48 hours prior written notice of such entry to the Golf Course Owner and (2) except in an emergency, the Village shall cooperate with Golf Course Owner in minimizing the disruption to the operations or physical features of the Golf Course when making such entry or performing such maintenance or repair, although this shall not prevent the Village from performing its work at hours convenient to it. Affected Lot Owners may have their own plantings or other improvements in such easement areas disturbed in the performance of such maintenance without any obligation of the Golf Course Owner or the Village to restore or replace such plantings or improvements. No Owner of any affected Lot shall erect any improvements in such easement areas or otherwise create any impediments to the operation of the drainage system as required by the Golf Course Owner and the Village, and, because the operation of the drainage system is integral to the operation of the Golf Course, the Golf Course Owner and the Village may enter such easement areas in order to remove any such improvements or other impediments to the operation of the drainage system.

14.5 Communications and Irrigation Systems. Declarant hereby reserves for the benefit of the Golf Course Owner a permanent non-exclusive easement within a strip of land 10 feet wide along each boundary line of each Lot, for the installation, maintenance and replacement of an irrigation system for the Golf Course and communications wires in connection therewith, and a reasonable area for purposes of access to install, maintain or replace such irrigation system and communications wires. No Buildings may be constructed in the easement area or otherwise restrict access thereto.

14.6 Trails. Declarant hereby reserves an easement for the trails described in Section 7.5 hereof.

ARTICLE 15. TERMINATION

15.1 Termination. This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1) Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate Lots and Units, provided that (A) no vote shall effect an amendment to or

termination of any provision hereof conferring on or reserving a special right or easement to Declarant or the Golf Course Owner without the express written consent of Declarant or the Golf Course Owner, as appropriate, and (B) no vote shall effect an amendment to or termination of any provision of Article 16 or any easement in favor of the Village without the express written consent of the Village. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office.

ARTICLE 16. RIGHTS OF VILLAGE

16.1 Sections Enforceable by Village. The restrictions imposed upon the Property, and the obligations of the Declarant, Association and Owners contained in sections 4.2, 5.1, 6.7, 7.1, 7.3, 7.4, 10.2, 14.2, and 14.4 all benefit the Village and are enforceable by the Village as specified in this Article.

16.2 Enforcement by the Village. If an obligation or restriction contained in any of the sections listed in Section 16.1 is not performed or fully complied with by Declarant, Association or Owners (hereinafter collectively referred to as "Breach"), Village may, but is not required to, seek the following enforcement in the following manner:

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

(b) Remedy. If within thirty (30) days after the Village has provided such notice, such alleged offending 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 seek any one or more of the following remedies:

(1) Injunction. An injunction compelling the person committing such Breach to remedy it;

(2) Money Judgment. A money judgment against the person committing such Breach for all monies owed to Village as a result of the Breach including all legal and professional consulting fees and costs of litigation incurred by Village in obtaining an injunction or money judgment or both;

(3) Special Assessment or Special Charge. If one or more Owners commit or allow a Breach, the Village may levy either a special assessment or special charge against the property owned

by the Owner who has committed or allowed the Breach in an amount equal to all damages, costs and expenses incurred by the Village (including all attorney fees and other professional consulting expenses) as a result of such Breach. Each Owner, on his or her own behalf and on behalf of any successors in interest, hereby accept the levy of such special assessment or special charge pursuant to this subsection and hereby irrevocably waive rights of notice and hearing pursuant to Wis. Stats. §66.60(18) or any amendment thereto.

ARTICLE 17. CONSTRUCTION AND EFFECT

17.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

17.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

17.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

17.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

17.5 Remedies. All remedies herein are cumulative.

17.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

17.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

17.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision, a Condominium, the Golf Course, the MultiFamily Property or the Commercial Property which Declarant owns at the time of recordation.

(Remainder of page is blank;
Next page is signature page)

(The following signatures are applicable to The Declaration of Covenants, Conditions and Restrictions of The Broadlands.)

Executed at Waukesha, Wisconsin, on the ~~18~~ 5th day of ~~September~~ October, 1998.

Harmony Homes, Inc.

By: _____
Bryce P. Styza, President

Signature of Bryce P. Styza authenticated this 5th day of ~~September~~ October, 1998.

_____
Member, State Bar of Wisconsin

This instrument was drafted by
and should be returned to:
Robert A. Teper and Hal Karas
MICHAEL, BEST & FRIEDRICH LLP
100 E. Wisconsin Avenue, #3300
Milwaukee, WI 53202-4108

t:\xf\clients\43135\0042\gea1298.w52|10/01/98

CONSENT OF MORTGAGEE AND SUBJECTION OF MORTGAGE TO DECLARATION

This Consent is made as of October 5, 1998, by Bank One, Wisconsin ("Bank").

Reference is made to that certain Declaration of Covenants, Conditions and Restrictions of The Broadlands ("Declaration") for the meaning of terms used herein.

The Bank is the holder of a mortgage interest on the Broadlands Property, and desires to confirm (1) its consent to the Declaration and (2) its intent to hereby subject the lien of its mortgage to the Declaration.

Executed as of the date written above.

Bank One, Wisconsin

By: Terry G. Eckmann
Terry G. Eckmann, Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 5th day of October, 1998, the above named Terry G. Eckmann, who acknowledged himself to be the Vice President of Bank One, Wisconsin, and to me known to be the person who executed the foregoing instrument as such officer of such corporation, by its authority, and acknowledged the same.

NOTARY PUBLIC
GLENDA R. SCHEEL-WEIDNER
STATE OF WISCONSIN

Notary Public, Wisconsin - Glenda R. Scheel-Weidner
My Commission: May 12, 2002

CONSENT OF MORTGAGEE AND SUBJECTION OF MORTGAGE TO DECLARATION

This Consent is made as of October 6, 1998, by St. Francis Bank, FSB ("Bank").

Reference is made to that certain Declaration of Covenants, Conditions and Restrictions of The Broadlands ("Declaration") for the meaning of terms used herein.

The Bank is the holder of a mortgage interest on the Golf Course, and desires to confirm (1) its consent to the Declaration and (2) its intent to hereby subject the lien of its mortgage to the Declaration.

Executed as of the date written above.

St. Francis Bank, FSB

By: [signature]
Mark F. Rutkowski, Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 6th day of October, 1998, the above named Mark F. Rutkowski, who acknowledged himself to be the Vice President of St. Francis Bank, FSB, and to me known to be the person who executed the foregoing instrument as such officer of such corporation, by its authority, and acknowledged the same.

[signature]
Notary Public, Wisconsin
My Commission: 6/24/01

L:\Acl\cata\43135\0042\kjb4357.w52|09/29/98

EXHIBIT A
TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE BROADLANDS

All real property shown on the plat of The Broadlands (including Lots, Outlots, and public streets), being a part of the NE 1/4, SE 1/4, NW 1/4 and SW 1/4 of the SE 1/4, and the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 36, T 6 N, R 17 E, and the SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and the NE 1/4, SE 1/4 and NW 1/4 of the SW 1/4, and the NW 1/4 of the SE 1/4 of Section 31, T 8 N, R 18 E, all being in the Village of North Prairie, Waukesha County, Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on May 27, 1998 in Vol. 48, Page 245 et seq., as Document No. 2322627.

All real property shown on Certified Survey Maps Numbered 8543, 8544 and 8545 (including Lots, Outlots, and public streets), being a part of NE /14, SE 1/4, NW 1/4 and SW 1/4 of the SE 1/4, and the NE 1/4, SE 1/4, NW 1/4 and SW 1/4 of the SW 1/4 of Section 31, T 6 N, R 18 E, and the SE 1/4 and SW 1/4 of the NW 1/4 of Section 31, T 6 N, R 18 E, and the SE 1/4 and SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4 and NW 1/4 of the SE 1/4 of Section 36, T 6 N, R 17 E in the Village of North Prairie, Waukesha County, Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on May 27, 1998 in, respectively, Vol. 75, page 69; Vol.75, page 76; and Vol. 75, page 81.

EXHIBIT B
TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE BROADLANDS

(Expansion Real Estate)

Parcel 1:

That part of the Northeast 1/4, Southeast 1/4 Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 31, Town 6 North, Range 18 East, Village of North Prairie, Waukesha County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of the Northwest 1/4 Section aforesaid; thence North 00° 33'51" West, along the East line of said 1/4 Section 1054.15 feet to the point of beginning of the land to be described; thence South 88°13'49" West, 1565.11 feet to a point; thence South 55°37'53" West 196.25 feet to a point; thence 69°41'01" West, 262.87 feet to a point; thence North 40°04'18" West, 220.13 feet to a point; thence North 49°55'42" East, 45.00 feet to a point; thence North 40°04'18" West, 378.00 feet to a point, thence North 49°55'42" East, 181.44 feet to a point; thence North 55°58'23" East, 238.06 feet to a point; thence North 67°16'42" East, 230.97 feet to a point; thence South 01°45'18" East, 12.10 feet to a point; thence North 89°00'42" East, 844.75 feet to a point; thence North 03°31'18" West 813.75 feet to a point; thence North 88°00'42" East, 80.00 feet to a point; thence South 03°31'18" East, 811.59 feet to a point; thence North 86°28'06" East, 844.82 feet to a point; thence South 00°33'51" East, 635.00 feet to the point of beginning. The aforedescribed parcel contains 33.28 acres of land more or less.

Parcel 2:

A tract of land in the Northeast 1/4 of Section 31, Town 6 North, Range 18 East, in the Town of Genesee in the Village of North Prairie, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the east 1/4 corner of said Section:

Thence South 89 degrees 20 minutes 07 seconds West for a distance of 200.00 feet, along the South line of said 1/4 section, to the point of beginning; thence South 89 degrees 20 minutes 07 seconds West for a distance of 2425.38 feet, along said South line to the center 1/4 corner of said section; thence North 00 degrees 23 minutes 44 seconds West for a distance of 1575.52 feet, along the West line of said 1/4 section, to a point; thence North 89 degrees 48 minutes 36 seconds East for a distance of 618.75 feet, to a point; thence North 00 degrees 00 minutes 00 seconds East for a distance of 241.72 feet, to a point; thence South 89 degrees 00 minutes 01 seconds East for a distance of 596.08 feet, along the South line of an existing

certified survey map, to a point; thence North 00 degrees 00 minutes 00 seconds East for a distance of 853.09 feet, along the East line of said certified survey map, to a point; thence North 89 degrees 27 minutes 00 seconds East for a distance of 1215.90 feet, along the North line of said 1/4 section, to a point; thence South 00 degrees 04 minutes 10 seconds West for a distance of 208.71 feet, along the West line of the Northeast acre of said 1/4 section, to a point; thence North 89 degrees 27 minutes 00 seconds East for a distance of 208.71 feet, along the South line of said 1 acres, to a point; thence South 00 degrees 04 minutes 10 seconds West for a distance of 2336.46 feet, along the East line of said 1/4 section, to a point; thence South 89 degrees 20 minutes 07 seconds West for a distance of 200.00 feet, to a point; thence South 00 degrees 04 minutes 10 seconds West for a distance of 100.00 feet, to the point of beginning, reserving the Northerly and Easterly 33.00 feet of said tract for public road purposes, said East 737 feet of said tract also known as Outlot 2 of the Assessor's plat of the Village of North Prairie.

As of the date of recordation, Declarant owns no interest in Parcel 2, but it is included herein to give notice that if Declarant acquires an interest then it could become a part of the Property.

2569232

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

06-20-2000 9:43 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 8.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 3

First Amendment to Declaration of Covenants, Conditions and Restrictions of The Broadlands

This First Amendment to Declaration of Covenants, Conditions and Restrictions of The Broadlands is made as of June 15, 2000 by Harmony Homes, Inc. ("Declarant").

A Declaration of Covenants, Conditions and Restrictions of The Broadlands was recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on October 9, 1998 as Document No. 2371759, in Reel 2758, Image 0108 ("Declaration"), which subjected the real property described therein to the terms of the Declaration. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Declaration.

In Section 12.2 of the Declaration, Declarant reserved the right to expand the Property, and Declarant desires to do so herein.

This Document should be returned to:
Hal Karas, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

PIN:
Tax Key No.: NRV 1562-983-001

Now, therefore, Declarant hereby amends the Declaration to expand the Property on the terms and conditions set forth below:

1. Expansion. The real property described on the attached Exhibit A (the "Expansion Real Estate") is hereby subject to the Declaration, on the terms and conditions set forth herein. For such purpose, the following definitions in the Declaration are hereby amended in order to include the Expansion Real Estate:

Section 1.29 - The Property shall include the Expansion Real Estate.
Section 1.28 - The Plat shall include the Plat of the Expansion Real Estate.
Section 1.19 – A Lot shall include Lots shown on the Plat of the Expansion Real Estate.
Section 1.24 – Outlots shall include Outlots as shown on the Plat of the Expansion Real Estate.

All of the definitions are deemed modified in order to be consistent with the intent hereof.

2. Permitted Use. The Lots and the Expansion Real Estate shall be used in accordance with Section 5.1(a) of the Declaration.

3. Minimum Home Size Requirements. Homes on Lots in the Expansion Real Estate shall have the same minimum sizes as those on Lots 15 through 26 as set forth in Section 6.3(a) of the Declaration.

4. Effective Expansion. Effective with the date of recordation of this First Amendment, each owner of a Lot in the Expansion Real Estate shall be a member of the

Association entitled to a one vote appurtenant to each Lot in the Expansion R to the provisions on membership and voting in the Declaration and the Bylaw for each new lot in the Expansion Real Estate during the current budget year on an equitable basis by the Board.

5. Further Expansion. The expansion accomplished herein may expansion of the Property, and Declarant reserves the right to continue expar extent permitted under Section 12.2 of the Declaration. Declarant makes no warranty, however, that it will in fact cause any further expansion of the Pro

Executed as of the date first written above.

Harmony Homes, Inc.

By: _____
Bryce P. Styza, Presi

~~Signature of Bryce P. Styza authenticated as of June, 1, 2000.~~

_____
~~Robert A. Teper~~

STATE OF WISCONSIN)

COUNTY OF WAUKESHA

Personally came befor
2000, the above name
acknowledged himself
Harmony Homes, Inc.,
person who executed
as such officer of
authority and ackn

_____
Notary Public, Wisc
My Commission: May

This instrument was drafted by
and should be returned to:

Hal Karas, Esq. and Robert A. Teper, Esq.
Michael Best & Friedrich LLP
100 E. Wisconsin Avenue, Suite 3300
Milwaukee, WI 53202
(414) 271-6560

T:\CLIENTA\43135\0042\A0003519

EXHIBIT A
(Expansion Real Estate)

The Broadlands Add'n. No. 1, Lots 154 through 182, being a part of the NE ¼, NW ¼, SE ¼ and SW ¼ of the NW ¼ of Section 31, T6N, R18E, in the Village of North Prairie, Waukesha County, Wisconsin.