Document Title
Declaration of Covenants,
Conditions and Restrictions
Pebble Brook Hollow

Belman Investments, LLC
1407 E. Sunset Drive
Waukesha, WI 53189

_____
Parcel Identification Number

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PEBBLE BROOK HOLLOW

This Declaration of Covenants, Conditions and Restrictions is made by Belman Investment, LLC (hereinafter "Developer").

PREAMBLE

WHEREAS the Developer is the owner of the real property described in a recorded plat that has created a residential subdivision development as more specifically defined in the Town of Waukesha Land Division Ordinance known as Pebble Brook Hollow (the "Subdivision"); and;

WHEREAS, the legal description of Pebble Brook Hollow is as set forth on Exhibit A; and

WHEREAS, the Developer desires to provide for the preservation of the natural amenities of the sites in the Subdivision 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 and to this end desires to subject the Subdivision and all real estate contained therein (hereinafter "Property") to the covenants, conditions and restrictions hereinafter set forth, all of which are for the benefit of each owner thereof; and

NOW, THEREFORE, the Developer does hereby declare the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions as hereinafter set forth.

ARTICLE I: DEFINITIONS

1.01 "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.

1.02 "Developer" means Belman Investments, LLC and its successors and/or assigns. The rights and obligations of Developer as set forth herein shall cease when all the Property has been conveyed to Owners.

1.03 "Lot" or "Residential Lot" means a part of the Property designated on the Plat as a Lot. The Lots are as shown on the Plat as recorded for Pebble Brook Hollow, numbered 1 through 19.

1.03 "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, Residential Outlot, or a Residential Unit which is part of the Property or who has equitable ownership of a Lot, Residential Outlot, or a Residential Unit as a land contract vendee, but the definition excludes those having an interest or lien on a Lot, Residential Outlot or a Residential Unit as security for the performance of an obligation.

1.04 "Outlot" means a part of the Property designated on the Plat as an Outlot. There are two types of Outlots: Residential Outlots, which are designated on the Plat as Outlots 1, 3, 4, 6, and 8, and Association Outlots, which are designated on the Plat as Outlots 2, 5, 7, 9 and 10.

1.05 "Plat" means the Subdivision plat of Pebble Brook Hollow in the Town of Waukesha approved by the Town of Waukesha and recorded in the Office of the Register of Deeds for Waukesha County.

1.05 "Property" means the real estate which is described in said plat and comprises the Subdivision called Pebble Brook Hollow.

1.06 "Residential Unit" means a part of a Residential Outlot designated as a unit in accordance with the Wisconsin Condominium Act.

1.07 "Homeowners Association" means Pebble Brook Hollow Homeowners Association, Inc., a non-stock, non-profit corporation organized and existing 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 easements under Article VI and Article VII hereof and Association Outlots 2, 5, 7, 9 and 10 designated on the Plat.

ARTICLE II: PROPERTY SUBJECT TO DECLARATION

2.01 THE PROPERTY. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Waukesha, County of Waukesha, and represents the total anticipated development known as Pebble Brook Hollow consisting of 19 Residential Lots, 5 Residential Outlots, and 5 Association Outlots which are to be preserved and maintained as such under the restrictions and protective covenants contained herein.

2.02 PURPOSE OF PROPERTY. All Lots, Residential Outlots and Residential Units are intended for and shall be exclusively for residential housing by the Owners, their respective families, lessees and/or guests governed by the terms and conditions contained herein.

ARTICLE III: USE OF PROPERTY

3.01 RESIDENTIAL USE. All Lots and Residential Outlots are designated for residential use and shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent any Owner from leasing a residence: (i) on a Residential Lot to a single family subject to all of the provisions hereof and any applicable governmental regulations, or (ii) within a Residential Unit to a single family subject to all of the provisions hereof, the Wisconsin Condominium Act, and any applicable declaration of condominium and governmental regulations.

3.02 NUISANCE. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be detrimental to any other portion of the Property in the vicinity thereof or to its occupants. No noxious or offensive activities shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any Owner.

3.03 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 shall be conveyed or transferred by an Owner provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments.

3.04 MAINTENANCE OF PROPERTY. The Owner shall keep their part of the Property 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, the pruning and cutting of all trees and shrubbery 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. In addition to normal maintenance and mowing of lawn areas, each Owner shall maintain the lawn and yard area in front of their portion of the Property from the Property line to the street improvements. In addition to mowing, each Owner shall keep this area free of debris.

3.05 PRESERVATION OF TREES. No existing, live tree having a diameter or three (3) inches or more at a height four (4) feet above the ground shall be cut down, destroyed, mutilated, moved or disfigured without prior approval of the Architectural Review Board. During construction, all existing trees shall be protected and preserved

by wells or islands and proper grading as may be required by the Architectural Review Board. Trees and shrubs shall be maintained in their present or natural state upon all Lots, with the exception that removal shall be permitted only upon approval by the Architectural Review Board which shall not unreasonably withhold approval when removal is necessary for the construction of a building.

3.06 REFUSE DISPOSAL. No part of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall be kept in covered containers until disposed of. All containers or other equipment for the storage or disposal of trash, garbage or other waste shall be kept in a sanitary condition and suitably screened from view from the street. These provisions shall not be strictly enforced against any contractor during the course of the construction period of improvements.. However, any contractor hired by any Owner shall take all reasonable and necessary measures to maintain the Property free from rubbish and trash or other construction waste during the construction period.

3.07 DRAINAGE FACILITIES. No construction shall be allowed in any area designated as a drainage facility or drainage easement area on the recorded plat of Pebble Brook Hollow. The Owner of any part of the Property having a drainage facility shall be responsible for maintenance of the lawn and removal of debris from the drainage facility. Lots **[TBD]** and Residential Outlots **[TBD}** have drainage easements as shown on the Plat. Association Outlots 2, 5, 7 9 and 10 have a drainage easement as located on the Plat of the Subdivision, which shall be maintained by the Pebble Brook Hollow Homeowners Association, Inc., per the Plat requirements.

3.08 MOTORIZED VEHICLES. No snowmobile, trail bike, dune buggy or other off-street motorized vehicle of any type shall be operated on any Lot or Outlot at any time.

3.09 STORAGE. No outside storage of vehicles, boats, motorcycles, snowmobiles, motor homes, recreation vehicles, trucks, trailers, tractors or other paraphernalia shall be permitted on any Lot or Outlot. Any such storage on any Lot or Outlot shall be in permanent buildings which have been constructed with the approval of the Architectural Review Board and the Town of Waukesha.

3.10 GRADING RESTRICTIONS. Each Owner must strictly adhere to and finish grade the Lot or Residential Outlot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Town Engineer on file in the office of the Town Clerk. The Developer and/or the Town and/or their agents, employees or independent contractors shall have the right to enter upon the Property, at any time, for the purpose or inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

ARTICLE IV: ARCHITECTURAL CONTROL

4.01 ARCHITECTURAL REVIEW BOARD. There is created an Architectural Review Board consisting of not more than three (3) persons. Initially, a representative appointed by the Developer alone shall serve as the Architectural Review Board. However, the Developer reserves the right to appoint up to a total of three (3) persons, any or all of which may or may not include members, employees or other agents of the Developer, to the Architectural Review Board. At the time that the Developer no longer owns any part of the Property in the Subdivision and all principal residences have been approved by the Architectural Review Board, constructed and issued an occupancy permit by the Town of Waukesha, the members of the Architectural Review Board shall be appointed by the board of directors of the Homeowners Association.

4.02 REGULATION. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of the improvements thereon 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.

4.03 APPROVALS REQUIRED. No improvements, alterations, repairs, changes in paint colors, excavations, changes in grade or other work which in any way alters the exterior of any part of the Property or the improvements located thereon from its natural or improved state 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.

4.04 PROCEDURE. All plans, including, but not limited to, building plans, exterior design plans, house stake-out survey, and grading plans, which would result in the alteration or improvement or existing or contemplated improvements thereon, shall be submitted in triplicate to the Architectural Review Board for approval prior to implementation of any such plans. Plans shall be deemed submitted when received by any member of the

Architectural Review Board. Approval shall be evidenced by the Architectural Review Board signing and dating one copy of the approved plan(s) and returning two copies to the Owner to which the approved plan(s) pertain. One of the approved copies shall be furnished by the Owner to the Town of Waukesha Building Inspector. If plans are disapproved by the Architectural Review Board, it shall so state in a letter to the Owner, stating the reasons for disapproval. All requests for approval and documentation shall be submitted to the Architectural Review Board c/o Belman, 1407 East Sunset Drive, Waukesha, WI 53189, or after Developer no longer owns any part of the Property in the Subdivision and all principal residences have been approved by the Developer, to such person and address as designated by the Board of Directors of the Homeowners Association.

4.05 OBJECTIVES AND AUTHORITY. It is a design objective of the Developer to avoid the monotony of duplication by creating a diverse group of residential designs. It is also a design objective to assure compatibility of architectural styles among residences in close visual proximity to one another. The Architectural Review Board shall be guided by these objectives in evaluating plans submitted by Owners for approval. In reviewing and evaluating the plans submitted for approval, the Architectural Review Board shall also consider harmony of external design and colors with existing and/or planned structures, topography, setbacks, finish grade elevations, driveways, plantings, type and quality of materials, and location as it relates to architectural themes. The foregoing is intended as an example of areas of consideration for the Architectural Review Board and is not to be construed as limiting the Architectural Review Board from considering other factors it deems relevant to approval or rejection of a proposed plan. The Architectural Review Board shall have the exclusive authority to interpret these deed restrictions.

4.06 FAILURE TO APPROVE. In the event the Architectural Review Board fails to approve, modify, or disapprove in writing an application within forty-five (45) days after plans, specifications and a house stake-out survey in writing have been submitted to it in accordance with the requirements hereunder and in accordance with adopted procedures, approval will be deemed granted.

ARTICLE V: BUILDINGS AND STRUCTURES

5.01 SIZE LIMITATIONS.

Lots: No residence or other structure shall exceed two and one-half (2-1/2) stories in height. Basement exposures are considered an exception to the height limit and shall be permitted. All residences constructed on a Lot shall include an attached garage containing space for a minimum of three (3) ordinary passenger automobiles, but in no event shall the garage be less than six hundred and thirty (630) square feet in area and no larger than is necessary to contain four (4) ordinary passenger automobiles. Side entry garages on Lots are required, however, Developer has the sole discretion to approve a front entry three (3) car garage if home and Lot do not fit a side entry garage and it is built in a manner that is architecturally appealing.

Residential Outlots: No residence or other structure shall exceed two and one-half (2-1/2) stories in height. Basement exposures are considered an exception to the height limit and shall be permitted. All residences constructed on a Residential Outlot shall include an attached garage containing space for a minimum of two (2) ordinary passenger automobiles, but in no event shall the garage be less than four hundred and sixty (460) square feet in area and no larger than is necessary to contain four (4) ordinary passenger automobiles. Side entry garages on Residential Outlots are preferred, but are not required if it is built in a manner that is, in Developer's sole opinion, is architecturally appealing.

5.01.1 All residences constructed on a Lot shall contain the following minimum square feet of usable living area, fully above grade, exclusive of garages, porches, breezeways and patios:

(a)	Single story	2000 sq. ft.
(b)	Two story	2400 sq. ft. (1100 sq. ft./first floor)
(c)	Tri-level	2400 sq. ft. (1100 sq. ft./upper level)
(d)	Bi-level	2400 sq. ft. (1100 sq. ft./upper level)

5.01.2 All residences constructed on a Residental Outlot shall contain the following minimum square feet of usable living area, fully above grade, exclusive of garages, porches, breezeways and patios:

(a)	Single story	1900 sq. ft.
(b)	Two story	2200 sq. ft. (1050 sq. ft./first floor)

(c)	Tri-level	2200 sq. ft. (1050 sq. ft./upper level)
(d)	Bi-level	2200 sq. ft. (1050 sq. ft./upper level)

5.02 CONSTRUCTION METHODS. All residences placed on the Property shall be built by conventional, stick built on-site construction methods, or, alternatively, by on-site construction or panelized methods. No factory-built, off-site, modular or unitized constructed residence shall be allowed. It shall be within the discretion of the Architectural Review Board, exclusively, to determine and/or define the type of construction method proposed to be used, and to approve and/or disapprove of the same when plans are submitted for a proposed residence as provided herein. Main roofs on Lot residences shall have a minimum pitch of 8/12. Main roofs on Residential Outlot residences shall have a minimum pitch of 6/12. Roof materials shall be of dimensional consideration. All fireplace chimneys shall be masonry or shall have masonry veneer. No pre-fabricated or metal chimneys with siding veneer will be approved. No used materials will be permitted in the construction of any building except such materials as reclaimed brick which, in the opinion of the Architectural Review Board, will enhance the appearance of the building of which they will become a part. Foundation exposures in excess of twelve (12) inches high shall be covered with siding, brick, stucco or other approved coverings. Exposed block or paved concrete walls in excess of twelve (12) inches high are deemed an automatic violation of the Architectural Review Board's approval and these restrictions. No vinyl, aluminum or steel siding on exterior walls will be approved. Wood, wood composite and fiber cement siding are allowed on exterior walls. The Architectural Review Board has the right to permit residences to include cultured or other artificial stone for the exterior veneer of building wall construction. A minimum of 30% of the exterior front elevation of a Lot residence and a minimum of 25% of the exterior front elevation of a Residential Outlot residence shall be masonry consisting of brick, stone, cultured stone, or E.I.F.S. or Dryvit.

5.03 BUILDING SET-BACKS. No residence or other structure shall be erected on any Lot, nearer than fifty (50) feet from the front Lot line. Side yard and rear yard set-backs shall be no less than twenty feet (20) feet, or such further distance as may be required by the Town of Waukesha Building Code. All front yard and side yard setbacks on corner Lots shall be as required by the Town of Waukesha Building Code. No residence or other structure shall be erected on any Residential Outlot, nearer than ten (10) feet from the front Residential Outlot line, except for Residential Outlot 1 residences which may not be nearer than twenty-five (25) feet from Private Road as depicted on the Plat. Side yard set-backs for residences on Residential Outlots shall be a minimum of twenty (20) feet between residences and the rear yard set-backs shall be a minimum of twenty feet (20) feet.

5.04 COMPLETION OF CONSTRUCTION. Any construction commenced shall be completed within one (1) year period from commencement of construction and shall be ready for occupancy within that period. During the time of construction, the Owner shall be responsible to see that his contractor maintains a regularly scheduled clean-up of all scraps, paper or other waste materials. Within one (1) year of the issuance of the occupancy permit for the construction of a residence, the Owner shall complete or cause to be completed the finish grading, re-top soiling, and seeding or establishing of other ground cover or other plant material of all areas disturbed during the construction, except that occupied by the residence, driveways and outbuildings. For all structures other than a residence, said items shall be completed by the Owner within one (1) year of the issuance of a building permit and/or Architectural Review Board approval, whichever occurs last. At least two (2) trees with a minimum caliper of two (2) inches shall be installed on each unwooded Lot at the time of landscaping.

5.05 DRIVEWAYS. Within one (1) year of the issuance of the occupancy permit for a residence, the Owner shall install a concrete or asphalt driveway. Said driveway shall include all areas to be normally traveled by vehicles. The Owner is responsible for obtaining any driveway permit that may be required by the Town of Waukesha.

5.06 HEIGHT OF GRADE. Alteration of the grade of any Lot or Outlot from that which is naturally occurring at the time the site development improvements have been completed by the Developer, shall be prohibited without the prior written approval of the Architectural Review Board and the Town of Waukesha. An Owner seeking approval of an alteration in the grade shall submit to the Architectural Review Board a grading plan, prepared at the Owner's expense, showing in detail, the areas to be graded, the existing and proposed topography, and analyzing the effects on the site drainage. Approval shall be withheld if the proposed grading alteration would adversely affect drainage on adjacent land, or would, in the opinion of the Architectural Review Board, adversely affect the use and enjoyment of adjacent land by its Owner. The Architectural Review Board reserves the right to require deposits of excess dirt or fill at other locations with the Subdivision at Owner's expense.

5.07 GRADING. Included in the purchase price is grading generally in compliance with a plan to establish approximate earth balance by rough grading to the yard grade after the residence construction. Individual residence designs will have different earth requirements. Developer shall not be responsible for import or export of any fill material created by the Owner's individual residence construction.

5.08 OUTBUILDINGS. Outbuildings shall not be permitted on any Residential Outlot. Outbuildings shall be permitted on any Lot subject to the Town of Waukesha Zoning Ordinance and the approval of the Architectural Review Board, as set forth hereinafter. No outbuilding shall be constructed closer than one-half (1/2) the average depth of such Lot to any street Lot line. The plans for any proposed outbuilding shall be approved by the Architectural Review Board. The exterior siding and the roof of all outbuildings shall be constructed in accordance with the standards set forth in Section 5.02 above. Three (3) sets of plans, describing in detail all materials to be used and the type of construction, shall be submitted to the Architectural Review Board. Upon approval, two (2) sets of plans shall be signed, dated and returned to the Lot Owner as evidence of such approval. One (1) of the approved copies shall be furnished by the Owner of the Lot to the Town of Waukesha Building Inspector. All construction materials to be used in constructing outbuildings shall be of similar or like materials used in constructing the principal residence on said Lot. Asphalt roof shingles and only veneer materials compatible with the principal residence will be allowed in such construction. Tin sheds, pole barns, or tin-sided or tin-roofed outbuildings will not be allowed. The Architectural Review Board shall have final approval of all materials to be used in granting approval for said outbuildings as aforesaid. Once Architectural Review Board approval has been given, the plans for construction of any outbuilding will be strictly adhered to. If plans are disapproved by the Architectural Review Board, it shall so state in a letter to the Lot Owner stating the reasons for disapproval.

5.09 ELECTRIC LAMPPOSTS. Each Lot Owner shall cause to be installed on the Lot by the date of initial occupancy of the residence, an electric lamppost. The lamppost shall be installed near the driveway edge approximately five (5) feet from the edge of driveway and ten (10) feet from front setback so as to maintain uniformity of lamppost locations throughout the Subdivision. The lamplight fixture for Lots shall be provided by the Developer at the expense of the initialOwner as shown on the closing statement of the purchase of the Lot. The installation and trenching for the lamplight fixture shall be the responsibility and at the cost of the Lot Owner. Each Residential Outlot Owner shall cause to be installed by the date of initial occupancy of each residence constructed on the Residential Outlot, an electric lamppost at the locations approved by the Town of Waukesha.

5.10 UTILITY RESTRICTIONS. Any fuel oil or gas tanks, required for home heating and/or cooking, if outside the residence, shall be buried below ground level. No above ground fuel-storage tanks will be allowed. All Lots and Residential Outlots shall be provided with electric and telephone service by means of underground installations only. No residence or other structure shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections, between the utility company's pedestals and the buildings, shall be paid by the Owner.

5.11 SIGNS. Except as provided in Article VII,the only signs to be displayed to the public view on the Property shall be the following.

(a) A sign not more than two (2) square feet in size identifying the property or the Owner.

(b) A sign not more than five (5) square feet in size advertising the property for sale or rent.

(c) A sign used by a builder to advertise a residence for sale, but only during the construction and sales period.

5.12 UNIFORM MAILBOXES AND POSTS. In order to maintain a pleasant continuity within the Property, a mailbox must be purchased from the Developer at the time of the closing of the Lot or a Residential Unit. The cost will be included on the initial Owner's closing statement for the purchase of the Lot or Residential Unit. Developer will then provide a mailbox when needed to the Owner at a location to be determined by the local Post Office at that location. It is understood that the Post Office will require multiple boxes at one location. Should maintenance be required on the mailbox units, the Homeowners Association reserves the right to have repairs made and charge back costs to the respective Owners of the mailboxes. However, it shall be the responsibility of each Owner to install numbers and maintain the mailbox after is has been installed by the Developer.

5.13 FENCES AND WALLS. No barrier fences or containment 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. Fencing to meet

governmental regulations with regard to swimming pools will be permitted, subject to approval by the Architectural Review Board. Properly designed and located kennels for domestic pets shall be permitted. Lot line and other fences will be permitted, provided they are constructed of wood or decorative metal, a maximum of four (4) feet in height, and the design and location thereof has been submitted to and approved by the Architectural Review Board in advance of the construction thereof. Conflicts with underground public utility facilities within easements shall result in fence locations accommodating such facilities. Retaining walls shall be subject to the regulations of the Town of Waukesha and shall be built of wood, stone, brick, or manufactured decorative block, such as "Keystone" or similar products, but not concrete block or reinforced poured concrete. Picket fences shall provide 3-1/2 inches between pickets. All fencing shall be subject to review and approval by the Town of Waukesha Building Inspection Department.

5.14 SOLAR COLLECTORS, SWIMMING POOLS AND ANTENNAE. Solar panels shall only be installed on the rear of the roof and must be approved with the initial design of the home. Rooftop antennas and/or above ground swimming pools shall not be allowed to be installed on the ground or on buildings. Satellite dishes shall be permitted to be installed on the roofs, providing they are no more than eighteen (18) inches by twenty-four (24) inches and the erection or installation of the arm and location has been approved in writing by the Architectural Review Board. Such devices shall be permitted to be erected or installed only on the roof line at the back of the residence and so that the top of the device does not extend above the highest part of the roof line of the residence. Only in-ground swimming pools will be allowed and must be installed in accordance with the Town of Waukesha requirements.

5.15 DECKS. The design and plans for decks shall be submitted to and approved by the Architectural Review Board in advance of the construction thereof. Decks must be constructed of high quality wood and/or manufactured material approved by the Architectural Review Board. Building permits for decks must be obtained from the Town of Waukesha Building Inspection Department.

ARTICLE VI: UTILITY AND OTHER EASEMENTS

6.01 UTILITY AND REPAIR EASEMENTS. The Developer has granted easements upon, over and under the Property for ingress, egress, installation, replacement, repair and maintenance of utility and service lines and systems including electricity, telephone, natural gas, cable television and storm sewer. In the event that any Owner 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. The Owner should contact the telephone company, electric company, cable television provider, or the gas company respectively if they intend to do an excavation, grading or construction in the easement area so as to avoid damage to the facilities that may be presently located therein or injury to any persons.

6.02 DEVELOPER'S EASEMENT. There is created and reserved an easement upon, across, over and through all of the Property for the purpose of allowing the Developer and his 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 completion of all Development improvements and facilities to be performed by the Developer.

6.03 BINDING EFFECT. Except as set forth in Section 6.02, all easements and rights described herein are easements appurtenant and running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Owners, purchasers, mortgagees, lessees, and occupants and their heirs, executors, administrators, successors and assigns.

6.04 LANDSCAPING EASEMENTS. The Developer may construct landscaping on those portions of Lots **[TBD]** and Outlot **[TBD]** described as the "Landscape Easements" on the Plat of Pebble Brook Hollow. The landscaping shall be maintained by the Homeowners Association and the Homeowners Association is hereby granted a permanent easement to maintain, restore, and repair said landscaping, together with the free right of ingress and egress by all means, including vehicles over and across such Lots and Outlots, insofar as such right of ingress and egress is necessary to the proper use of the easement granted herein.

6.05 DRAINAGE EASEMENT AREAS. The Drainage Easements shown on the Plat shall be maintained by the Owners of the Lots and Outlots upon which such Drainage Easements exist at such Owners' own cost and expense. Any septic piping installed in a Drainage Easement area depicted on the Plat shall include waterproofing of the lateral trench located within the Drainage Easement area.

ARTICLE VII: SUBDIVISION IDENTIFICATION

7.01 PURPOSE. In order to properly identify Pebble Brook Hollow as well as to serve as entry signs to the Subdivision, the Developer may erect what it determines to be appropriate sign structures and landscaped areas surrounding the same to include various bushes, plants and trees.

7.02 TEMPORARY SIGNS. The Developer reserves for itself a temporary easement to erect, install, and maintain temporary marketing signs and structures which may be located in the Subdivision at the discretion of the Developer. No such signs or structures may be removed without the written consent of the Developer. This temporary easement shall terminate and all such signs and structures shall be removed by the Developer within 90 days after the date the Developer no longer owns any Lot in the Subdivision.

7.03 SIGN AND LANDSCAPING EASEMENTS. The Developer reserves unto itself, and its successors and assigns, an easement to erect, repair, maintain, improve, change, and remove the Subdivision identification sign and entrance landscaping situated on that portion of Lot **[TBD],**that portion of Lot **[TBD],**and that portion of Outlot **[TBD]** described on the Plat of Pebble Brook Hollow, together with the free right of ingress and egress by all means, including vehicles over and across said Lots and Outlot, insofar as such right of ingress and egress is necessary to the proper use of the right reserved herein. The Developer hereby grants to the Homeowners Association a permanent easement to keep, maintain, restore, repair, improve, change, and remove said entrance sign and landscaping, together with the free right of ingress and egress by all means, including vehicles over and across such property, insofar as such right of ingress and egress is necessary to the proper use of the easement granted herein. No trees, shrubs, fences, or other obstructions, whether natural or constructed, shall be permitted which interfere with the unobstructed view of the sign and landscaping from the public streets adjacent to said Lots and Outlot.

7.04 ERECTION AND MAINTENANCE. It shall be the Developer's responsibility to erect the sign structures, entrance monuments, and landscaped areas. After initial construction and erection, it shall be the responsibility of the Homeowners Association to provide continuous maintenance for the same and the sign structures and landscaping shall be the property of the Homeowners Association.

ARTICLE VIII: OUTLOTS

8.01 LOCATION OF OUTLOTS. The Subdivision includes ten (10) Outlots. Residential Outlots 1, 3, 4, 6 and 8 may be developed with Residential Units. The Homeowners Association will be responsible for the maintenance of Association Outlots 2, 5, 7, 9 and 10.

ARTICLE IX. HOMEOWNERS ASSOCIATION

9.01 PURPOSE FOR THE HOMEOWNERS ASSOCIATION. The Developer has deemed it desirable for the effective preservation of the values and amenities in theSubdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the Association Outlots described herein together with the Landscape Easement and Sign and Landscape Easement areas in the Subdivision, and administering and enforcing the covenants and restrictions herein. The Developer has also deemed it desirable that the Homeowners Association shall have the power to assess, collect and disburse the assessments and charges hereinafter created. To this end there will be incorporated under the laws of the State of Wisconsin, Pebble Brook Hollow Homeowners Association, Inc. (referred to in this Declaration as the "Homeowners Association") for the purposes of exercising the functions aforesaid.

9.02 MEMBERSHIP. Every person or entity who is an Owner within the Subdivision shall be a member of the Homeowners Association, provided that no person or entity who holds an interest merely as security for the performance of an obligation shall be a member.

9.03 MANAGEMENT. The Homeowners Association shall be managed by a Board of Directors. The Board of Directors shall initially consist of three (3) members. As long as the Developer owns any of the Property, the Board of Directors of the Homeowners Association shall be appointed by the Developer. After the Developer no longer owns any Property, has approved all primary residences, and all primary residences have been issued occupancy permits by the Town of Waukesha, the Board of Directors shall thereafter consist of five (5) and shall be elected by the Owners. However, nothing contained herein shall prevent the Developer, at its sole discretion, from turning control of the Board of Directors of the Homeowners Association over to the members of the Homeowners Association at any time.

The Developer shall be entitled to one (1) vote for each Lot owned and one (1) vote for each Residential Unit owned and/or approved for construction by the Town of Waukesha; provided, however, that notwithstanding any other provision for voting, the Developer shall have sufficient votes to constitute a majority of votes until all Lots and Residential Units are sold.

9.04 VOTING RIGHTS. The Homeowners Association shall have one class of membership: members shall be Owners and shall be entitle to one vote for each Lot and one vote for each Residential Unit owned and/or approved for construction by the Town of Waukesha in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, Residential Unit or Residential Outlot, e.g., and without limitation by enumeration, as tenant in common, joint tenancy or survivorship marital property, there shall be cast one (1) vote amongst them for each Lot they so own and one (1) vote for each Residential Unit owned or approved for construction by the Town of Waukesha. The presence in person or by proxy of any duly called meeting of members of the Homeowners Association in person or by proxy of Owners holding more than ten percent (10%) of the votes shall constitute a quorum.

9.05 ANNUAL ASSESSMENTS. Each Owner shall be subject to a general annual assessment for the purpose of defraying the costs of maintaining and administering the Association Outlots and Landscape Easement and Sign and Landscape Easement areas of the Subdivision. Such annual assessment shall be a pro rata share (i.e., one (1) share per Lot and one (1) share per Residential Unit constructed or approved for construction by the Town of Waukesha), of the cost incurred by the Homeowners Association to maintain the Association Outlots and Landscape Easements and Sign and Landscape Easement areas for the recreation, health, safety, welfare and enjoyment of its members. Said cost shall include, but not be limited to payment of electricity and other utility bills, taxes, insurance, repair, replacement, and additions to the improvements made upon said Association Outlots or the Landscape Easement and Sign and Landscape Easement areas, and the cost of labor, equipment, materials, management and supervision thereof. The Developer shall pay its pro rata share of such annual assessments for each Lot and Residential Unit it still owns or that has been approved for construction in the Subdivision. Such annual assessment shall be levied by the Homeowners Association as of January 1st for each year and the statement for such amount shall be mailed to the Owners as of such date, and be payable on or before March 1st of each year. The initial annual assessment shall be $100.00 per Lot and Residential Unit owned or that has been approved for construction by the Town of Waukesha prorated per annum. Such annual assessment may be changed by a majority of the votes of the members of the Homeowners Association present at any meeting called for such purpose, in person or by proxy. The assessment, however, as established by the Homeowners Association, shall be set taking into consideration the cost of current maintenance and future needs and may be in any lesser or greater sum than the initial assessment which will meet these requirements.

9.06 SPECIAL ASSESSMENTS. A special assessment may be levied by the Homeowners Association for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Association Outlots or Landscape Easements and Sign and Landscape Easement areas in the Subdivision, if consented by a two-thirds (2/3) majority vote of the members voting at a duly called meeting of the Homeowners Association at which a quorum is present. Such special assessments shall be due and payable ninety (90) days after the required affirmative majority vote of the members of the Homeowners Association.

9.07 PROOF OF PAYMENT. The Homeowners Association shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an officer of the Homeowners Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

9.08 LIENS AND COLLECTION OF ASSESSMENTS.

(a) Establishment of Liens. Any and all Homeowners Association assessments made by the Homeowners Association and in accordance with the provisions of this Declaration with interest thereon at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorney's fees are hereby declared to be a charge and a continuing lien upon the Lots, Residential Outlots and Residential Units against which each such Homeowners Association assessment was made. Each Homeowners Association assessment against a Lot, Residential Outlot and Residential Unit, together with interest and costs of collection thereof, including reasonable attorney's fees, shall be the personal obligation of the Owner of each Lot, Residential Outlot and Residential Unit assessed. Said lien shall be effective only from and after the time of the recordation with the Register of Deeds of Waukesha County, of a written acknowledged statement by the Homeowners Association setting forth the amount due to the Homeowners Association as of the date the statement is

signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an institutional mortgage of record obtains title to a Lot, Residential Outlot or Residential Unit as a result of foreclosure of its mortgage or by virtue of deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Homeowners Association assessments pertaining to such Lot, Residential Outlot or Residential Unit or charged to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Homeowners Association assessment against the Lot, Residential Outlot or Residential Unit in question is secured by a claim of lien for the Homeowners Association assessment, as recorded prior to the recordation of the lis pendens in the mortgage foreclosure proceedings or with respect to which a deed in lieu of foreclosure was given.

(b) Collection of Homeowners Association Assessments. In the event any Owner shall fail to pay any Homeowners Association assessment or installment thereof, charged to such Owner, within fifteen (15) days after the same becomes due, then the Homeowners Association, through its Board of Directors, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative, and which remedies are not in lieu of, but are in addition to, all other remedies available to the Homeowners Association:

(i) To advance on behalf of the Owner in default, funds to accomplish the needs of the Homeowners Association, up to and including the full amount for which such Owner is liable to the Homeowners Association, in the amount or amounts of money so advanced, together with interest and all costs of collection thereof, including but not limited to, reasonable attorney's fees, may thereupon be collected by the Homeowners Association, and such advance by the Homeowners Association shall not waive the default.

(ii) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Homeowners Association in like manner as the foreclosure of a mortgage on real property.

(iii) To file an action at law to collect said Homeowners Association assessment, plus interest, plus court costs and reasonable attorney's fees without waiving any lien rights or rights of foreclosure in the Homeowners Association.

(c) Collection by Developer. In the event for any reason the Homeowners Association shall fail to collect the Homeowners Association assessment, then in that event, the Developer shall at all times have the right (but not the obligation):

(i) To advance such sums as the Homeowners Association could have collected as set forth above; and

(ii) To collect such Homeowners Association assessment and, if applicable, any such sums advanced by Developer; utilizing remedies available to the Homeowners Association as set forth above, which remedies (including, but not limited to, recovery of reasonable attorney's fees) are hereby declared to be available to Developer.

ARTICLE X: GENERAL PROVISIONS

10.01 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.

10.02 AMENDMENT. This Declaration may be amended at any time by an instrument signed by not less than ninety percent (90%) of the Owners. However, so long as the Developer owns any Lot in the Subdivision, no amendment shall be binding unless executed by the Developer. All Amendments shall be recorded in the Register of Deeds Office for Waukesha County.

10.03 ENFORCEMENT. Any Owner, the Developer, or the Homeowners Association shall have the right to enforce by any proceeding in law or in equity, all covenants, conditions and restrictions imposed by the provisions of this Declaration. Failure to enforce any covenant, condition or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. Any Owner, the Homeowners Association, or the Developer who brings an action hereunder to enforce these covenants, conditions and restrictions shall, if successful in prosecuting said action, recover all reasonable costs, expenses, and reasonable attorney fees, as determined by the court. Any

Owner who wishes to make a complaint regarding any matter which is the subject of this Declaration must do so in writing stating the Owner's full name and address and the nature of the complaint and delivering it to the Secretary of the Homeowners Association. As long as the Developer owns any of the Property, a copy of the complaint shall also be delivered by the Owner to the Developer at 1407 E. Sunset Drive, Waukesha, WI 53189.

10.04 RIGHTS OF THE DEVELOPER. For such time as a Developer shall own any Lot or Outlot, his rights and interest shall not be prejudiced by any of the following actions unless he shall, in writing, join in such actions. There will be no amendments to the Declaration which:

(a) Discriminate or tend to discriminate against the Developer's rights as a Lot Owner.

(b) Change ARTICLE I, DEFINITIONS, in a manner which alters the Developer's rights or status.

(c) Alter the character and rights of the Developer as set forth in the Declaration.

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

10.05 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.

10.06 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.

10.07 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.

10.08 GOVERNING LAW. This Declaration shall be governed by and construed under the laws of the State of Wisconsin.

10.09 DEVELOPER'S AGREEMENT. The Developer has entered into a Developer's Agreement with the Town of Waukesha regarding the development of the Subdivision. A copy of the Developer's Agreement is on file with the Town.

IN WITNESS WHEREOF, Belman Investments, LLC, Developer, has executed his Declaration at Waukesha, Wisconsin effective the ——— day of _____, 2019.

Belman Investments, LLC

By: _____
David Belman, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2019, the above named David Belman, the manager of Belman Investments, LLC, to me known to be the person who executed the foregoing instrument and acknowledge the same as Developer.

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

This instrument drafted by:
Richard R. Kobriger

EXHIBIT A

Legal Description of Pebble Brook Hollow