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DECLARATION FOR COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

JERICHO RIDGE SUBDIVISION

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DECLARATION FOR COVENANTS, CONDITIONS AND RESTRICTIONS FOR JERICHO RIDGE SUBDIVISION

The Jericho Ridge Declaration of Covenants, Conditions and Restrictions made this 11th day of ~~January,~~ June, ~~1989~~ 1989 by ESM PROPERTIES, INC., a Wisconsin corporation (hereinafter "Developer").

PREAMBLE

WHEREAS, the Developer is the owner of the real property described in Exhibit A of this Declaration and desires to create a residential planned unit development in the Town of Mukwonago Zoning Ordinance known as Jericho Ridge; and

WHEREAS, the Developer desires to provide for the preservation of the natural amenities of this site and to provide for the enhancement of property values all contributing to the personal and general health, safety and welfare of the residents and for the maintenance of the land and improvements thereon to this end desires to subject the real property described in Exhibit A (hereinafter "Property") to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth all of which are for the benefit of each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth and the intent and requirements of the Town of Mukwonago and Waukesha County, the Developer will incorporate under the laws of this state the Jericho Ridge Homeowners Association, Inc. as a non-profit corporation. The Articles of Incorporation shall be recorded in the Register of Deeds office for Waukesha County.

NOW, THEREFORE, the Developer declares the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth;

And further, the Developer hereby delegates and assigns to the Jericho Ridge Homeowners Association the power of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and distributing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

ARTICLE I

DEFINITIONS

(a) "Association" means JERICHO RIDGE HOMEOWNERS ASSOCIATION, INC., a non-stock, non-profit corporation to be organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns, which is the means through which the Owners acting as a group shall administer, manage, operate and control the Common Area and the Lots which together comprise the Jericho Ridge Subdivision.

(b) "Common Area" or "Open Space" means all real property and improvements thereon over which the Association has ownership or an easement for maintenance (excepting Lots and dwelling units thereon) for the use and enjoyment of Members and is or shall be described in the Plat or Plats recorded from time to time. The Common Area shown on the Plat or Plats shall be maintained by the Association at the time of the conveyance of the first Lot to an owner who is not the Developer.

(c) "Common Expenses and Common Surpluses" mean the expenses and surpluses of the Association.

(d) "Declaration" means the covenants, conditions and restrictions and all other provisions set forth in this document, as they may be amended from time to time.

(e) "Developer" means ESM Properties, Inc. The rights and obligations of Developer as set forth herein shall cease when all of the Property has been conveyed to Owners.

(f) "Governing Documents" means this Declaration, Deed Restrictions attached hereto as Exhibit C, the Articles of Incorporation of the Jericho Ridge Homeowners Association, Inc., and the Bylaws, any Rules promulgated thereunder, and any amendments to those documents.

(g) "Lot" or "Residential Lot" means a part of the Property intended for any type of individual, private or independent use and occupancy as a residence, except that Lot 7 (as numbered on the Preliminary Plat, Exhibit B) may additionally be used as a commercial stable, and sales center as outlined hereinafter, and Lot 6 (as numbered on the Preliminary Plat) is a duplex Lot. The potential total number of

Lots is shown on the Preliminary Plat numbered 1 through 88, inclusive. Lots may be created in stages as outlined in (l) below as the various Phases of the Property are developed, but no more than 88 Lots shall be created when the Property is fully developed.

(h) "Majority" or "Majority of Lot Owners" mean the Owners with more than fifty percent (50%) of the votes assigned to the Lots which have been developed in Phases from time to time as controlled by this Declaration.

(i) "Members" means all members of the Association, which shall consist of all Owners of Lots which have been developed in Phases from time to time hereunder.

(j) "Mortgagee" means the holder of any recorded mortgage encumbering one or more Lots or a land contractor vendor.

(k) "Owner" means a person, combination of persons, a partnership, a corporation, a trustee or any other legal entity who holds legal title to a Lot which is part of the developed Phase of the Property and has been developed within the Phases subject to this Declaration or who has equitable ownership of a Lot as a land contract vendee, but the definition excludes those having an interest or lien on a Lot as security for the performance of an obligation.

(l) "Phase" or "Phases" means the Lots and Common Area within the 88 potential total Lots available for development pursuant to the Plat which have been improved and submitted to the control of this Declaration from time to time by the Developer. There may be up to four Phases developed. In no event shall the completed development exceed 87 Lots utilizing Lot 6 as a duplex (88 Lots utilizing Lot 6 as a single family Lot) which shall never create a total project a density greater than one single-family unit per 2 acres, including the open space which has been dedicated to and will be developed by the Town of Mukwonago as park land (a total of 178.79 acres); but in no event shall the Developer be required to develop all Phases.

(m) "Plat" or "Plats" means the final subdivision plats for each Phase of Jericho Ridge in the Town of Mukwonago as approved by the Town of Mukwonago and all other necessary governmental agencies from time to time, and which shall be recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin. The

Plat for Phase I is recorded at Vol. 45 of Plats, Pages 150-151 as Document Number 1500524 on September 14, 1988 as shown in Exhibit D hereof.

(n) "Preliminary Plat" means the subdivision plat of Jericho Ridge in the Town of Mukwonago as preliminarily approved by the necessary governmental agencies. The Preliminary Plat, last revised March 18, 1987, attached hereto as Exhibit B, describes the total project; however, the Developer may change or the governmental agencies may require changes from the Preliminary Plat to the final Plats for future stages. Although the total project shall never exceed the Property and number of Lots shown on the Preliminary Plat, the Developer is under no obligation to final Plat all of the Property as shown therein.

(o) "Property" means the real estate which is described in Exhibit "A" and comprises the subdivision called Jericho Ridge.

(p) "Residential Units" means the density of 88 living units created on the Lots as defined in (g) within the 87 Lots, created by the right to maintain a duplex on Lot 6, as numbered and shown on the Preliminary Plat.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

Section 1. The Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Waukesha and represents the total anticipated development in Phases known as Jericho Ridge consisting of 88 potential Residential Lots and Open Space, comprising 178.79 acres of land which is to be preserved and maintained as such under the restrictions and protective covenants contained herein.

Section 2. Ownership of Common Area. The Developer hereby covenants that the Common Area which it shall convey to the Association from time to time as the Phases are developed and Lots created shall be free and clear of liens and financial encumbrances at the time of conveyance.

Section 3. Purpose of Property. All Lots are intended for and shall be used exclusively for residential housing (except for Lot 7, as depicted on the Preliminary Plat, which may be used as a commercial stable and as a sales center by the Developer in addition to its residential use), and the Common Area shall be used for recreation by the Lot Owners, their respective families,

lessees and or guests governed by the terms and conditions contained herein, the Articles and Bylaws of the Association and the rules and regulations established thereunder.

ARTICLE III

THE ASSOCIATION

Section 1. Powers of Association. The Association shall be incorporated and shall have all of the powers of a non-stock corporation as presently enumerated in the Wisconsin Non-Stock Corporation Law, Chapter 181 of Wisconsin Statutes. The association is authorized to establish rules and regulations for the use of the Property, especially the Common Area, in furtherance of the purposes of the Association and to prescribe penalties or special assessments for any violation thereof and shall furnish such rules and regulations in writing to the Lot Owners, who shall be bound thereby.

Section 2. Membership, Duties and Obligations. All Lot Owners shall be entitled and required to be Members of the Association which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Area. This membership shall be appurtenant to each Lot and shall not be assigned, conveyed, pledged, transferred or retained in any way, except upon transfer of the ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void. Each Lot Owner and the occupants and guests of the Lots shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration, the Bylaws and the rules and regulations of the Association.

Section 3. Voting Rights. The Association shall have two classes of voting membership as follows:

1. Class A - Class A Members shall be all Lot Owners, with the initial exception of the Declarant. One (1) vote shall be allowed for each Lot in the developed Phase or Phases regardless of the number of Lot Owners thereof, except that Lot 6 shall remain a duplex lot and, if each separate unit is occupied by a titleholder separate from the other, then each unit shall have one vote. In all other cases, if title to a Lot is held by more than one person, the membership related to that Lot shall be shared by such Owners in the same proportionate interests and by the same type of tenancy in which title to the Lot is held; however, such Lot Owners shall designate one (1) person to cast the vote appurtenant to such Lot. Voting rights may not be split, the shared membership interests must be voted pursuant to said designation.

2. Class B - Class B Members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by Declarant in the developed Phase or Phases.

The respective rights and qualifications of the two classes of Members shall be as set forth in the Bylaws of the Association.

Section 4. Rights of Declarant. Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the officers of the Association and to exercise the powers and responsibilities otherwise assigned to this Declaration to the Association or its officers, until thirty (30) days after the conveyance of seventy-five percent (75%) of the Lots of all Phases to purchasers.

Section 5. Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Association. The Association may contract for such services as may be required for the Lots and the Common Area.

Section 6. Board of Directors. The initial Board of Directors shall consist of three persons appointed by the Developer who need not be Members of the Association to serve until the sale of seventy-five (75%) of the Lots of all Phases or such earlier time as specified by the Developer. After the sale of seventy-five percent (75%) of the Lots of all Phases or such earlier time as specified by the Developer, the Class A Members shall elect two persons to the Board of Directors and the third Director shall be elected by the Class B membership so long as the Developer owns any Lot or Lots in Jericho Ridge. Thereafter the Board of Directors shall consist of three persons who meet the qualifications of Class A membership in the Association.

The affairs of the Association shall be governed by the Board of Directors. All powers and duties which shall be necessary for the administration of the Association shall be exercised in accordance with the provisions of the Articles of Incorporation, Bylaws and this Declaration, and Rules, if any, set forth thereunder.

The extent of the powers of the Board of Directors shall include all items as rule making, setting assessments, contractual authority, granting of easements, employment of agents and staff and enforcement of the Declaration, Articles, and Bylaws and Rules thereunder.

Section 7. Architectural Review Board.

(a) Purpose. The architectural review board shall regulate the external design, appearance, use, location and maintenance of the Property and of the improvements thereon for each of the Residential Lots and the Open Space areas in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. These general intents shall be accomplished through the implementation of the specific requirements and general intent of the Deed Restrictions. The Deed Restrictions marked as Exhibit C further restrict the Property in that certain styles of homes shall be permitted only in certain areas of the Property.

(b) Membership. The architectural review board shall consist of three persons who shall initially be appointed by the Developer. At the time of the sale of 75% of the Lots of all Phases, the Members of the architectural review board shall be appointed by the Board of Directors; however, so long as there is a Director elected by the Class B membership, that Director may appoint one Member of the architectural review board.

(c) Conditions. No improvements, alterations, repairs, changes in paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved states existing on the date such Lot was first occupied after conveyance by the Developer to any Owner shall be made or done without the prior approval of the architectural review board. No building, fence, wall, residence or other structure shall be commenced, erected, maintained or improved, altered, made or done without the prior written approval of the architectural review board.

(d) Procedures. In the event the architectural review board fails to approve, modify or disapprove in writing an application for initial home construction plans within ten (10) working days after written plans and specifications have been submitted and, for all other matters, within thirty (30) days after plans and specifications in writing have been submitted to it, approval will be deemed granted provided that the plans and specifications are in accordance with the requirements of the deed restrictions incorporated herein and in accordance with adopted procedures. The applicant may appeal an adverse architectural review board

decision to the Board of Directors who may reverse or modify such decision by a two-thirds vote of the Directors.

ARTICLE IV

COMMON AREA

Section 1. Obligations of the Association. The Association, subject to the rights of the Owners as set forth herein, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including fences, landscaping and entry signs located in the Common Areas and in the road right-of-ways) and shall keep the same in good, clean, attractive and sanitary condition, order and repair, except that the Owners of Lots located on the cul-de-sacs shall maintain the cul-de-sac by mowing the grass and keeping same free of debris; the Association shall be responsible for maintenance and replacement of major planting areas in the various cul-de-sacs. In the event the Owner of Lot 1 does not perform his or her responsibilities with regard to Outlot 2 as described in Article VI, Section 7, the Association shall be responsible for mowing such Outlot until such time as the Town of Mukwonago relocates Beulah Road. The Association may specially assess the Owner of Lot 1 pursuant to the restoration assessment provisions hereunder for the costs of such maintenance.

Section 2. Members Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Horseback riding shall be allowed within the Common Area only along marked trails as designated from time to time by the Association. The easement for trails shall include the areas along the top of the ridges.

Section 3. Extent of Members Easement. The Members' easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and to charge reasonable assessments for the maintenance upkeep of the Common Area.

(b) The right of the Association to suspend the right of an Owner to use the Common Area for any period during which an assessment against his Lot remains unpaid for more than thirty (30) days after notice and the right of the Association to suspend the right of a Member to use the Common Area for a period not to exceed sixty (60) days for any other infraction of these Governing Documents.

(c) The Association's right to mortgage the Common Area subject to the consent of seventy-five percent (75%) of the Class A Members of the Association after the Class B membership has ceased.

(d) The right of the Owner of Lot 7 to use designated and fenced areas of the Common Area, specifically Outlot 1 as depicted on the Plat for Phase 1, Exhibit D, to pasture horses, a strip of land 30 feet in width on Outlot 3 (as on the Plat, Exhibit D), adjacent to Lot 6, to provide access from Lot 7 to Outlot 1; and the right of the customers of the stable, if any, to use the designated bridle paths as provided in Article IV, Section 2. The Developer and the Association at the time of the sale of 75% of the Lots of all Phases or at such earlier time as specified by the Developer, reserves the right to charge the Owner of Lot 7 a reasonable sum for its use of the Common Area for pasturing and bridle paths.

Section 4. Damage or Destruction of the Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or an Owner's family or any of his guests, such Owner hereby authorizes the Association to repair said damaged area without notice to the Member. The Association shall repair such damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall be a special assessments on the Lot of said Owner.

Section 5. Maintenance of Common Area. If the Jericho Ridge Homeowners Association, Inc. shall fail to maintain any of the Common Area or to pay taxes or other governmentally imposed charges thereon, or if the Association for any reason, including an action for partition of the Common Area (a partition action can take place only after the Owners so inform the Town of Mukwonago and County of Waukesha and accept as Lot Owners the responsibilities placed hereunder on the Homeowners Association), the Lot Owners shall, jointly with each other, be responsible for the maintenance of the Common Area. If such Owners shall thereafter fail to maintain the Common Area, then Waukesha County and/or the Town of Mukwonago is/are authorized to give the Owners written notice requiring them within thirty (30) days thereafter to provide the required care or payment, or to give evidence satisfactory to the County or the Town of their willingness to do so, or the County or the Town shall have the right to provide the required maintenance and to include in the tax bill for each Lot its proportionate share of the cost on a per Lot basis of any such maintenance and all other charges accruing to the Common Area.

Section 6. Partition Prohibited. There shall be no partition of the Common Area through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms and any partition at that time shall be subject to the provisions of Section 5 of this Article.

ARTICLE V

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Developer hereby covenants and each Owner of any Lot of the developed Phase or Phases, by acceptance of the deed thereto (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay the Association the following: (a) any general assessment or charges and (b) special assessments for capital improvements.

All such assessments, together with interest thereon at the rate as herein established and cost of collection thereof including reasonable attorneys' fees as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. In addition, each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time of when the assessment fell due.

No exception is made for any Lot Owner pertaining to the payment of assessments by reason of non-use of the Common Area or for abandonment of a Lot.

Section 2. Subordination of the Lien to Mortgage. Except for assessments in the nature of taxes imposed by the Town of Mukwonago or Waukesha County under Article IV, Section 5, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot or the Lot Owner from liability for any assessment thereafter becoming due or from the liens thereof.

Section 3. Method of Assessment. At such time as the Board of Directors adopts an annual budget for the subsequent fiscal year from which the annual assessments shall be made, each Residential Unit in the developed Phase or Phases shall be assessed an equal share of the total assessment. Until conveyance of 75% of all Lots of all Phases, the Developer shall set the annual assessments and thereafter the Directors of the Board, by a two-thirds vote, shall fix the annual assessment and the date such assessment becomes due. Notwithstanding anything to the contrary herein, the annual assessment shall be sufficient to meet the obligations imposed by this Declaration. In the event

the Board fails to fix an annual assessment for any fiscal year, the prior year's assessment shall be automatically continued until the Board acts. The Board may provide for collection of partial assessments annually or in monthly, quarterly or semi-annual installments provided, however, that upon default in payment of any one or more installment, the entire balance of that assessment may be accelerated at the option of the Board and be declared due and payable in full.

Section 4. Annual Assessment.

(a) Purpose. The general assessment shall be used exclusively to promote the health, safety and welfare of the Members and in particular to sustain, maintain and operate the Common Area and facilities thereon, including but not limited to funding of appropriate reserves for future repair and procurement of insurance as required hereunder.

(b) Date of Commencement of Annual Assessments. The first annual assessment as to all Lots in the developed Phase or Phases shall commence on the date set by the Board of Directors.

Section 5. Special Assessments.

(a) Capital Improvements Assessments. In any assessment year, the Association may levy a special assessment against Members applicable to that year and payable over not more than the next three succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area, including fixtures and personal property related thereto, provided that such assessment shall have the assent of the Class B Member, if any, and of two-thirds of the votes of a quorum of the Owners of Lots in developed Phases.

If during the term of the Class B membership, the Board of Directors and Members shall approve by a majority vote an additional capital improvement to those which were planned by the Developer, the Class B Member shall be exempt from the payment of any assessments levied to cover the cost and financing of those additional capital improvements. This provision shall in no way absolve the Class B Member from any special assessment necessary for the maintenance, repair or upkeep of the Open Space improvements initially installed by the Developer.

(b) Restoration Assessment. The Association may levy a restoration assessment upon any Member who fails to maintain his Lot as provided for in the Governing Documents and Deed Restrictions. A Restoration assessment shall be limited to the amount necessary to meet the cost of restoration of the deficiency and the cost of the collection thereof, and may be levied only after thirty (30) days notice to the Lot Owner.

The Association may levy a restoration assessment upon any Member who himself or whose family or guest is responsible for damage to the Common Areas and personal property related thereto. The restoration assessment shall be limited to the amount necessary to meet the cost of restoration or replacement and the cost of the collection, including reasonable attorneys' fees, and may be assessed without notice to the Member thereof.

Section 6. Effect of Non-Payment of Assessment. Any assessment not paid within thirty (30) days after the due date may, upon resolution of the Board, bear interest from the due date at the rate of twelve percent (12%) per annum, which rate may be changed periodically by a two-thirds vote of the Board of Directors. Unpaid assessments, together with interest costs and all costs of collection including reasonable attorneys' fees, shall be a charge on the land and shall become a lien upon the Lot. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein.

Section 7. Estoppel Certificate. Prior to the sale of any Lot or any other action which affects a transfer of title, the Owner of the Lot shall notify the Board of Directors. Upon notification by the Lot Owner, the Board shall prepare an estoppel certificate which shall set forth any assessment or charges due upon such Lot at the time of conveyance and certifies as to whether or not there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate. This certificate shall be delivered to the place of closing.

ARTICLE VI

USE OF PROPERTY

Section 1. Residential Use. Residential Lots 1 through 6 and 8 through 87 are designated for residential use and shall be used, improved and devoted solely and exclusively to residential use. Nothing herein shall be deemed to prevent any Owner from leasing a residence on a Residential Lot to a single family (or a unit in the duplex on the property to a single

family) subject to all of the provisions of the Governing Documents and any applicable governmental regulations.

Section 2. Use of Lot 7. Lot 7, in addition to its residential use, may be used by the Developer as a sales center during the marketing and sales time for Lots in the entire Subdivision and for the initial home construction sales in the Subdivision; and may, at the option of the Owner thereof, be maintained as a commercial stable subject to the Owner and the Developer (and the Association at the time of the sale of 75% of the Lots of all Phases or such earlier time as specified by the Developer) reaching an agreement as to the cost to be charged by the Association for the use of the Common Area, and general policies and procedures for the operation of the stable. The general policies and procedures for the operation of the stable must be approved by the Town of Mukwonago. Said policies and procedures plan must address an active conservation plan regarding where horses are pastured and for what percentage of time, the method of waste disposal and stockpiling of waste, and the name, address and telephone number of the person to contact at all times regarding the stable operations. The Owner of Lot 7 may, at his or her own expense, fence and maintain such fences, in such a manner as to use a portion of the Common Area as shall be designated by the Developer or later, the Association, as successor in interest to the Developer, for pasture and training areas for horses. The Owner of Lot 7, the clients of the stable operator and the Lot Owners shall have the right to ride horseback in the Common Area. Owners of Lots may ride horseback in the Common Area regardless of whether the horse is stabled at Jericho Ridge or on Lot 7. Riding shall be allowed along designed trails in the Common Area, as approved in the policy and procedures. The number of horses boarded on Lot 7 or pastured in the Common Area shall be controlled according to the underlying zoning ratio of one (1) horse per one (1) acre of Outlot 1, Lot 7, and any other acreage defined and approved for pasturing purposes in the policies and procedures plan defined above, as modified from time to time.

Section 3. Nuisance. No nuisance shall be permitted to exist or operate upon any Lot or Common Area so as to be detrimental to any other Lot in the vicinity thereof or to its occupants.

Section 4. Open Space Fencing. No strand or barbed wire fences shall be used in the Open Space other than to surround the central drainage basin of Outlot 1, Exhibit D. Large grid woven wire fence may be used on Lot and on Outlot 3 along Lot 6 as required in Article IV, Section 3(d). Only post and rail fences may be constructed in other areas of the Open Space.

Section 5. Restriction on Further Subdivision. No Lot upon which a living unit has been constructed shall be further subdivided or separated into smaller lots by an Owner and no portion less than all of any such Lot, any easement, the Common Area appurtenant to the Lot or other interest herein be conveyed or transferred by an Owner provided that this shall not prohibit deed of correction, deeds to resolve boundary disputes and similar corrective instruments.

Section 6. Maintenance of Property. The Owner of each Residential Lot shall keep that Lot and all improvements thereon in good order and repair and free of debris including, but not limited to, the seeding, watering and mowing of all lawns to the road pavement, including the portion falling within the Town of Mukwonago right of way, the pruning and cutting of all trees and shrubbery, the maintenance of gardens and the painting or appropriate external care of all buildings and other improvements all in a manner and with such frequency as consistent with good property management. The planting of barrier hedges or erection of fences shall be controlled pursuant to the terms of the Deed Restrictions recorded on the Property. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association shall have the right to enter upon said Lot to correct, to repair, maintain and restore the Residential Lot and the exterior of the buildings and any other improvements erected thereon so provided herein.

Section 7. Lot 1 Maintenance. The Owner of Lot 1 shall perform ordinary maintenance, including but not limited to, seeding, watering and mowing of lawn within the land designated as Outlot 2 dedicated as a road right-of-way to the Town of Mukwonago to the existing roadway until such time as the road may be constructed within this portion of the right-of-way. If such Owner fails to maintain Outlot 2, then Waukesha County and/or the Town of Mukwonago is/are authorized to give the Owner written notice requiring him or her within thirty (30) days thereafter to provide the required care or payment, or to give evidence satisfactory to the County or the Town of his or her willingness to do so, or the County or the Town shall have the right to provide the required maintenance and to include in the tax bill for Lot 1 the cost of any such maintenance.

ARTICLE VII

INSURANCE

Section 1. Insurance. The Board of Directors of the Association shall provide public liability insurance covering the Common Area in such amounts as may be determined by the Board of Directors from time to time. Such insurance shall be obtained in the name of the Association. Premiums shall be a common expense and provided for in the budget and annual assessment. To the

extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Lot Owners, the Association, and their respective servants, agents and guests, without thirty (30) days' prior written notice to the Association giving it opportunity to cure the defect within that time and shall provide for cross liability coverage. The amount of protection shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased or abandoned at any time it is deemed necessary by the Board of Directors.

The Board of Directors may also provide worker's compensation insurance and fidelity bonds on such officers and employees as is determined to be necessary from time to time.

Section 2. Lot 7 Insurance. The Owner of Lot 7 shall provide public liability insurance for Common Area in such amounts as are reasonably prudent from time to time for any increased risk resulting from the use of designated portions of the Common Area in connection with a commercial stable. The Lot 7 Owner shall provide a certificate of insurance naming the Association as an additional insured as its interest may appear. In the absence of such insurance provided by the Lot 7 Owner, the Association shall have the ability hereunder to provide such insurance independent of the Lot 7 Owner, and may assess the Owner of Lot 7 for the cost of such additional insurance.

ARTICLE VIII

EASEMENTS

Section 1. Utility and Repair Easements. This Declaration hereby grants an easement upon, over and under the Lots and Open Space for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including electricity, telephone, natural gas and storm water drainage and retention.

In the event that the Owner of any Lot proposes to undertake an improvement which would cause the relocation, either horizontally or vertically, from that which was initially installed under the Developer's plan, the Owner shall first obtain written approval of the utility involved and then shall bear the total cost charged by the utility involved.

An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress needed to make repairs to Common Area as is reasonably necessary for public safety or maintenance and improvements thereof.

Section 2. Developer's Easement. There is hereby created an easement upon, across, over and through all of the Lots and Open Space of the Property for the purpose of allowing the Developer and its agents ingress and egress in order to accomplish the construction, repair and maintenance of any of the improvements or facilities involved in the overall Development. This easement shall cease upon the termination of the Class B membership in the Association.

Section 3. Bridle Easements. There is hereby created an easement upon, across, over and through Outlots of Open Space, including the tops of the ridgeways, for bridle paths as designated from time to time and marked by the Association.

Section 4. Binding Effect; Easement Exhibit. All easements and rights described herein are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, their successors and assigns, and on Lots Owners, purchasers, mortgagees, lessees and occupants and their heirs, executors, administrators, successors and assigns.

Exhibit E is a map showing the easements which effect the property on the Preliminary Plat as of the date hereof.

ARTICLE IX

NO ACCESS TO PARK

There shall be no direct access to the Town of Mukwonago park contiguous with the Property from or across Lots 81 through 88 of the Preliminary Plat. All access to the park shall be over the roadway and entrance designated by the Town of Mukwonago.

Note: Although the Jericho Ridge Subdivider's Agreement included the portion of the property dedicated to the Town of Mukwonago as park land in the acreage to be used for the computation of density allowed, the park is a Town of Mukwonago Park; thus, the Owners have no special rights or privileges regarding its use.

ARTICLE X

DRAINAGE IMPOUNDMENT AREAS

Section 1. Definitions. Drainage Impoundment Areas are located on Lots 30 and 31, as shown on the Preliminary Plat, and in Outlot 1 for drainage and collection of surface water.

Section 2. Restrictions.

(a) The Drainage Impoundment Areas are an integral part of the overall development plan for Jericho Ridge as created by the Developer and approved by all of the necessary governmental agencies. These Drainage Impoundment Areas were established to provide safe and effective run-off and also in consideration of the topography and preservation of natural amenities of the site. For these reasons, the Owners of Lots 30 and 31 (per the Preliminary Plat) affected by the Drainage Impoundment Area above do not have the discretion to locate any structure or storage of any personal property or materials within the Drainage Impoundment Area.

(b) No act shall be performed by an Owner, his family, tenants, guests or agents which would in any manner affect or jeopardize free and continuous use and enjoyment of the Drainage Impoundment Areas of other Lot, Owner, Owner's family or guests in or to the Drainage Impoundment Areas.

Section 3. Damage or Destruction. In the event that any Drainage Impoundment Area is damaged or destroyed, including deterioration from ordinary wear and tear, the following procedures will be followed:

(a) If the damage or destruction is the result of an act of an Owner or any of his or her agents, guests or Members of an Owner's family, it shall be the obligation of such Owner to rebuild and repair the Drainage Impoundment Area without cost to the other Owners of affected Lots. In the event that the Owner fails to perform the repairs or replacement, the Association shall have the right to do so according to the terms of special restoration assessment.

(b) If the damage or destruction is other than by the act of an individual Owner, the Owner's agents, guests or family, it shall be the obligation of all Owners, through the Association, to rebuild and repair such Drainage Impoundment Area, sharing the expense in the same proportion as they pay assessments. If such Owner shall thereafter fail to maintain the Drainage Impoundment Area, then Waukesha County and/or the Town of Mukwonago is/are authorized to give the Owner written notice requiring him or her within thirty (30) days thereafter to provide the required care or payment, or to give evidence satisfactory to the County or the Town of his or her willingness to do so, or the County or the Town shall have the right to provide the

required maintenance and to include in the tax bill for each Lot its proportionate share of the cost on a per Lot basis of any such maintenance and all other charges accruing to the Drainage Impoundment Area.

Section 4. Maintenance. It shall be the responsibility of the Owners of Lots or the Homeowners Association in the instance of Outlots upon which the Drainage Impoundment Area is located to assume at their expense normal yard maintenance costs of the Drainage Impoundment Area.

In the event that any Owner is unable or unwilling to carry out this responsibility, the Association shall have the right to perform the work and to levy a special restoration assessment against the Owners and Lots involved. If such Owner shall thereafter fail to maintain the Drainage Impoundment Area, then Waukesha County and/or the Town of Mukwonago is/are authorized to give the Owner written notice requiring him or her within thirty (30) days thereafter to provide the required care or payment, or to give evidence satisfactory to the County or the Town of his or her willingness to do so, or the County or the Town shall have the right to provide the required maintenance and to include in the tax bill for each Lot its proportionate share of the cost on a per Lot basis of any such maintenance and all other charges accruing to the Drainage Impoundment Area.

ARTICLE XI

CONVEYANCE TO INCLUDE MEMBERSHIP IN THE ASSOCIATION

The membership in the Jericho Ridge Homeowners Association, Inc. shall not be separated from the Lot to which it appertains. No Lot Owner shall execute any deed, mortgage, or other instrument affecting title to such Lot ownership without including therein the membership in the Homeowners Association, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. This Declaration may be amended at any time by an instrument signed by the Class B Member (while such Class B Member exists) and not less than seventy-five percent (75%) of the Owners of Lots in developed Phases, and with the approval of the Plan Commission and Town Board of the Town of Mukwonago and the Plan Commission and County Board of Waukesha County. Any amendment must be recorded.

Section 3. Enforcement. The Association, any Owner or the Developer shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents. Additionally, Waukesha County and the Town of Mukwonago shall be able to enforce the rights granted them pursuant to Article IV, Section 5 in the event the Homeowners Association and/or the Lot Owners fail to maintain the Common Area or to pay taxes on other governmentally imposed charges thereon. Failure to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Rights of the Developer. For such time as the Developer shall own Lots, its rights and interest shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions.

Provided only that the Developer has discharged or fulfilled its obligations to the County, Town and the Association hereunder and under the Development Agreement, Developer may, at its option, terminate the Class B membership.

There will be no amendments to the Governing Documents which:

(a) Discriminate or tend to discriminate against its rights as an Owner.

(b) Change Article II, Definitions, in a manner which alters its rights to status.

(c) Alter the character and rights of Membership or the rights of the Developer as set forth in the Governing Documents.

(d) Require the Developer to take part in, provide or pay any special assessments for improvements beyond those contemplated in the original Plat and development plan.

(e) Alter previously recorded or written agreements with public or quasi-public agencies as regards to easements and rights-of-way.

(f) Alter the basis for assessment.

(g) Alter the number of or selection of Board of Directors as established in this Declaration.

(h) Require the Developer to complete all Phases of the Property as shown on the Preliminary Plat.

Section 5. Limitations. As long as the Developer has an interest in developing the Property, the Association may not use its financial resources to defray any cost of opposing the development activity so long as they remain consistent to the general intents of the Preliminary Plat.

Section 6. Notices. All owners shall provide the Association with an address for the mailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with it.

Section 7. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 8. Captions. The captions and section headings herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

Section 9. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

Section 10. Governing Law. This Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and the rules and regulations established thereunder shall be governed by and construed under the laws of the State of Wisconsin.

Section 11. Exhibits. The Exhibits to the Governing Documents are attached hereto and referred to throughout the Governing Documents. They are:

A. Legal Description of the Subdivision.
B. Preliminary Plat.
C. Deed Restrictions.
D. Phase I - Final Plat.
E. Easement Map.

IN WITNESS WHEREOF, the said ESM Properties, Inc., a Wisconsin corporation, Declarant, has caused this Declaration to be executed at Mukwonago, Wisconsin, as of the date first above written.

ESM PROPERTIES, INC.,
a Wisconsin corporation

By: Robert D Kern
Robert Kern, President

By: Patricia E. Kern
Patricia Kern, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF Waukesha)

Personally came before me this 11 day of June, A.D., ~~1989~~ 1990, Robert Kern and Patricia Kern of the above-named corporation, to be known to be the persons who executed the foregoing instrument, and to me known to be such officers of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Sally E. Haigh
Notary Public, State of Wisconsin,
County of Waukesha
My commission expires: 9-19-93

[NOTARIAL SEAL]

This instrument was drafted by:

Sally E. Haigh
Smith & Wood, S.C.
250 West Coventry Court
Suite 108
Post Office Box 17829
Milwaukee, Wisconsin 53217-0829
(414) 351-3300

REAL ESTATE in Waukesha County, State of Wisconsin, to wit:
A redivision of certified survey map No. 5419, recorded in Volume 43 at Pages 316 through 319 of Certified Survey Maps in the Waukesha County Registar of Deeds Office, and part of the Northeast 1/4, Northwest 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4, Section 17, Town 5 North, Range 18 East, Town of Mukwonago, Waukesha County, Wisconsin; bounded and described as follows:

Commence at the Northeast corner of said Southeast 1/4 Section; thence South 89°51'10" West, along the North line of said Southeast 1/4 Section, 1571.01 feet; thence South 00°08'52" East, 50.00 feet; thence South 36°37'00" East, 316.92 feet to the point of beginning; thence continue South 36°37'00" East, 23.09 feet; thence South 76°25'00" East, 205.00 feet; thence South 68°03'00" East, 133.00 feet; thence South 61°30'00" East, 260.00 feet; thence South 73°19'59" East, 78.00 feet; thence North 82°14'00" East 180.00 feet; thence South 17°37'45" East, 260.80 feet; thence 361.33 feet on an arc of a curve whose center lies to the South, said curve having a radius of 1129.67 feet, chord bearing North 81°32'06" East, 359.80 feet; thence South 89°18'11" East, 119.98 feet to the center line of Beulah Road; thence South 00°41'50" West, along said center line, 951.81 feet; thence continue along said center line 146.35 feet on an arc of a curve to the right, said curve having a radius of 99.54 feet, chord bearing South 42°48'58" West, 133.52 feet; thence continue along said center line South 84°56'10" West, 86.25 feet; thence continue along said center line 174.84 feet on an arc of a curve to the left, said curve having a radius of 299.04 feet, chord bearing South 68°11'10" West, 172.36 feet; thence continue along said center line South 51°26'10" West, 148.73 feet; thence North 38°33'52" West, 33.00 feet; thence 292.31 feet on an arc of a curve whose radius is 1192.00 feet and lies to the Northwest, having a chord bearing of North 44°24'39" East, 291.58 feet; thence North 52°36'51" West, 44.17 feet; thence North 80°21'00" West, 341.23feet; thence North 38°21'04" West, 237.53 feet; thence South 44°51'16" West, along the Southeasterly line of said Certified Survey Map, 321.55 feet; thence North 38°21'04" West along the Southwesterly line of said Certified Survey Map, 160.00 feet; thence South 73°58'04" West, 744.20 feet; thence North 70°53'48" West, 64.14 feet; thence South 08°04'26" West, 248.87 feet; thence North 81°55'34" West, 200.00 feet; thence 32.06 feet on an arc of a curve to the right, said curve having a radius of 20.00 feet, chord bearing North 36°00'14" West, 28.74 feet; thence 17.04 feet on an arc of a curve to the right, said curve having a radius of 1667.00 feet, chord bearing North 10°12'38.5" East; thence North 79°29'47" West, 527.94 feet to the West line of said Southeast 1/4 Section; thence North 00°36'44" East, along said West line, 772.86 feet; thence North 78°13'10" East, 974.32 feet; thence North 66°02'51" East, 180.00 feet; thence North 13°43'03" East, 150.00 feet; thence 47.53 feet on an arc of a curve whose radius is 3367.00 feet and lies to the South, chord bearing South 75°52'46" East, 47.53 feet; thence North 14°31'30" East, 346.42 feet to the point of beginning. Containing 61.619 acres.

EXHIBIT A

EXHIBIT B
PRELIMINARY PLAT MAP

This map is a copy of the official Preliminary Plat Map on file with the Town of Mukwonago, Town Hall, Mukwonago, Wisconsin. Some survey data and elevation data has been deleted for clarity purposes. Full size copies of the original may be obtained from ESM Properties, Inc. P.O. Box 527, Waukesha, WI 53187.

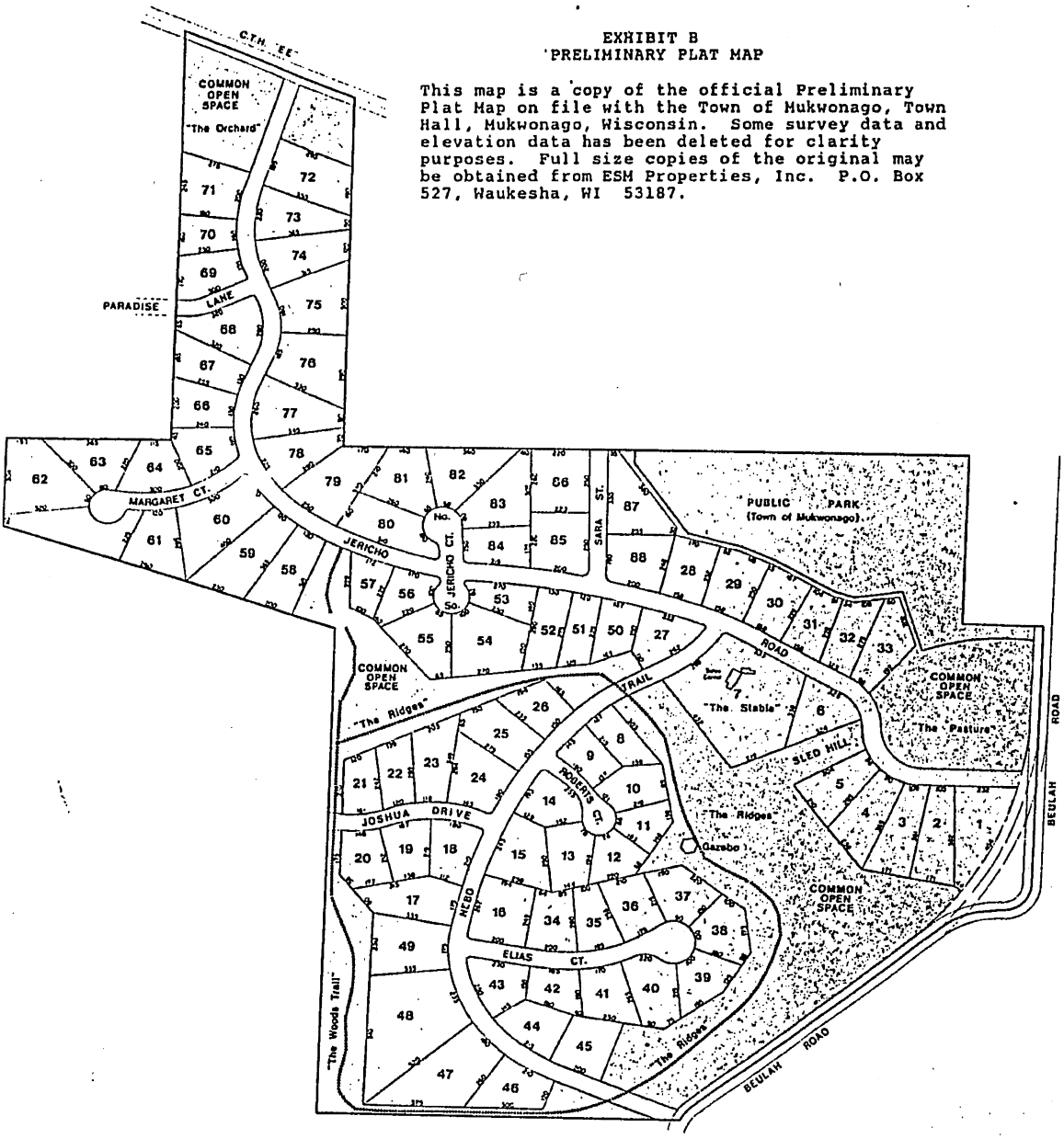

EXHIBIT B

EXHIBIT C

DEED RESTRICTIONS - JERICHO RIDGE
A PLANNED UNIT DEVELOPMENT

These protective covenants made this 11th day of ~~January, 1989,~~ June, 1989 by ESM Properties, Inc. (hereinafter the "Developer").

WHEREAS, Developer is the owner of real property described herein in Exhibit A attached to the Declaration of Covenants, Conditions and Restrictions located within the Town of Mukwonago, Waukesha County, Wisconsin (the "Property") which is to be subdivided and known as Jericho Ridge Subdivision; and

WHEREAS, Developer desires to subject such Property to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the 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.

NOW, THEREFORE, the Developer hereby declares that the real property hereinafter described 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, its successors and assigns, and to all parties hereafter having any interest in the Property.

1. PROPERTY SUBJECT TO PROTECTIVE COVENANTS

The Property subject to these covenants shall be: Residential Lots numbered 1 through 88, inclusive, as shown and depicted on the preliminary plat of Jericho Ridge and the various subdivision plats of Jericho Ridge, as recorded or to be recorded in the office of the Register of Deeds, Waukesha County, Wisconsin.

Open space areas which are or will be represented as Outlots on the various subdivision plats of Jericho Ridge as recorded or to be recorded in the office of the Register of Deeds, Waukesha County, Wisconsin.

Jericho Ridge may be developed in up to four phases. These Deed Restrictions shall apply to the part of the Property in each phase the time the final plat for that phase is recorded.

2. GENERAL PURPOSE

The general purpose of these protective covenants is to assure that Jericho Ridge will become and remain an attractive, high-quality residential community, and to that end, to preserve and maintain the natural beauty of certain open spaces and recreation areas to be owned by the Jericho Ridge Homeowners' Association, Inc., an association of all owners of property subject to these covenants; 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 scheme in improvements; 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.

From time to time protective covenants and restrictions are subject to interpretation. In those instances in which 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 opinion of the Architectural Control Committee shall be final.

3. SPECULATIVE BUILDERS/INVESTORS COMPLIANCE WITH PROTECTIVE COVENANTS

Any home building contractor or other individual or firm who purchases or contracts to purchase a Lot with the intention of constructing a house upon a Lot as a speculative venture (that is without a purchase contract with an outside party prior to the starting of construction and with the intention of offering the completed package of house and Lot for sale to the general public) shall abide by all of the restrictions and covenants without exception.

4. ARCHITECTURAL CONTROL

Land Use - Lots

Lots 1 through 5 and 8 through 88 shall be used only for single family residential purposes and construction of one single family detached dwelling on each Lot. A two-family residential dwelling (duplex) is located on Lot 6. In addition to residential use, the owner of Lot 7 may elect to operate a

commercial stable subject to certain regulations as set forth herein and in accordance with the Declaration for Covenants, Conditions and Restrictions for Jericho Ridge Subdivision. The Developer may use Lot 7 as a sales center for the Subdivision during the marketing and sales period for Lots in the Subdivision and for the sales of homes in the Subdivision.

No Lot or Outlot may be redivided without the approval of the Town of Mukwonago and all other applicable government agencies.

Land Use - Open Space

Outlots substantially as shown on the Preliminary Plat shall constitute the open space of the Jericho Ridge residential community. These lands are intended for the perpetual open space and recreational benefit of the residents of Jericho Ridge.

Any use of the open space area must have the approval of the Jericho Ridge Homeowners' Association, Inc.

No dumping, alterations of grade, or the cutting of any standing trees or brush is permitted without the prior authorization and supervision of the Board of Directors of the Homeowners' Association.

5. SUBMITTAL TO ARCHITECTURAL CONTROL COMMITTEE

For any undertaking requiring approval of the Architectural Control Committee, three sets of plans (a set of plans shall include home construction, site plans, grading (where necessary), and landscaping) shall be submitted to the Architectural Control Committee, one set of which, upon approval, shall be signed, dated and returned to the Lot owner as evidence of such approval.

Any changes or revisions required by the Architectural Control Committee 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 followed.

Arrangements have been made with the Town of Mukwonago Building Inspector that no building permit shall be issued until the appropriate approvals have been obtained. Similarly, occupancy permits will not be issued until all conditions and specifications of approved plans have been complied with.

6. DWELLINGS; SIZE, DESIGN AND MATERIALS

All structures shall be designed by a registered architect, home designer or equally qualified individual or firm. No building (principal or accessory), fence, swimming pool, tennis court or any other structure shall be erected, placed upon or altered on any Lot until the building plan, specifications of construction, materials of the construction and plot plan showing the location thereof have been approved in writing by the Architectural Control Committee, which shall consider quality, materials, harmony of external design and colors with existing and/or planned structures, location with respect to architectural theme, topography, setbacks, finish grade elevations, driveways and plantings, screenings, and compliance with all applicable restrictions contained in these protective covenants.

It is a specific design criteria of Jericho Ridge to create a diverse group of residential designs and to avoid the monotony of duplication. It is also a specific design criteria to assure that there is a compatibility of architectural styles among various homes in close visual proximity to one another. To meet these criteria, the Architectural Control Committee will evaluate the use of a particular architectural style of home on any Lot in the Jericho Ridge residential community. In making this evaluation, the Architectural Control Committee will consider the proposed residence in relation to existing homes or previously approved homes in close visual proximity. Whenever doubt exists, the first submitted plans shall take preference and be approved or altered first.

Only natural materials shall be used on the exterior walls of homes (i.e., wood siding, brick, stone or stucco and stuccatto sheets; no aluminum or vinyl siding shall be permitted).

All residences shall include an attached garage containing space for two cars; however, Lot 6 may have a detached two-car garage. All garages shall be equipped with automatic garage door openers for all overhead doors. Whenever possible, garage doors are to be located so as to avoid a front or street exposure orientation.

The minimum square footage for a two-story residence shall be 2,200 square feet; a ranch shall be 1,800 square feet. Architectural styles making use of living area below grade shall also be required to satisfy the minimum area requirements for square footage above the main floor or entry level. An exception is granted for the existing residence or any replacement therefor on Lot 6.

7. COMMENCEMENT AND COMPLETION OF CONSTRUCTION

In order to protect ditches, natural amenities and landscape of a site, before any construction shall be commenced on any Lot, the culvert shall be placed and the driveway shall be rough graded in a horizontal location, with a vertical alignment as approved by the Architectural Control Committee. All access to and from the homesite construction area by material suppliers, contractors and other individuals shall be via this driveway location and no other way.

The owner of the Lot shall be responsible for the building contractors and others coming on the site during the construction period adhering to the above requirement. In the event the ditch is damaged or the pavement broken by access to a Lot other than as outlined above, the Lot owner shall be liable for repair.

Any exterior construction commenced shall be completed and ready for occupancy within a one-year period from the date of commencement. Also, at the earlier date of one year of occupancy or two years after the commencement of construction, the owner of such Lot shall landscape any area disturbed by construction.

However, commencing from the date of purchase, the Lot owner shall be responsible for erosion damage to the downstream properties resulting from the lack of proper landscaping or erosion control measures on the Lot creating the problem.

During the time of construction, the Lot owner shall be responsible to see that the contractor maintains a constant cleanup of all scraps, paper or other waste materials. In the event that the owner or contractor shall fail in this responsibility, the Association shall have the right to perform the necessary cleanup and to specially assess the Lot owner and the Lot for the cost of same.

8. BUILDING SETBACKS

The minimum building offsets are:

50 feet from all street property lines
20 feet from all side property lines
20 feet from all rear property lines

Note: An additional 10 foot street offset may be applied to every other Lot to create a staggered look to the homes. This shall be required at the sole discretion of the Architectural Control Committee.

9. OUT BUILDINGS

Outbuildings shall be permitted on any Lot, subject to the Town of Mukwonago Zoning Ordinances and the approval of the Architectural Control Committee, as set forth hereinafter. No outbuildings shall be constructed closer than one-half the average depth of such Lot to any street Lot line. The plans for any proposed outbuilding shall be approved by the Architectural Control Committee.

Two sets of plans describing in detail all materials to be used and the type of construction shall be submitted to the Architectural Control Committee, one of which, upon approval, shall be signed, dated and returned to the Lot owner as evidence of such approval. All construction materials to be used in constructing outbuildings shall be compatible with the materials used in constructing the principal residence on said Lot. Asphalt roof shingles and wood, stone or brick veneer materials only will be allowed in such construction. Tin sheds, pole barns or tin-sided or tin-roofed outbuildings will not be allowed. The Architectural Control Committee shall have final approval of all materials to be used in granting approval for said outbuildings as aforesaid.

Once Architectural Control Committee approval has been given, the plans for construction or any outbuilding will be strictly followed.

10. DRIVEWAYS AND CULVERT ENDWALLS

The owner of each Lot shall, within one year of the date of occupancy of a residence, install a concrete or asphalt driveway extending from the vehicle entry to the garage to an intersection with the public street section, and shall install some culvert endwall treatment of a permanent nature other than only metal-flared endwalls. Endwall designs shall be approved by the Architectural Control Committee. Pre-graded driveways shall remain in the pre-graded location, and the pavement structure and any additional gravel requirements beyond those placed by the Developer (prior to Lot sale) shall be the responsibility of and the cost of the Lot owner.

11. DRAINAGE FACILITIES

No construction, grading or filling of any sort shall be allowed in any area designated drainage facility or easement area on any recorded plat of the subdivision. The owners of Lots affected by drainage easements shall be subject to responsibilities outlined in the Declaration for Covenants, Conditions and Restrictions.

12. RESTORATION OF DISTURBED AREAS

Within a one and one-half year period from the issuance of a building permit, the owner of each Lot shall complete or cause to be completed the finish grading, re-topsoiling and seeding or establishing of ground cover or other plant material over all areas which were previously disturbed during the time of and by the activities of construction.

Commencing from the date of purchase, the Lot owner shall be responsible for erosion damage to the downstream properties resulting from the lack of proper landscaping or erosion control measures on the Lot creating the problem.

In no event shall any Lot owner be entitled to claim or receive compensation for damage to any improvement or planting located within the areas so reserved arising from the installation, repair or maintenance of any utility within such areas.

13. EROSION CONTROL

The subdivision is developed in accordance with erosion and control guidelines of the Waukesha County Park and Planning Commission. The owners of each Lot are at all times responsible to see that home construction or any other activity on the Lot does not cause the soil erosion of the Lot or any other Lot, roadway, right-of-way, basement or open space area, or the deposit of sediment or other out-wash debris on any of these above described lands. The individual Lot owners shall be responsible, at their sole expense, to maintain whatever erosion control measures are necessary to insure against erosion damage. In the event the Lot owner does not so perform, the Developer or the Homeowners' Association may perform the necessary work and specially assess the cost plus fifteen percent for administration of the work against the Lot and Lot owner.

14. HEIGHT OF GRADE

No owner of any Lot, nor any person or persons claiming under the owner, shall at any time alter the grade of any Lot from the naturally occurring grade at the time the site development improvements have been completed by the Developer, unless and until the owner shall first obtain the written approval of the Architectural Control Committee for such grade alterations.

In order to obtain this approval, it shall first be necessary for the Lot owner, at his or her expense, to have a grading plan prepared which shows in detail the areas to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and which in no way adversely effects adjacent property owners with regard to drainage or the viewing of unreasonable slope treatments.

15. NUISANCES

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

16. OUTSIDE STORAGE TO BE IN PERMANENT STRUCTURES

No exposed outside storage of vehicles, boats, motorcycles, snowmobiles, trucks, trailers, tractors or other paraphernalia shall be permitted on any Lot. Any such storage on any Lot shall be in permanent buildings which have been constructed in accordance with Paragraph 9 or, at the option of the Lot owner, within an enclosure structure immediately adjacent to the residence. Such enclosure shall not exceed 8 feet in height and shall fully shield from vision anything stored within it. Enclosure structures shall be subject to the Architectural Control Committee approval as to materials and design.

17. USE OF MOTORIZED VEHICLES

No motorcycles, snowmobiles, trail bikes, dune buggies or off-street motorized vehicles of whatsoever type or description shall be operated on any Outlot or open space within the subdivision.

18. UTILITY RESTRICTIONS

Any fuel oil tanks or gas tanks (if outside the residence) shall be buried below ground level unless prohibited by governmental regulation, in which case it shall be located behind the residence (unless otherwise prohibited by applicable governmental regulation), immediately adjacent to the residence and screened from public view.

All Lots shall be provided with electric 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.

19. ANIMALS AND LIVESTOCK AND POULTRY

Except on Lot 7, no animals may be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Horses may be kept on Lot 7, which may be operated as a commercial stable provided only that the owner shall obtain the approvals of the board of directors of the homeowners' association and the Town of Mukwonago of its plan of operation.

20. SIGNS

Except for the signs of the Developer during the period it owns and markets Lots, 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 ten square feet in size advertising the property for sale or rent, or a sign used by a builder to advertise a residence for sale, but only during the construction and sales period.

21. LAWN AND YARD

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 edge of the pavement section. In addition to mowing, the owner shall keep this area free of debris and other ways properly maintained. Any easements on Lots shall also be so maintained. The owner of Lot 1 shall perform these responsibilities over the portion of the adjacent property dedicated to the Town of Mukwonago for road purposes until the roadway is re-routed and the right-of-way is used by the Town.

22. ANTENNAE

No exterior antennae (only one being permitted per Lot) taller than ten feet in height above the roof ridge line or deck, nor shall any "dish" type antennae shall be permitted without the approval of the Architectural Control Committee. Any variations to this restriction must first have the written approval of the Architectural Control Committee. The Architectural Control Committee, in reviewing any requests for variations from this height limitation, shall take into account the location and visibility of the antennae as to whether it may be seen by adjacent Lot owners or persons moving in the public street or open space area. The granting of a variation to the height requirement shall not constitute the establishment of a precedent of other individuals having the right to a variance.

23. FENCES AND WALLS

It is the intention to preserve the open, natural feeling of the Jericho Ridge environment. Therefore, no barrier fences may be erected on or adjacent to any Lot line. Only that fencing which is purely of a decorative or landscaping nature may be installed subject to the prior approval of the Architectural

Control Committee. Fencing to meet governmental regulations with regard to swimming pools will be permitted, as will properly designed and located kennels for domestic pets.

DEVELOPER:

ESM Inc.
By: Robert D Kern
Robert Kern

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

The above-named Robert Kern, personally appeared before me this 11 day of ~~January~~ June, ~~1989~~ 1994, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Marie E. Sullivan
Notary Public, State of Wisconsin,
County of Milwaukee.
My commission: 1-24-94

[NOTARIAL SEAL] NOTARY PUBLIC MARIE E. SULLIVAN STATE OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY:

Mr. Robert F. Gunerman

Return to: ESM Properties, Inc.
c/o Morgan Butler
1535 E. Racine Ave
Waukesha, WI. 53186

JERICHO RIDGE

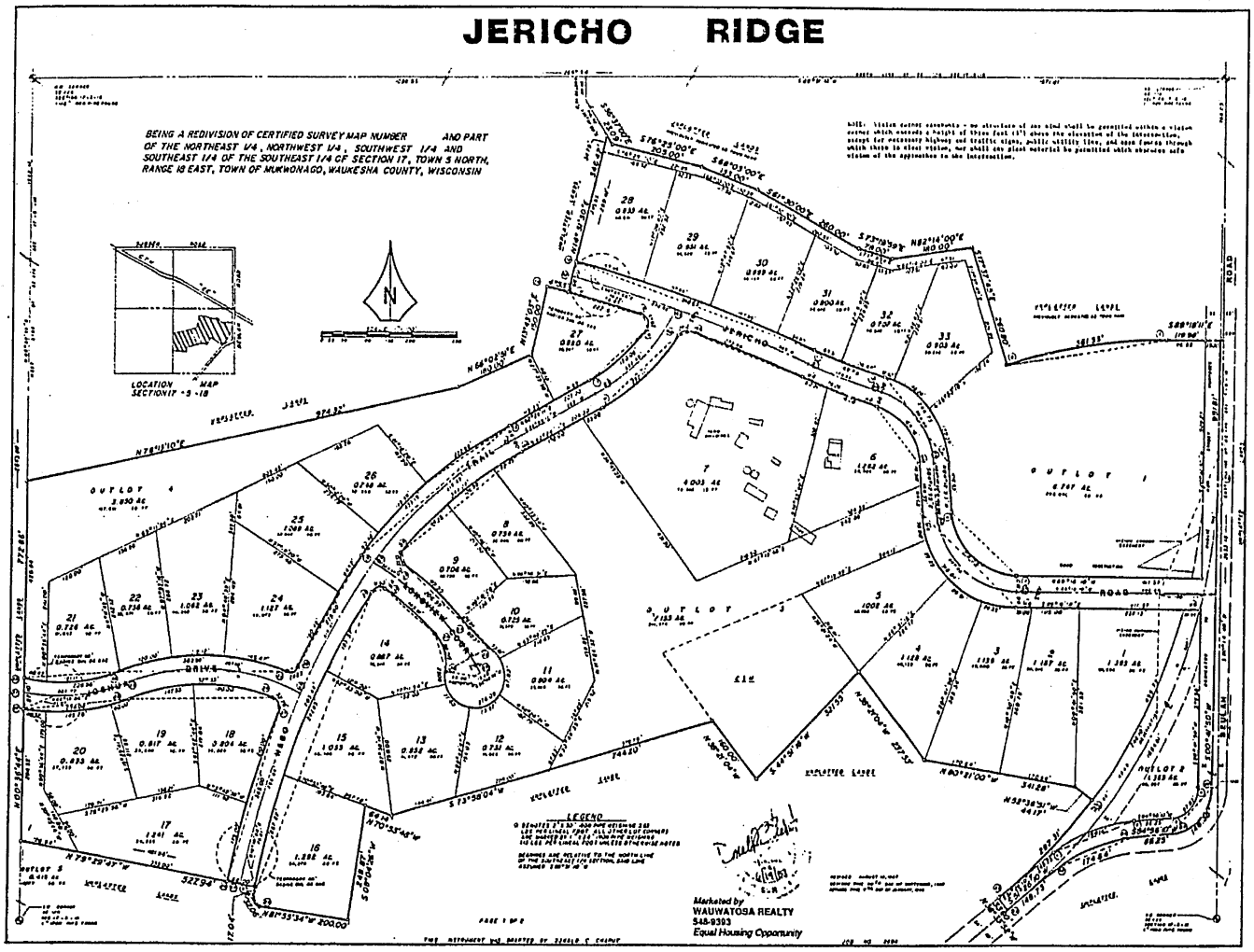

EXHIBIT D.

REEL 1228 IMAGE 0709

REEL 1228 PAGE 0710

EXHIBIT E

JERICHO RIDGE

EXHIBIT E
EASEMENT MAP

Utility strip easements are 10 feet wide and shown as a dark solid line. Where easements pass between lots, easement is 5 feet on each side of lot line, where easement is along unplatted land or common space easements, entire 10 foot easement is on lot.

Common space easements, designated as Outlot 1, Outlot 2, Outlot 3 and Outlot 4 on the Jericho Ridge Plat, are shown as colored areas on this map. Note Outlot 1 and Outlot 4 include narrow path areas allowing circumnavigation around the development when combined with future phase development.

