12/01/2004

DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAGLE MEADOW FARMS

This instrument was drafted by and should be returned to:
Thomas P. Shannon, Esq.
Fox, O'Neill & Shannon, S.C.
622 N. Water Street, Suite 500
Milwaukee, Wisconsin 53202

THIS DECLARATION is made this ____ day of _____, 2004, by Eagle Meadow Farm, LLC, a Wisconsin limited liability company, which hereby declares that the property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
GENERAL PURPOSE

The general purpose of this Declaration is to assure that the Development will become and remain an attractive, high quality residential community and 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.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration (unless the context shall otherwise indicate), shall have the following meanings:

(a) "*Articles*" shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time.

(b) "*Association*" shall mean and refer to the Eagle Meadow Farms Homeowner's Association, Inc., a Wisconsin nonstock, non-profit corporation.

(c) "*Board*" shall mean and refer to the board of directors of the Association.

(d) "*By-Laws*" shall mean and refer to the By-Laws of the Association, as amended from time to time.

(e) "*Committee*" shall mean and refer to the Architectural Control Committee established under Section 8.01 of this Declaration.

(f) "*Developer*" shall mean and refer to Eagle Meadow Farm, LLC, a Wisconsin limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder may be specifically assigned. Developer may assign all or any part of its rights under this Declaration. In the event of such a partial assignment, the assignee may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(g) "*Development*" shall mean and refer to the residential subdivision known as *Eagle Meadow Farms* in the Town of Eagle, Waukesha County, Wisconsin, consisting of 15 single-family residential lots on the Property, according to the recorded plat thereof on file in the office of the Register of Deeds for Waukesha County, Wisconsin.

(h) "*Drainage Easements*" shall mean and refer to the easements created and reflected as DRAINAGE EASEMENTS on the Plat for drainage, drainage ways, storm water collection, detention and infiltration basins, and pipes according to the approved grading and drainage plan for the Development.

(i) "*Easements*" shall mean and refer to the Vision Corner Easements, the Utility Easements, the Temporary Turnaround Easements, the Drainage Easements and the Landscape Easements.

(j) "*Landscape Easements*" shall mean and refer to the easements for rolling landscape berms created and reflected as ROLLING BERM AND LANDSCAPE EASEMENTS on the Plat.

(k) "*Lot*" shall mean and refer to any designated lot on the Plat.

(l) "*Member*" shall mean and refer to all those Owners who are members of the Association as hereinafter provided in Article III hereof.

(m) "*Owner*" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

(n) "*Plat*" shall mean and refer to the final plat of the Development filed in the office of the Register of Deeds for Waukesha County, Wisconsin.

(o) "*Property*" or "*the Property*" shall mean all of the following described real property:

> Lots 1 through 15, inclusive, of Eagle Meadow Farms, a subdivision located in part of the South West ¼ of the North West ¼ and the North West ¼ and South West ¼ of the South West ¼ of Section 31, Town 5 North, Range 17 East, Waukesha County, Wisconsin.
>
> Tax key no. EGLT-1851-998-004

(p) *"Temporary Turnaround Easement"* shall mean and refer to the easements created and reflected as TEMPORARY TURNAROUND EASEMENTS on the Plat and which shall be used as road right-of-way until vacated by the Town.

(q) *"Town"* shall mean the Town of Eagle, Wisconsin, and its successors in interest.

(r) *"Utility Easements"* shall mean and refer to the easements created and reflected as UTILITY EASEMENTS on the Plat, which shall be used for the installation, maintenance, and replacement of public and private utility services, including but not limited to, gas, telephone, electric, CATV, sanitary sewer, storm sewer, and water main.

(s) *"Vision Corner Easements"* shall mean and refer to the easements created and reflected as VISION CORNER EASEMENTS on the Plat.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION

Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to all of the restrictions, covenants, easements, charges and liens hereinafter set forth in this Declaration.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.01 Membership. Every person or entity who is an owner of a Lot shall be a Member of the Association. Notwithstanding the foregoing, any such person or entity that merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association.

4.02 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all the Owners other than the Developer (as long as the Class B Membership shall exist, and thereafter the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members

shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 3.01, above. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine but, in no event shall more than one vote be cast with respect to any Lot.

CLASS B: The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time, provided that the Class B Membership shall cease and terminate one (1) year after the last Lot owned by the Developer has been sold and conveyed by the Developer, or sooner at the election of the Developer, whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association.

4.03 Developer Control. Notwithstanding anything contained herein to the contrary, the Developer shall have the right to appoint the members of the Board for so long as the Developer owns any Lot.

4.04 General Matters. When reference is made in this Declaration or in the Articles, By-Laws, or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE V
EASEMENTS

5.01 Easements. The Developer hereby confirms the grant of the Drainage Easements and the Landscape Easements for the benefit of all Owners and Lots. The Developer hereby further confirms the grant of the Vision Corner Easements, the Utility Easements, the Temporary Turnaround Easements, the Drainage Easements and the Landscape Easements for the benefit of the County of Waukesha and the Town. The Developer hereby further confirms the grant of the Utility Easements for the benefit of such utility companies as may now or hereafter utilize such Easements.

5.02 Drainage Easements. The Association shall be responsible for all routine and extraordinary maintenance, repair, and replacement of all storm drainage facilities and improvements constructed by the Developer in the Drainage Easements in accordance with the approved grading and drainage plan for the Development, including without limitation all swales, ditches, pipes, culverts, storm water basins, and infiltration trenches. The Association and its agents and contractors shall have a permanent easement for access onto the Lots and the Drainage Easements for purposes of inspection and discharging the Association's responsibilities and duties hereunder. The Town, or its designee, is authorized to access the Lots as necessary to conduct inspections to ascertain compliance with required storm water management practices. Grass swales in the Drainage Easements shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in any of the Easements. A fence may be permitted in a Drainage Easement, subject to the provisions of Section 6.01(c), below. No grading or filling is allowed in any of the Drainage

Easements that may interrupt flows in any way. Each Owner of a Lot with a grass swale within a Drainage Easement on the Lot shall mow the grass swale at least once each year. The approved grading and drainage plans for the Development call for six (6) detention basins with infiltration basins constructed therein. One such basin is to be located in the Drainage Easement on Lot 14; another such basin is to be located in the Drainage Easement between Lots 11 and 12; another such basin is to be located in the Drainage Easement between Lots 8 and 9; another such basin is to be located in the Drainage Easement on Lot 7; another such basin is to be located in the Drainage Easement between Lots 5 and 6; and another such basin is to be located in the Drainage Easement on Lot 4. No fence shall be constructed with in fifty (50) feet of the infiltration basins (area covered by stone) in any of such detention basins without the prior written approval of the Developer's engineer or Association's engineer and Town engineer.

5.03 Landscape Easements. Each Owner of a Lot with a Landscape Easement on the Lot shall mow and maintain the berm in the Landscape Easement at least once each year. No Owner of a Lot with a Landscape Easement thereon shall plant any trees, shrubs, or other vegetation in the Landscape Easement without the prior written consent of the Association and the Committee, nor shall any such Owner place any building, fence or other structure on, or on the outer boundary of, the Landscape Easement on his Lot.

5.04 Entry Signs. The Association shall maintain, repair and replace, as necessary, all entry signs and related entry lighting for the Development, including the cost of electricity, and the Association, or its designees shall have a right of access to the Lots on which such items are located for purposes of inspection and discharging the Association's responsibilities and duties hereunder.

5.05 Vision Corner Easements. The height of all plantings, berms, fences, signs, or other structures within the Vision Corner Easements is limited to 24 inches above the elevation of the center of the intersection. The Owner of a Lot with a Vision Corner Easement on the Lot shall maintain the height of all plants in accordance with this section. In the event that the Owner of the Lot does not maintain in accord with this section, the Association shall do so and charge the Owner as a special assessment. In the event that the Association does not maintain in accord with this section, the Town may do so and charge the Association as a special assessment. No access to any roadway shall be permitted within the Vision Corner Easements.

ARTICLE VI
SPECIFIC RESTRICTIONS AND COVENANTS

6.01 Dwellings and Other Structures.

(a) All Lots shall be used only for single-family residential purposes, and such recreational and agricultural purposes permitted by this Declaration and applicable zoning. The exterior siding of all dwellings shall consist of natural wood siding, fiber cement board, natural stone, brick and/or stucco. The roofing of all dwellings shall consist of wood, tile, or fully dimensional asphalt shingles or like type material. In addition, the Committee may allow a metal roof on a dwelling or outbuilding. Minimum roof pitch shall be not less than 8/12 (8 inches of vertical rise for every 12 inches of horizontal distance). Aluminum fascia, soffit and gutter are

acceptable. Windows may be vinyl or aluminum clad. Shutters may be textured vinyl. All buildings shall be constructed within the limited building area boundary for each Lot as shown on the Plat.

(b) No building constructed or hereafter used for the purpose of housing animals shall be located closer than fifty (50) feet from any Lot line, or the minimum setback required by the applicable zoning, whichever is greater.

(c) No fencing shall be constructed on any Lot without the prior written approval of the Committee. All fencing shall be of white vinyl, or similar type material constructed to uniform subdivision standards to be established by the Association, except for decorative, landscape style fencing, pool enclosures or deck enclosures, without the prior approval of the Committee. All perimeter fencing shall be of white vinyl, or similar type material constructed to uniform subdivision standards to be established by the Association. In no event shall an above ground electric, chain link, or tape type fencing be used for the exterior perimeter of the enclosure. No fencing shall be constructed any closer to the street than the front face of the single-family dwelling on the Lot, except for decorative landscape style fencing which is not on the perimeter of the Lot and which does not create an enclosure. Only perimeter large animal fencing which would not materially inhibit the flow of water shall be considered for placement within drainage easements.

(d) Outbuildings, including storage sheds, are permitted, provided the Committee first approves them in writing as to design, location, materials, color scheme, and landscaping. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. The color of the outbuilding shall be the same as the residence and, if less than 600 square feet, the general materials of the outbuilding shall be the same as the residence. Portable or temporary structures or shelters are prohibited, except for an intermittent, occasional, temporary purpose only for up to 72 hours (e.g., a party tent).

(e) Above ground swimming pools and portable swimming pools are not permitted.

(f) Outside clothes lines for drying or airing clothes shall be installed and maintained in such a way as to be concealed from view from the street and neighboring properties.

(g) Exterior butane, liquid propane, and similar tanks are prohibited, except small tanks, not exceeding 5 gallons, used as fuel for outdoor grills.

(h) All utility lines, laterals and connections shall be constructed underground.

(i) Trash containers shall be stored and/or screened so as not to be visible from the street or neighboring properties, except to make the same available for collection.

(j) No hunting or use of firearms shall be permitted anywhere on the properties at any time.

(k) The exterior of all fireplaces shall be of full masonry construction. All chimneys must have caps of concrete or stone.

6.02 Square Footage Requirements. One-story houses shall have a minimum square footage of living space of not less than 2,200 square feet. One and one-half or two story homes shall have a minimum square footage of living space of not less than 2,800 square feet. 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. As provided in the Plat, the impervious area for each Lot shall not exceed 7% of the total Lot area.

6.03 Garages. All homes shall include an attached garage with a minimum of 600 square feet. Garage entrances shall face away from the street.

6.04 Driveways. The Owner of each Lot shall, within one year of the date of issuance of an occupancy permit for a residence on a Lot, install a hard surfaced concrete or asphalt driveway. Each Owner shall install a culvert of proper size as to grade and drainage, and such culvert shall be finished with a uniform fieldstone end wall on both sides of the driveway, according to plans furnished by the Developer. Each Owner shall be responsible for maintaining the culvert end wall on his Lot in good condition and repair. In no event shall the Town be responsible for repair, replacement or maintenance of the fieldstone end wall. In the event that concrete covers a culvert, the Town shall have no liability or responsibility to repair, replace or maintain the concrete cover. In the event that the Owner fails to maintain the culvert end wall, the Town may maintain it and charge the cost thereof to the Owner as a special assessment.

6.05 Outside Storage. No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, motorcycle, all-terrain vehicle, lawn mower, tractor, vehicle licensed as a truck, or trailer of any kind may be parked or stored on any Lot outside of a building for any time period in excess of 24 hours, and no overnight parking of any vehicle is allowed outside of a building or garage, except for intermittent, temporary parking by visitors or guests of an Owner. No repair or maintenance of a vehicle, other than routine washing and polishing, is permitted outside of a building.

6.06 Animals. No animals, livestock, birds or poultry shall be raised, bred or kept on any Lot, except customary household pets (*i.e.*, dogs and cats) and the following livestock: horses, cattle, llamas, and sheep shall be permitted, provided they are not raised, bred and/or kept for commercial purposes. No deer are allowed as pets or livestock. All animals kept shall also conform to all applicable laws of the governing authorities. Keeping or boarding of livestock not owned by the Owner of the Lot on which the livestock is kept is prohibited. Manure and other animal waste shall not be stockpiled on a Lot for more than one month. Each Owner keeping livestock on his Lot shall remove and dispose of all manure and other animal waste at least once month ~~every two weeks~~. All animal waste removal and disposal shall be in compliance with all applicable laws, regulations and ordinances.

6.07 Antennas. No exterior antennae greater than ten feet in height above the roof ridgeline or deck shall be permitted without the approval of the Committee. Satellite dishes may not have a diameter in excess of (24) twenty-four inches and are to be placed, to the extent possible, in a location not visible from any road.

6.08 Trees. Within one year of the issuance of an occupancy permit for a single family residence on a Lot, the Owner of such Lot shall plant two 2" diameter shade trees between the road right-of-way and the residence in the front yard and two 2" diameter shade trees in the backyard of the residence. These trees will be of deciduous type. Within one year of the issuance of an occupancy permit for a single family residence on a Lot, the Owner of such Lot shall also plant three additional ornamental trees of any size and type. The Owner of a Lot shall fully seed or sod the yard between the front of the residence and the street in the first growing season after issuance of an occupancy permit for the residence on such Lot.

6.09 Yard Grade. All house plans, yard grades, site grading plan, and stake out surveys shall be approved by the Committee prior to any construction. Yard grades shall be consistent with the approved plans for the Development. Any deviation from such plans shall be approved by the Developer, Town of Eagle and its building inspector, and Waukesha County. Each Owner must strictly adhere to and finish grade his Lot in accordance with the approved master grading and drainage plan on file in the offices of the Developer and the offices of the Town of Eagle and Waukesha County, unless approved otherwise in advance by the Developer, and the Town and County Engineers to alter same. All soil stock piles shall be removed from each Lot within one year of issuance of residential occupancy permit. The Developer, the Association, and the Town and/or their designees shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, or correction of any grading and drainage condition, and the Owner shall be responsible for any costs associated with same.

6.10 Nuisance. Nothing shall be done on any Lot that shall constitute an annoyance or nuisance to other Owners. After the roads have been paved with the first lift of asphalt, each Owner who is constructing any building or other structure or improvement on his Lot shall be responsible for cleaning the roadway abutting his Lot of all mud, gravel, and other debris at least once a day during the construction period for said Lot. No burning of building/construction material is allowed.

6.11 Decorative Welcoming Lights. All Lots must have decorative welcoming lights of specific uniform design and location as determined by the Developer. The uniform welcoming lights will be obtained through the Developer, and the cost thereof will be prepaid by the Owner at the closing of the purchase of a Lot from Developer. The uniform decorative welcoming light shall be installed by the Owner of each Lot upon issuance of an occupancy permit and shall be located at the driveway entrance to the Lot and ten feet back from the road right-of-way. The cost of the decorative welcoming light is separate from and in addition to the Lot price.

6.12 Lighting Restrictions. The purpose of this section is to avoid unnecessary light pollution. Except for the decorative welcoming lights referred to in Section 6.11 and lights no

greater than 100 watts affixed to the house or garage adjacent to entry doors, there shall be no dusk to dawn exterior lighting. No outdoor light fixture attached to a building shall be placed above the highest point of the roof line of that building except that light fixtures for a deck shall not exceed 12 feet in height from the finished surface level of the deck. Neither the top of a light pole nor the top of a light fixture on top of a light pole shall exceed 12 feet in height from the finished lot grade which does not include berms, artificial hills, and mounds. All other outdoor lighting fixtures shall not exceed 12 feet in height from the finished lot grade which does not include berms, artificial hills and mounds. Except for the decorative welcoming lights, outdoor light fixtures shall be installed, equipped, shielded or otherwise restricted so that the direct light rays do not cast a visible shadow beyond the property line of the Lot upon which they are installed.

6.13 Restriction on Well Placement. No well shall be drilled within 100 feet of the outer edge of any of the storm water infiltration/detention basins shown on the Plat.

6.14 Traffic Circle. There is a circular landscaped "island" in the traffic cul-de-sac adjacent to Lots 12, 13, 14, and 15. The Owners of Lots 12, 13, 14, and 15 are jointly and severally responsible for keeping and maintaining the landscaping on said island in neat and orderly condition, including, as necessary, mowing the grass, weed control, and removing leaves. The Association may budget for the purchase of certain items such as flowers, plants and mulch.

6.15 Lot Specific Restrictions. The following Lot specific restrictions are hereby imposed:

- The home on Lot 1 must face east.
- The driveway access to Lot 1 shall be to Connor Drive and shall be south of the boundary between Lots 11 and 12.
- The driveway access to Lots 4 and 7 shall be to Connor Drive.
- The homes on Lots 5 and 6 must face Carter Lane.
- The driveway access to Lot 15 shall be in the cul-de-sac.
- Unless otherwise provided herein, the homes on all other Lots must face Connor Drive.

ARTICLE VII
ASSESSMENTS

7.01 Specific Damage Assessment. An Owner (on his behalf and on behalf of his children and guests) causing damage to any portion of the improvements, landscaping, grading, or facilities in any of the Easements as a result of vandalism, misuse, negligence, neglect, failure to maintain or otherwise shall be directly liable to the Association for such damage, and a special assessment may be levied therefor against such Owner. Such special assessment shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien and foreclosure procedures.

7.02 Maintenance Assessment. If an Owner fails to perform his mowing obligations set forth in Sections 5.02 and 5.03 hereof, the Association may, at its option, after giving the Owner five (5) days written notice sent to his last known address, or to the address of the Lot, have that portion of the grass that the Owner is to mow, done when and as often as the same is required, and all expenses of the Association under this sentence shall be a lien and special assessment charged against the Lot on which the work was done and shall be the personal obligation of the Owner of such Lot. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot, collectible in a lump sum and secured by the lien against the Lot as herein provided. For the purpose solely of performing the Lot maintenance authorized by this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day to accomplish such work.

7.03 Annual and Special Assessments. Except as provided elsewhere herein, the Developer, for each Lot within the Development hereby covenants and agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments and special assessments to provide funds to the Association with which to pay for the costs and expenses of performing and discharging the Association's duties and obligations under this Declaration, and for reasonable reserves therefor. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien on each Lot against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such Lots from time to time.

7.04 Commencement Dates. Each annual assessment shall be imposed for the year beginning January 1 and ending December 31. Annual assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments as determined by the Board. Maintenance assessment, special assessment, and specific damage assessments shall be payable at such time and in such amounts as the Board shall determine. Any assessment amount (and applicable installments) may be changed at any time by the Board from that originally stipulated. Upon the purchase of a Lot from the Developer, an Owner shall pay to the Association at the Closing an initial annual assessment of $100.00 per Lot and an initial working capital assessment of $200.00 per Lot.

7.05 Duties of the Board. The Board shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Association. Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments. In the event no such notice of a change in the assessment for a new assessment period is given, the assessment amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

7.06 Statement. The Association shall, upon reasonable request, furnish to any Owner liable for an assessment, a certificate in writing and signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

7.07 Collection. If any assessment or any installment thereof is not paid on the date when due (being the dates specified by the Board), then such installments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot, which shall bind such Lot (or interest) in the hands of the then Owner, his heirs, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in interest and recourse may be had against either or both. If any assessment or installment thereof is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge of 15% of the amount due may be imposed. All sums due shall bear interest from the dates when due at the rate of 12% per annum until paid, and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien as evidence of its lien rights (as hereinabove provided for) against the Lot(s) on which the assessments and late charges are unpaid, or may foreclose the lien against the Lot(s) on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring the title to or the interest in a Lot as to which an assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot until such time as all unpaid and delinquent assessments have been fully paid, and no sale or other disposition of a Lot shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due for such Lot; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 7.08 of this Article. The Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be cumulative.

7.08 Subordination. The lien of the assessments provided for in this Article shall be subordinate to tax liens and to the lien of any mortgage recorded prior to recordation of a claim of lien by the Association.

7.09 Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as Developer is the owner of any Lot, the Developer shall not be liable for any assessments against such Lots, provided that Developer funds an amount equal to the amount of operating expenses required by the Association incurred during

such period of time when not produced by assessments from other Members of the Association. Developer may, at any time and from time to time, commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits of the Association, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When the Developer sells all of the Lots within the Development to third party purchasers, Developer shall have no further liability of any kind to the Association for the payment of assessments, deficits or contributions.

7.10 Trust Funds. The assessments collected by the Association shall be held by the Association for the Owners of the Lots, as their interests may appear, and the Association may invest such funds in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States government.

ARTICLE VIII
ARCHITECTURAL CONTROL

8.01 Members of Committee. The Committee shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by the Developer. Each of the initial members shall hold office until all Lots have been conveyed by the Developer or until the initial members of the Committee are replaced by the Developer. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as he or she has resigned, has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed by the Board at any time without cause.

8.02 Review of Proposed Construction. Subject to Section 8.07 below, no building, outbuilding, fence, wall or other structure or improvement (including, but not limited to, landscaping, decks, fences, stable, outbuilding, storage shed, wind protection, basketball hoops, tennis courts, in-ground swimming pools, hot tubs or spas, birdhouses, paddocks, pet houses, swales, driveways or other improvements or changes of any kind) shall be commenced, altered, painted, erected or maintained on any Lot, nor shall any addition, change or alteration (including paint or exterior finishing) be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems, in its sole and absolute discretion, that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Development as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building codes.

The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any plans and specifications that it may require, the Committee may postpone its review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of complete copies of all required plans, specifications and other materials to approve or reject any such plans, and, if not rejected in writing within such 30-day period, said plans shall be deemed approved. The Committee herein shall be the ultimate deciding body, and its decisions shall be final and binding.

8.03 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

8.04 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Committee.

(b) Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particulars of non compliance, and shall require the Owner to promptly remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Committee shall notify the Board in writing of such failure. The Board shall then determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, plus an administrative charge to be determined by the Association (to cover the Association's administrative expenses in connection with the foregoing and to discourage the Owner from failing so to comply). If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a special assessment against such Owner and his property for reimbursement.

(d) If, for any reason, the Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said written notice of completion from the

Owner, the improvement shall be deemed to have been made in accordance with said approved plans.

8.05 Non-Liability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized representatives, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Development. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the stand-point of structural safety or conformance with building or other codes.

8.06 Variance. The Committee may, in its sole and absolute discretion, authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing which must be signed by at least a majority of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provision of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by an governmental or municipal authority.

8.07 Exemption. Developer is exempt from the provisions of this Article VIII.

ARTICLE IX
GENERAL PROVISIONS

9.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the Lots, and shall inure to the benefit of and be enforceable by the Developer and the Association, the Owner of Lot, and the Committee, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy-five (75) percent of the Lots agreeing to revoke this Declaration has been recorded.

9.02 Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a lawsuit against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and/or against the land to enforce any lien created by these covenants. The failure of the Association,

the Developer, the Committee, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any Owner violating any of the terms, conditions or provisions of this Declaration or any by-laws, rules or regulations adopted by the Association shall pay all costs, expenses and actual attorneys fees incurred by the Association, the Developer, or by a prosecuting Owner in the successful enforcement thereof.

9.03 Severability. The invalidity of any of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

9.04 Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, by approval at a meeting of Owners holding not less than seventy-five percent of the votes of the Members of the Association, provided that, so long as the Developer is the owner of any Lot affected by this Declaration, the Developer's consent must be obtained to any such amendment. Notwithstanding the foregoing, any change to this Declaration that affects the Town's responsibilities or responsibilities owed to the Town shall require the consent of the Town.

9.05 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and By-Laws, and the Articles shall take precedence over the By-Laws.

9.06 Effective Date. This Declaration shall become effective upon its recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

9.07 Standards For Consent. Whenever this Declaration shall require the consent, substantial completion, or other action by the Developer, the Association or the Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer, the Association or the Committee shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer, the Association or the Committee, as appropriate. This Declaration shall be interpreted by the Board and an opinion of counsel of the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

9.08 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees, for the purpose of allowing the original party or parties to whom the easements were originally to have been granted the benefit of such

easement. Each Owner hereby designates the Developer and the Association (or either of them) as his lawful attorney-in-fact to execute any instrument on such Owner's behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or preservation with respect to such easement, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions. The Developer hereby reserves the right to grant and convey easements to the Town and/or to any public or private utility company, upon, over, through or across those portions of any Lot within fifteen feet of any lot line for the purpose of allowing the Town or any public or private utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s). Such easements may be granted by the Developer, in its own name and without the consent or approval of any Owner, until such time as Developer has conveyed all of the Lots to persons other than the Developer.

9.09 Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 9.01 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE LOTS.

Dated and executed at Waukesha, Wisconsin as of the date first above written.

EAGLE MEADOW FARM, LLC

By: _____
David C. Cass, Manager

STATE OF WISCONSIN)
: ss
COUNTY OF WAUKESHA)

This instrument was acknowledged before me on _____, 2004 by David C. Cass, as Manager of Eagle Meadow Farm, LLC, a Wisconsin limited liability company.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

CONSENT OF MORTGAGEE

M&I Marshall & Ilsley Bank, mortgagee of the Property described in the foregoing Declaration of Covenants and Restrictions, hereby consents to the Declaration of Covenants and Restrictions on the Property.

M&I MARSHALL & ILSLEY BANK

By: _____

_____
(Print name and title)

STATE OF WISCONSIN)
: ss
COUNTY OF WAUKESHA)

This instrument was acknowledged before me on _____, 2004 by _____, as _____ of M&I Marshall & Ilsley Bank.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

CONSENT OF MORTGAGEE

Charles Cass, mortgagee of the Property described in the foregoing Declaration of Covenants and Restrictions, hereby consents to the Declaration of Covenants and Restrictions on the Property.

_____
Charles Cass

STATE OF WISCONSIN)
: ss
COUNTY OF WAUKESHA)

This instrument was acknowledged before me on _____, 2004 by Charles Cass.

_____
Notary Public, State of Wisconsin
My Commission expires: _____