CC&Rs- Declaration
Hickorywood Farms Homeowners Association

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Declaration of Restrictions
For Hickorywood Farms

Document Number

Document Title

RECORDED
DEED RESTRICTIONS

Recording Area

Name and Return Address:

Title West
N14 W24200 Tower Place Suite 110
Waukesha, WI 53188

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
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DECLARATION OF RESTRICTIONS
FOR
HICKORYWOOD FARMS

This Declaration is made this 7th day of MARCH, 2005 by WE Properties, LLC, hereinafter the "Developer".

WHEREAS, WE Properties, LLC is the developer and owner of the Hickorywood Farms Subdivision (Phase I), in the City of Oconomowoc, Waukesha County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer is the owner of the property described on the attached Exhibit B, which property is adjacent to the Hickorywood Farms Subdivision (Phase I), and upon which Developer intends to develop future phases of the Hickorywood Farms Subdivision; and

WHEREAS, Developer desires to subject the residential Lots and Common Outlots in said Hickorywood Farms Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, and such additional real property as Developer may subject to this Declaration of Restrictions, by future amendment(s) hereto, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer and his respective successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A. At such time as the subdivision plat or certified survey map for each future phase of the Hickorywood Farms Subdivision development is recorded, the Developer shall have the right to record an amendment to this Declaration of Restrictions so as to include herein all or any part of any lands included in any such subdivision plat or certified survey map. Any such amendment may include, at Developer's sole discretion, all or any part of the lands described on the attached Exhibit B, and/or all or any part of any other lands now owned or hereafter acquired by Developer which are adjacent to any present or future phase of the Hickorywood Farms Subdivision development. This Declaration of Restrictions shall become effective as to added lands upon the recording of the amendment therefore. All decisions regarding whether or not to submit and subject all or any portion of the property described on the attached Exhibit B and/or all or any portion of other lands located within a subdivision plat or certified survey map for any future phase of the Hickorywood Farms development shall remain at the sole option and discretion of Developer. Notwithstanding any other provision of this Declaration of Restrictions regarding amendment hereof, any and all amendments hereto adding additional phases off the Hickorywood Farms Subdivision need be executed only by the developer.

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The terms "Hickorywood Farms", "Hickorywood Farms development" and "subdivision", as used in this Declaration of Restrictions, are initially defined as the property described on the attached Exhibit A. From and after the date of recording of each amendment adding additional lands hereto, said terms shall be deemed to include the added lands. The term "subdivision", for purposes of this Declaration, includes all forms of land divisions, including subdivision plats and certified survey maps.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The terms "Common Outlot" and "common area" shall be deemed to include any outlot held in undivided fractional ownership by individual Lot Owners, as required by the provisions of any plat, certified survey map and/or subdivision development approval, and any signage and/or landscaping easement established for the common benefit of Lot Owners. Unless Developer executes and records an express declaration to the contrary, each such common area shall be deemed a common area for the entire Hickorywood Farms development, notwithstanding the fact that the ownership or rights in such common area are established by a subdivision plat, certified survey map and/or subdivision development approval for Lot Owners in one or more, but less than all, of the phases of the subdivision. The common outlots in Phase I are Outlots 1,2,3,4 & 5, as shown on the plat.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Hickorywood Farms will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

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4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Hickorywood Farms Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as there remains any vacant Lot in the subdivision, or any of the land described on the attached Exhibit B; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant Lot in the subdivision, or Developer does not own any of the land described on the attached Exhibit B, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the Tax Roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Hickorywood Farms Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with square footage called out, and with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee, with a postage paid return envelope. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot Owner as evidence of such approval. Any minor changes or revisions required by the Architectural Control Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot Owners. The Architectural Control Committee may also request that revisions shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots

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covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

It is the sole responsibility of the Lot Owner to set the basement floor elevation at an appropriate level. It is further the sole responsibility of the Lot Owner to investigate and obtain qualified opinions from experts that subject Lot will accommodate the home, placement and grading that Lot Owner intends. In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee or Developer have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. Neither the Committee nor Developer shall have any liability or responsibility in the event either or both of them approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single-family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

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

The exterior siding of all dwellings shall consist of natural wood siding, natural stone, brick and/or stucco, double-4 or double-5 metal or vinyl siding, plank or fish-scale cement board, or efis system siding (such as Dryvit). Corner boards must be three and one-half inch or larger cedar board or cedar board designed cement board, or vinyl or metal material acceptable to the Architectural Control Committee. No other types of metal, vinyl or cement board siding shall be permitted. Further, the Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the subdivision.

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No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone.

Fireplaces are not required. Direct venting is permissible.

All homes shall include an attached garage with a minimum of 400 square feet and a maximum of 900 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage, which has an exterior appearance of having a capacity of more than 3 cars. All garages shall be equipped with automatic garage door openers for all overhead doors. No detached garages shall be permitted.

Storage sheds shall be allowed on any Lot providing they are approved as to design and location by the Architectural Control Committee and the City of Oconomowoc. The design and exterior must match that of the home. Other types of outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. may be allowed, providing they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. All Lot Owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted by the City of Oconomowoc unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Hickorywood Farms Subdivision shall have a minimum square footage of living space as follows:

i. One story houses shall have a minimum square footage of living space of not less than 1600 square feet.

ii. One and one-half story shall have a minimum square footage of living space of not less than 1900 square feet total with not less than 1000 square feet on the first floor.

iii. Two story houses shall have minimum square footage of living space of not less than 1900 square feet with not less than 1000 square feet of living space on the first floor.

iii. Split level houses (three or more levels) shall have a minimum square footage of living space of not less than 1600 square feet total on the upper two levels.

v. Bi-level houses shall have a minimum square footage of living space of not less than 1600 square feet on the upper level.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space, which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

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8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

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

During the time of construction the Lot Owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. In the event that the owner or his contractor shall fail in this responsibility the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and obtain reimbursement for the expense incurred by the Developer, as set forth in Paragraph 9 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

9. FAILURE TO COMPLY

In the event the Lot Owner and/or his or her contractors fail to comply with the cleanup requirements and/or repair of any damaged drainage facilities and/or public right-of-way, and in the event the Developer, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the City of Oconomowoc for same, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses incurred by Developer for such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable actual attorney's fees. In the event the Lot Owner and/or the Lot Owner's contractors fail to comply with the architectural or other requirements or provisions of the Declaration, and in the event Developer retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses, including but not limited to reasonable actual attorney's fees, incurred by Developer with respect to such enforcement.

10. TREES

No existing live tree with a diameter of four inches or more at a height six inches above ground shall, without approval of the Architectural Control Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the Architectural Control Committee. Existing live trees with a diameter of four inches or more at a height six inches above the ground shall be considered by the Architectural Control Committee in granting approval for the location of the house, driveway and any and all other structures on any Lot. On lots, which have the above described trees, a site plan shall be submitted for review and approval by the Architectural Control Committee. Said site plan shall include the location of all existing trees, location of all proposed improvements, including but not limited to, retaining

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walls, driveways, patios, decks, etc. The Architectural Control Committee shall approve, approve with changes or deny the proposed plan. In addition to the above requirements, all requirements of the City of Oconomowoc shall be complied with. If there is a conflict between the two the more restrictive shall apply.

The Owners of each Lot, as part of the landscaping plan, shall plant a minimum of two (2) trees, in the front yard of the residence, each hardwood tree shall have a minimum trunk diameter, at the time of planting, of not less than 3" (three inches), measured 6" (six inches) above the ground surface. Any evergreen tree shall be a minimum in height of six (6) feet tall. The type and location of said trees shall be subject to approval of the Architectural Control Committee as part of the approval of the landscaping plan. The two required trees shall be planted a minimum of 15 feet from the public sidewalk.

11. BUILDING SETBACKS.

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific Lot.

The minimum building setbacks and offsets are:

- 25 feet minimum from all front property lines within the subdivision.
- 10 feet minimum from one side yard and a total of 25 feet from both side yards for one-story homes.
- 12 feet minimum from one side yard and a total of 30 feet from both side yards for two-story homes.
- 25 feet minimum from all rear property lines.

The site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the City of Oconomowoc if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require.

12. DRIVEWAYS

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete and/or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

13. HEIGHT OF GRADE AND BUILDING PADS

No owner of any Lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any Lot or outlot from that which is naturally occurring on that Lot or outlot at the time the site development improvements have been completed by the Developer,

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except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the City Engineer on file in the office of the City Engineer, unless and until the property owner shall first obtain the written approval of the Architectural Control Committee and the City of Oconomowoc for such grade alterations.

In order to obtain this approval it shall first be necessary for the property owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent Lot Owner as regards drainage or their viewing of unreasonable slope treatment.

Each Lot Owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the City Engineer on file in the office of the City Engineer. The Developer and/or the City and/or their agents, employees or independent contractors shall have the right to enter upon any Lot or outlot, at any time, for the purpose of inspection, maintenance, correction of any surface and stormwater management condition, and the property owner is responsible for cost of the same.

Subdivision grading has been performed with the intention that home construction on each lot take place within a building pad area consisting of a strip of land extending from the minimum front yard setback line to a line parallel to and 60' back from said front yard setback line, extending across the Lot to the minimum side yard set back lines. Construction of the home and/or other improvements beyond the limits of such building pad area may result in an increased risk of encountering adverse subsoil conditions.

14. NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. OUTDOOR STORAGE

No outdoor storage of any truck larger than a 1-ton pickup truck shall be permitted on any lot.

16. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, cable and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the owner of said Lot.

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats and/or other customary household pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes.

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18. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign not more than two square feet in size identifying the property of the owner, one sign not more than five square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial Lot sales in the subdivision, or one or more subdivision entrance signs erected by the Developer and/or by the Association.

19. LAWN, YARD AND LANDSCAPING

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the area between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

Landscaping completed by Developer/Seller that may be on a lot or in the yard area in front of the Lot from the property line (front lot line) to the back of curb and gutter section or shoulder of the public roadway; including trees, plantings, grass areas, ponds, signs, and/or other ornamentation; are completed at Developer/Seller expense to enhance the beauty of the Subdivision. Maintenance of such landscaping shall be become the Lot Owners and/or Homeowners Association responsibility after closing, and the Developer/Seller shall have no further responsibility as to the growth, survival or maintenance of such landscaping.

Landscaping completed by Developer/Seller that may be on the common areas of the Subdivision; including trees, plantings, grass areas, ponds, signs, and/or other ornamentation; are completed at Developer/Seller expense to enhance the beauty of the Subdivision. At such time that the Homeowner's Association is turned over to the Lot Owners, maintenance of such landscaping shall become the Homeowner's Association responsibility and the Developer/Seller shall have no further responsibility as to the growth, survival or maintenance of such landscaping.

20. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot.

With respect to dish antennas not exceeding thirty (30) inches in diameter, same shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

21. FENCES

It is the intention to preserve the open natural feeling of Hickorywood Frams Subdivision's environment. Therefore, no barrier fences or containment fences may be erected

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on or adjacent to any lot line. Only that fencing which is purely of a decorative or landscaping nature may be installed. Fencing to meet governmental regulations with regard to swimming pools will be permitted. Properly designed and located kennels not exceeding 100 square feet in size for household pets will be approved providing they are properly screened from public view by landscaping.

22. MAILBOX, LAMPPOST AND LANTERN

At the time of construction of a residence the Owner shall install, at a location designated by the Developer, one outdoor electric post lamp. The post lamp will be purchased through the Developer and paid for at time of closing. The post lamp shall be maintained by the Owner in a proper operating manner. Each mailbox and newspaper box shall also be purchased through the Developer and paid for at time of closing and its location shall be designated by the Developer and/or the Local Postmaster. Maintenance and repair of the mailbox is the responsibility of the lot owner.

The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing lampposts, lanterns and mailboxes, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaing the lamppost, lantern and mailbox in a first class condition at all times, and in compliance with the specifications.

23. EASEMENTS

The Developer at its sole discretion may grant easements to the City of Oconomowoc and/or to any public or private utilities, upon, over, through or across those portions of any Lot or Outlot in the subdivision for purposes of allowing the City of Oconomowoc or any utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the subdivision or for purposes of facilitating drainage of storm or surface water within or through the subdivision. Such easements may be granted by Developer in its own name and without the consent or approval of any Lot owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the subdivision to persons other than a successor developer.

24. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet City Ordinances and specifications. No above-ground swimming pools are permitted. Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

25. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the City of Oconomowoc, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the

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requirements of these restrictions and any provision of any City, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the City of Oconomowoc, Waukesha County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Subdivider's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot Owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

26. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement has been entered into by and between the Developer and the City of Oconomowoc, a copy of which is on file in the office of the City Clerk of the City of Oconomowoc.

27. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the Lots in the subdivision, provided, however, so long as the Developer owns any Lot in the subdivision, or any portion of the land described on the attached Exhibit B, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Notwithstanding the foregoing, the provisions of Section 34 shall not be amended or modified without the approval of the City Common Council of the City of Oconomowoc. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. In the event there is more than one (1) owner of any Lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration, which is expressly permitted by any provision of this Declaration to be made by Developer alone.

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28. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

29. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. Lot Owner will be responsible for legal costs. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Owner's Association undertake any enforcement action.

30. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats., but including any future amendments, modifications or re-numbering of that section).

31. SEVERABILITY

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

32. OWNER'S ASSOCIATION

An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements and common easements. Said Association shall be established as follows:

A. The Association shall be established as either a non-profit corporation or a non-profit association. Each Lot Owner shall be a member of the Association, and each Lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot in the subdivision is owned by Developer, Developer

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shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each Lot in the subdivision shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Waukesha County and/or the City of Oconomowoc, the personal obligation of the Lot Owners, until paid. In the event Waukesha County and/or the City of Oconomowoc become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the City with respect to fees or assessments imposed by this Declaration. Further, in the event Waukesha County and/or the City of Oconomowoc become the owners of any Lot through the tax delinquency process, neither the County or the City shall have any personal obligation for the payment of Association assessments.

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

E. In the event any further division of any Lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential Lots within the subdivision, each Lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other Lots in the Subdivision.

33. OUTLOTS 1, 2, AND 3.

The Hickorywood Farms Subdivision Plat contains areas designated as Outlots 1, 2, 3, 4 and 5. Said Outlots are common areas for the Lots in Hickorywood Farms. Each Lot in Hickorywood Farms shall be deemed to include an equal undivided ownership interest in Outlots 1, 2, 3, 4 and 5, and each conveyance of a Lot in Hickorywood Farms shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance.

34. MAINTENANCE OF DRAINAGE EASEMENTS AND COMMON AREAS.

The Owner's Association has the responsibility of properly landscaping and maintaining all common areas and subdivision entrance signage. Subject to the provisions of Paragraph 35 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas and stormwater management facilities located within the individual Lots which are subject to this Declaration of Restrictions and all drainage easement areas and stormwater management facilities within common areas. In the event the Owner's Association does not properly landscape and/or maintain said items, the City of Oconomowoc may send written notice to the Association setting forth which of said items the City has determined are not properly landscaped and/or maintained, and stating that the City of Oconomowoc may perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the City determines, in its discretion, that a shorter notice period is appropriate

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due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the City determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the City of Oconomowoc shall then have the authority, but not the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the City as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627 Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the City of Oconomowoc, such charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627(4), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats. The City and/or their agents, employees or independent contractors shall have the right to enter upon any Lot or outlot, at any time, for the purpose of inspection, maintenance and/or correction of any of the matters addressed by this Section 34.

35. DAY TO DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day to day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Cities authority of enforcement against the Association, as described in Section 34, above.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 7th day of MARCH, 2005

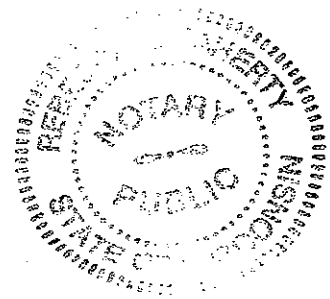
WE Properties, LLC, Developer
By: _____
Michael D. Schutte, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this 7th day of March, 2005, the above-named Michael D. Schutte, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Rebecca A Faherty
Notary Public, Waukesha County, WI
My commission expires 4/22/2007
Rebecca A. Faherty



Drafted by:
Wozniak Development Corp.
N22 W27847 Edgewater Dr.
Pewaukee, WI 53072

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EXHIBIT A
LEGAL DESCRIPTION

13061
2-22-05

HICKORYWOOD FARMS - PHASE I

Being a part of the NE 1/4 and SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 7, Town 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

Commencing at the North 1/4 corner of said Section 7; thence S.01°29'00"E., along the east line of the NW 1/4 of said Section 7, a distance of 239.13 feet; to the point of beginning of the hereinafter described lands; thence continue S.01°29'00"E., along the said east line of the NW 1/4, a distance of 2,398.31 feet to the Center of said Section 7; thence S.01°28'39"E., along the east line of the SW 1/4 of said Section 7, a distance of 481.46 feet; thence S.75°17'47"W., a distance of 142.63 feet; thence S.73°58'35"W., a distance of 702.35 feet; thence N.01°57'00"W., a distance of 1,224.89 feet; thence N.31°28'08"E., a distance of 179.81 feet; thence N.25°16'03"E., a distance of 60.28 feet; thence N.30°08'11"E., a distance of 163.59 feet; thence S.49°42'33"E., a distance of 40.77 feet; thence N.26°59'58"E., a distance of 201.63 feet; thence N.54°23'46"E., a distance of 66.48 feet; thence N.30°39'12"E., a distance of 170.00 feet; thence N.64°27'20"W., a distance of 115.76 feet; thence N.74°40'23"W., a distance of 115.76 feet; thence N.84°47'36"W., a distance of 113.93 feet; thence N.89°16'13"W., a distance of 270.00 feet; thence N.81°20'04"W., a distance of 65.71 feet; thence S.18°03'11"W., a distance of 170.00 feet; thence 76.00 feet along the arc of a curve to the right, whose radius is 370.00 feet and whose chord bears N.66°03'44"W., a distance of 75.87 feet; thence N.60°10'39"W., a distance of 190.60 feet; thence N.54°13'15"E., a distance of 86.06 feet; thence N.58°11'59"E., a distance of 284.64 feet; thence N.41°57'09"E., a distance of 234.68 feet; thence N.22°12'30"E., a distance of 117.07 feet; thence N.84°19'29"E., a distance of 308.78 feet; thence N.09°25'48"W., a distance of 137.07 feet; thence N.02°46'24"W., a distance of 252.87 feet; thence S.87°47'55"E., a distance of 175.71 feet; thence 67.48 feet along the arc of a curve to the right, whose radius is 1,530.00 feet and whose chord bears N.03°27'53.5"E., a distance of 67.47 feet; thence N.85°16'18"W., a distance of 190.00 feet; thence N.06°24'08"E., a distance of 192.48 feet; thence S.81°45'45"E., a distance of 192.94 feet; thence N.08°14'15"E., a distance of 27.59 feet; thence S.81°45'45"E., a distance of 277.73 feet to the point of beginning. Said lands contain 2,087,266 square feet (47.92 acres).

The above property is now known as Hickorywood Farms Subdivision, (Phase I)

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EXHIBIT B
LEGAL DESCRIPTION

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HICKORYWOOD FARMS - PHASES II & III

Being a part of the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4 of Section 7, and the SE 1/4 and SW 1/4 of the SW 1/4 of Section 6, all located in T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin.

Beginning at the North 1/4 corner; thence S.01°29'00"E., along the east line of the NW 1/4 of said Section 7, a distance of 239.13 feet; thence N.81°45'45"W., a distance of 277.73 feet; thence S.08°14'15"W., a distance of 27.59 feet; thence N.81°45'45"W., a distance of 192.94 feet; thence S.06°24'08"W., a distance of 192.48 feet; thence S.85°16'18"E., a distance of 190.00 feet; thence 67.48 feet along the arc of a curve to the left, whose radius is 1,530.00 feet and whose chord bears S.03°27'53.5"W., a distance of 67.47 feet; thence N.87°47'55"W., a distance of 175.71 feet; thence S.02°46'24"E., a distance of 252.87 feet; thence S.09°25'48"E., a distance of 137.07 feet; thence S.84°19'29"W., a distance of 308.78 feet; thence S.22°12'30"W., a distance of 117.07 feet; thence S.41°57'09"W., a distance of 234.68 feet; thence S.58°11'59"W., a distance of 284.64 feet; thence S.54°13'15"W., a distance of 86.06 feet; thence S.60°10'39"E., a distance of 190.60 feet; thence 76.00 feet along the arc of a curve to the left, whose radius is 370.00 feet and whose chord bears S.66°03'44"E., a distance of 75.87 feet; thence N.18°03'11"E., a distance of 170.00 feet; thence S.81°20'04"E., a distance of 65.71 feet; thence S.89°16'13"E., a distance of 270.00 feet; thence S.84°47'36"E., a distance of 113.93 feet; thence S.74°40'23"E., a distance of 115.76 feet; thence S.64°27'20"E., a distance of 115.76 feet; thence S.30°39'12"W., a distance of 170.00 feet; thence S.54°23'46"W., a distance of 66.48 feet; thence S.26°59'58"W., a distance of 201.63 feet; thence N.49°42'33"W., a distance of 40.77 feet; thence S.30°08'11"W., a distance of 163.59 feet; thence S.25°16'03"W., a distance of 60.28 feet; thence S.31°28'08"W., a distance of 179.81 feet; thence S.88°03'00"W., a distance of 548.30 feet; thence S.01°57'00"E., a distance of 524.00 feet to the south line of the NW 1/4 of said Section 7; thence S.88°46'00"W., along the south line of the NW 1/4 of said Section 7, a distance of 665.50 feet; thence N.00°28'15"W., a distance of 2,637.94 feet to the north line of the NW 1/4 of said Section 7; thence S.88°46'31"W., along the north line of the NW 1/4 of said Section 7, a distance of 495.20 feet to the Northwest corner of said Section 7; thence N.00°36'43"W., along the west line of the SW 1/4 of said Section 6, a distance of 435.00 feet; thence N.61°33'02"E., a distance of 146.42 feet; thence N.79°43'08"E., a distance of 162.17 feet; thence N.77°52'59"E., a distance of 96.03 feet; thence N.44°09'54"E., a distance of 97.22 feet; thence N.71°14'50"E., a distance of 117.95 feet; thence N.88°38'35"E., a distance of 1,917.68 feet to the east line of the SW 1/4 of said Section 6; thence S.01°03'53"E., along the west line of the SW 1/4 of said Section 6, a distance of 653.86 feet to the point of beginning. Said lands contain 4,919,873 square feet (112.94 acres).

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REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

05-15-2009 11:32 AM

JAMES R. BEHREND
REGISTER OF DEEDS

REC. FEE: 16.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 7

First Amendment to
Declaration of Restrictions
For Hickorywood Farms

Document Title

Document Number



Name and Return Address:

Hickorywood Farms Homeowners Association, Inc
P.O. Box 944
Oconomowoc, WI 53066
Att'n: Ed Matthes-President

00940 MAY 15 09

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR HICKORYWOOD FARMS

This amendment to the declaration is made this 15th day of May, 2009 by Hickorywood Farms Homeowners Association, Inc, herein after the "Homeowners Association".

Whereas Hickorywood Farms Homeowners Association, Inc is the association created by WE Properties, LLC, the developer of the subdivision in the City of Oconomowoc, Waukesha County, Wisconsin, more specifically described on the attached Exhibit A and B.

Whereas the residential Lots and Common Outlots in the Hickorywood Farms Subdivision shall be subject to the conditions, restrictions, covenants, reservations and easements contained in the previously recorded Declaration of Restrictions and the Amendments contained herein.

Therefore, by a majority vote of 60% of Lot owners and approval of the said Developer, the Amendments contained herein are fully declared and binding for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment. The following amendments are applied to the original Declaration of Restrictions doc. #3276965.

Amendment 1: Paragraph 8 of Declaration of Restrictions:

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

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

During the time of construction the Lot Owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets. The Lot Owner shall be responsible for repairing any and all damage to adjacent lots during construction including damage to grassland and previously completed grading. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. In the event that the owner or his contractor shall fail in this responsibility the Developer and/or the Homeowners Association shall have the right to perform the necessary cleanup and/or make the necessary repairs and obtain reimbursement for the expense incurred by the Developer and/or the Homeowners Association, as set forth in Paragraph 9 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

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Amendment 2: Paragraph 9 of Declaration of Restrictions:

9. FAILURE TO COMPLY

In the event the Lot Owner and/or his or her contractors fail to comply with the cleanup requirements and/or repair of any damaged drainage facilities and/or public right-of-way, and in the event the Developer and/or the Homeowners Association, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the City of Oconomowoc for same, the Developer and/or the Homeowners Association shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses incurred by Developer and/or the Homeowners Association for such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable actual attorney's fees. In the event the Lot Owner and/or the Lot Owner's contractors fail to comply with the architectural or other requirements or provisions of the Declaration, and in the event Developer and/or the Homeowners Association retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer and/or the Homeowners Association shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses, including but not limited to reasonable actual attorney's fees, incurred by Developer and/or the Homeowners Association with respect to such enforcement.

Amendment 3: Paragraph 14 of Declaration of Restrictions:

14. NUISANCES

No noxious or offensive odor, activities or conditions shall be permitted to exist in, on or about any home or lot, which may be, or may become, an annoyance or nuisance to the neighborhood. No building or construction material or commercial or maintenance equipment shall be stored on any lot outside of a home or garage, other than during periods of actual construction or remodeling and then only for as long as may be reasonably necessary therefore. Each Lot Owner shall perform such periodic maintenance as may be necessary to keep the lot neat and clean in appearance, including, without limitation, the mowing of grass and removal of weeds, leaves and unsightly debris.

Amendment 4: Paragraph 15 of Declaration of Restrictions:

15. OUTDOOR STORAGE

No outdoor storage of any truck larger than a 1-ton pickup shall be permitted on any lot. All motorcycles, snowmobiles, trail bikes, dune buggies, campers, trailers, off-street motorized vehicles, watercraft, vehicles licensed as commercial trucks and recreational or commercial vehicles of any kind shall be stored only in enclosed garages and shall not be operated on any lot, driveway, parking area or common area within the subdivision, except for the purposes of ingress and egress. Vehicles parked outside of the enclosed garage are permitted on the paved driveway with current vehicle registration, and not permitted in lawn areas. Vehicles parked in the driveway must be in working condition with valid registration. The Homeowners Association Board of Directors may approve requests for temporary storage of recreational vehicles for short periods of time as seen appropriate by the board.

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Amendment 5: Paragraph 17 of Declaration of Restrictions:

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and/or other customary household pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes. No animals are permitted to run free in areas other than the owner's Lot or kept in any other unreasonable manner that may pose potential hazards to pedestrians and other animals.

Amendment 6: Paragraph 19 of Declaration of Restrictions:

19. LAWN, YARD AND LANDSCAPING

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the area between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense. For vacant lots, the Lot Owner shall be responsible to maintain grasses in such a manner as to control erosion of the graded soil that has been completed by the Developer. The grasses on any vacant lot shall be maintained to a height of no more than 12 inches.

Landscaping completed by Developer/Seller that may be on a lot or in the yard area in front of the Lot from the property line (front lot line) to the back of curb and gutter section or shoulder of the public roadway; including trees, plantings, grass areas, ponds, signs, and /or other ornamentation; are completed at Developer/Seller expense to enhance the beauty of the subdivision. Maintenance of such landscaping shall be become the Lot Owners and/or Homeowners Association responsibility after closing, and the Developer/Seller shall have no further responsibility as to the growth, survival or maintenance of such landscaping.

Landscaping completed by Developer/Seller that may be on the common areas of the Subdivision; including trees, plantings, grass areas, ponds, signs, and/or other ornamentation; are completed at Developer/Seller expense to enhance the beauty of the Subdivision. At such time that the Homeowner's Association is turned over to the Lot Owners, maintenance of such landscaping shall become the Homeowner's Association responsibility and the Developer/Seller shall have no further responsibility as to the growth, survival or maintenance of such landscaping.

Amendment 7: Paragraph 22 of Declaration of Restrictions:

22. MAILBOX, LAMPPOST AND LANTERN

At the time of construction of a residence the Owner shall install, at a location designated by the Developer, one outdoor electric post lamp. The post lamp will be purchased through the

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Address: 1381 Mamerow Lane

Developer and paid for at time of closing. The post lamp shall be maintained by the Lot Owner in a proper operating manner so that the post lamp is lit after dark with minimum standard bulb wattage of 40 watts. Each mailbox and newspaper box shall also be purchased through the Developer and paid for at time of closing and its location shall be designated by the Developer and/or the Local Postmaster. Maintenance and repair of the mailbox is the responsibility of the Lot Owner.

The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and /or replacing lampposts, lanterns and mailboxes, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaining the lamppost, lantern and mailbox in a first class condition at all times, and in compliance with the specifications. The Homeowners Association Board of Directors must approve any mailbox replacement that does meet the original mailbox specifications.

In witness whereof, we have hereunto set our hand and seal this 15th day of May, 2009.

Hickorywood Farms Homeowners Association, Inc

By: Edward E. Matthes
Edward E. Matthes – President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this 15 day of May, 2009, the above named Edward E Matthes, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Glinda Gephart
Notary Public, Waukesha County, WI
My commission expires 11-27-2011

NOTARY PUBLIC
GLINDA GEPHART
STATE OF WISCONSIN

Drafted by:
Hickorywood Farms Homeowners Association, Inc.
P.O. Box 944
Oconomowoc, WI 53066

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EXHIBIT A
LEGAL DESCRIPTION

13061
2-22-05

HICKORYWOOD FARMS - PHASE I

Being a part of the NE 1/4 and SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 7, Town 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

Commencing at the North 1/4 corner of said Section 7; thence S.01°29'00"E., along the east line of the NW 1/4 of said Section 7, a distance of 239.13 feet; to the point of beginning of the hereinafter described lands; thence continue S.01°29'00"E., along the said east line of the NW 1/4, a distance of 2,398.31 feet to the Center of said Section 7; thence S.01°28'39"E., along the east line of the SW 1/4 of said Section 7, a distance of 481.46 feet; thence S.75°17'47"W., a distance of 142.63 feet; thence S.73°58'35"W., a distance of 702.35 feet; thence N.01°57'00"W., a distance of 1,224.89 feet; thence N.31°28'08"E., a distance of 179.81 feet; thence N.25°16'03"E., a distance of 60.28 feet; thence N.30°08'11"E., a distance of 163.59 feet; thence S.49°42'33"E., a distance of 40.77 feet; thence N.26°59'58"E., a distance of 201.63 feet; thence N.54°23'46"E., a distance of 66.48 feet; thence N.30°39'12"E., a distance of 170.00 feet; thence N.64°27'20"W., a distance of 115.76 feet; thence N.74°40'23"W., a distance of 115.76 feet; thence N.84°47'36"W., a distance of 113.93 feet; thence N.89°16'13"W., a distance of 270.00 feet; thence N.81°20'04"W., a distance of 65.71 feet; thence S.18°03'11"W., a distance of 170.00 feet; thence 76.00 feet along the arc of a curve to the right, whose radius is 370.00 feet and whose chord bears N.66°03'44"W., a distance of 75.87 feet; thence N.60°10'39"W., a distance of 190.60 feet; thence N.54°13'15"E., a distance of 86.06 feet; thence N.58°11'59"E., a distance of 284.64 feet; thence N.41°57'09"E., a distance of 234.68 feet; thence N.22°12'30"E., a distance of 117.07 feet; thence N.84°19'29"E., a distance of 308.78 feet; thence N.09°25'48"W., a distance of 137.07 feet; thence N.02°46'24"W., a distance of 252.87 feet; thence S.87°47'55"E., a distance of 175.71 feet; thence 67.48 feet along the arc of a curve to the right, whose radius is 1,530.00 feet and whose chord bears N.03°27'53.5"E., a distance of 67.47 feet; thence N.85°16'18"W., a distance of 190.00 feet; thence N.06°24'08"E., a distance of 192.48 feet; thence S.81°45'45"E., a distance of 192.94 feet; thence N.08°14'15"E., a distance of 27.59 feet; thence S.81°45'45"E., a distance of 277.73 feet to the point of beginning. Said lands contain 2,087,266 square feet (47.92 acres).

The above property is now known as Hickorywood Farms Subdivision, (Phase I)

00945 MAY 15 05

EXHIBIT B
LEGAL DESCRIPTION

13061
2-22-05

HICKORYWOOD FARMS - PHASES II & III

Being a part of the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4 of Section 7, and the SE 1/4 and SW 1/4 of the SW 1/4 of Section 6, all located in T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin.

Beginning at the North 1/4 corner; thence S.01°29'00"E., along the east line of the NW 1/4 of said Section 7, a distance of 239.13 feet; thence N.81°45'45"W., a distance of 277.73 feet; thence S.08°14'15"W., a distance of 27.59 feet; thence N.81°45'45"W., a distance of 192.94 feet; thence S.06°24'08"W., a distance of 192.48 feet; thence S.85°16'18"E., a distance of 190.00 feet; thence 67.48 feet along the arc of a curve to the left, whose radius is 1,530.00 feet and whose chord bears S.03°27'53.5"W., a distance of 67.47 feet; thence N.87°47'55"W., a distance of 175.71 feet; thence S.02°46'24"E., a distance of 252.87 feet; thence S.09°25'48"E., a distance of 137.07 feet; thence S.84°19'29"W., a distance of 308.78 feet; thence S.22°12'30"W., a distance of 117.07 feet; thence S.41°57'09"W., a distance of 234.68 feet; thence S.58°11'59"W., a distance of 284.64 feet; thence S.54°13'15"W., a distance of 86.06 feet; thence S.60°10'39"E., a distance of 190.60 feet; thence 76.00 feet along the arc of a curve to the left, whose radius is 370.00 feet and whose chord bears S.66°03'44"E., a distance of 75.87 feet; thence N.18°03'11"E., a distance of 170.00 feet; thence S.81°20'04"E., a distance of 65.71 feet; thence S.89°16'13"E., a distance of 270.00 feet; thence S.84°47'36"E., a distance of 113.93 feet; thence S.74°40'23"E., a distance of 115.76 feet; thence S.64°27'20"E., a distance of 115.76 feet; thence S.30°39'12"W., a distance of 170.00 feet; thence S.54°23'46"W., a distance of 66.48 feet; thence S.26°59'58"W., a distance of 201.63 feet; thence N.49°42'33"W., a distance of 40.77 feet; thence S.30°08'11"W., a distance of 163.59 feet; thence S.25°16'03"W., a distance of 60.28 feet; thence S.31°28'08"W., a distance of 179.81 feet; thence S.88°03'00"W., a distance of 548.30 feet; thence S.01°57'00"E., a distance of 524.00 feet to the south line of the NW 1/4 of said Section 7; thence S.88°46'00"W., along the south line of the NW 1/4 of said Section 7, a distance of 665.50 feet; thence N.00°28'15"W., a distance of 2,637.94 feet to the north line of the NW 1/4 of said Section 7; thence S.88°46'31"W., along the north line of the NW 1/4 of said Section 7, a distance of 495.20 feet to the Northwest corner of said Section 7; thence N.00°36'43"W., along the west line of the SW 1/4 of said Section 6, a distance of 435.00 feet; thence N.61°33'02"E., a distance of 146.42 feet; thence N.79°43'08"E., a distance of 162.17 feet; thence N.77°52'59"E., a distance of 96.03 feet; thence N.44°09'54"E., a distance of 97.22 feet; thence N.71°14'50"E., a distance of 117.95 feet; thence N.88°38'35"E., a distance of 1,917.68 feet to the east line of the SW 1/4 of said Section 6; thence S.01°03'53"E., along the west line of the SW 1/4 of said Section 6, a distance of 653.86 feet to the point of beginning. Said lands contain 4,919,873 square feet (112.94 acres).