Lots 1, 2, 3, 4, 5, 6, 9 + 10

# DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, DEVELOPER, is the owner of the following described real estate located in the City of Muskego, Waukesha County, Wisconsin:

Being a part of the NW 1/4 of Section 12, T 5 N, R 20 E, in the City of Muskego, Waukesha County, Wisconsin.

WHEREAS, the holder of a mortgage covering said land afore described, MORTGAGEE, does hereby approve of and join in and consent to the covenants and restrictions as herein contained.

NOW THEREFORE, the following restrictions upon the lots contained in the Subdivision after the recording of this declaration shall be deemed applicable:

## GENERAL PURPOSE

The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property; to incur and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement on said property, and thereby to preserve and enhance the value of investments made by purchasers of building sites therein.

All lots in the Subdivision shall be subject to all ordinances, zoning laws and other restrictions of the City of Muskego, Waukesha County, and the State of Wisconsin, applicable thereto and inaddition to the following reservations and conditions for a term of twenty-five (25) years from date of recording hereof:

Lots are zoned RS-2 and must meet all city ordinances, except--lots may <u>not</u> be re-divided.

1. No building structure shall be erected, constructed or maintained on any lot in the Subdivision excepting only as a private single family dwelling designed for and adapted for the occupancy of not more than one (1) family, with private garage and other auxiliary buildings.

Plan Dept.

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
# LAKEVIEW HIGHLANDS NORTH SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions is made by Lakeview Development Partnership (hereinafter "Developer").

## PREAMBLE

WHEREAS the Developer is the owner of the real property described in Exhibit A of the Declaration and desires to create a residential subdivision development known as Lakeview Highlands North Subdivision; and

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

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 Lakeview Development Partnership and their successors and/or assigns. The rights and obligations of Developer as set forth herein shall cease when all of the Property has been conveyed to Owners.

1.03 "Lot" or "Residential Lot" means a part of the Property intended for any type of individual, private or independent use and occupancy as a residence. The Lots are shown on the Plat numbered 1 through 39 inclusive.

1.04 "Owner" means a person, combination of persons, a partnership, a corporation, a trustee or any other legal entity who holds legal title to a Lot which is part of the Property or who has equitable ownership of a Lot as a land contract vendee, but the definition excludes those having an interest or lien on a Lot as security for the performance of an obligation.

1.05 "Plat" means the subdivision plat of Lakeview Highlands North Subdivision in the City of Muskego approved by the City and recorded in the Office of the Register of Deeds for Waukesha County.

1.06 "Property" means the real estate which is described in Exhibit A and comprises the subdivision called Lakeview Highlands North Subdivision.

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ARTICLE II: PROPERTIES SUBJECT TO DECLARATION

2.01 THE PROPERTY. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Muskego, County of Waukesha and represents the total anticipated development known Lakeview Highlands North Subdivision consisting of 39 Residential Lots, which are to be preserved and maintained as such under the restrictions and protective covenants contained herein.

2.02 PURPOSE OF PROPERTY. All Lots are intended for and shall be used exclusively for residential housing by the Lot 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 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 on a Residential Lot to a single family subject to all of the provisions hereof and any applicable governmental regulations.

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

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, 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 of each Residential Lot shall keep that Lot and all improvements thereon in good order and repair and free of debris including, but not limited to, the seeding, watering and mowing of all lawns, 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 on a Lot, the Owner of each Lot shall maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the road. In addition to mowing, the Lot Owner of each Lot shall keep this area free of debris.

3.05 PRESERVATION OF TREES. No existing, live tree having a diameter of 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



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Board which shall not unreasonably withhold approval when removal is necessary for the construction of a building.

3.06 REFUSE DISPOSAL. No Lot 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 incinerators 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 on any Lot. However, any contractor hired by any Lot Owner shall take all reasonable and necessary measures to maintain the Lot 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 easement area on the recorded plat of Lakeview Highlands North Subdivision. The Owner of any Lot having a drainage facility shall be responsible for maintenance of the lawn on and removal of debris from the drainage facility.

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 at any time.

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

ARTICLE IV: ARCHITECTURAL CONTROL

4.01 ARCHITECTURAL REVIEW BOARD. There is created an Architectural Review Board consisting of three persons who shall initially be appointed by the Developer. At the time that the Developer no longer owns any Lots in the subdivision, the members of the Architectural Review Board shall be appointed by a majority vote of the Lot Owners.

4.02 REGULATION. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and all the improvements thereon for each of the Residential Lots 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 Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first occupied after conveyance by the Developer to any Owner shall be made or done without the prior approval of the Architectural Review Board. No building, fence, wall, residence or other structure shall be commenced, erected, maintained or improved, altered, made or done without the prior written approval of the Architectural Review Board.



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4.04 PROCEDURE. All plans, including, but not limited to, building plans, exterior design plans, plot plans, and grading plans, which would result in the alteration or improvement of a Lot 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 the copy to the Owner of the Lot to which the approved plan(s) pertain. 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.

4.05 OBJECTIVES. 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 homes in close visual proximity to one another. The Architectural Review Board shall be guided by these objectives in evaluating plans submitted by Lot 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.

4.06 FAILURE TO APPROVE. In the event the Architectural Review Board fails to approve, modify, or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it in accordance with the requirements hereunder and in accordance with adopted procedures, approval will be deemed granted. In the event any alteration or improvement of a Lot or a structure thereon is completed without the prior written approval of the Architectural Review Board as provided in this Declaration, said alteration or improvements shall be deemed to be approved by the Architectural Review Board unless a written objection to the alteration or improvement is made by the Architectural Review Board to the Lot Owner in question within one (1) year of the completion of the alteration or improvement.

## ARTICLE V: THE ASSOCIATION

5.01 CREATION OF ASSOCIATION.

A. The Developer shall totally control all phases of development and operation of the Subdivision, including the Architectural Board until three (3) months after it sells or transfers title to the last Lot in the Subdivision. Three (3) months after the Developer sells or transfers title to the last Lot, all members of the Association will be able to vote pursuant to Section 5.01 B of this Declaration.

B. Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer to an ownership interest in the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.



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5.03 VOTING.

A. When each Lot Owner is eligible to vote, as defined in Section 5.01 B. of this Declaration, the vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any Co-Owner. Fractional votes will not be allowed; and if Co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any Co-Owner of a Lot or the proxy of any such Co-Owner as duly authorized to vote for all Co-Owners of that Lot.

B. Quorum: A quorum for voting purposes shall consist of fifty percent (50%) or more of the votes entitled to be cast.

C. There shall be no cumulative voting for election of officers or on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

D. A Lot Owner shall not be entitled to vote on matters if any General or Special Assessment against the Lot is then delinquent.

E. Proxies shall be valid for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

5.04 MEMBERSHIP LIST: NOTICES.

A. The Association shall maintain a current Membership List. Each Lot Owner shall furnish the information necessary for the Association to maintain such Membership List.

B. All notices required to be given to a Lot Owner shall be deemed to have been duly given: at the time of personal delivery to the Lot Owner or the Home of the Lot Owner; or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the Lot Owner's mailing address shown in the Membership List. Notice to one Co-Owner of a Lot shall be deemed effective notice to all other Co-Owners of such Lot.

5.05 ASSOCIATION MEETINGS.

A. Written notice of all meetings of the Association stating the time, place and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than 5, nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

B. The annual meeting of the Association shall be held in July of each year for the purpose of electing officers and transacting any other business authorized to be transacted by the Association. The Board shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 5.05 A.



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C. Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Owners with one-fourth or more of all votes entitled to be cast.

D. A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.

E. The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.

F. If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting originally noticed.

5.06 POWERS OF THE ASSOCIATION.

A. Without limitation, the Association shall have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration:

1. to levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners;

2. to enforce this Declaration;

3. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Area;

4. to enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or improvements thereof;

5. to incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;

6. to employ the services of any person, firm or corporation to maintain the Common Areas or to construct, install, repair or rebuilt improvements thereon;

7. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;

8. to commence, prosecute, defend or to be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial)



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involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

9. to adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations; and

10. to exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners.

B. The President, together with one other officer of the Association, is empowered to negotiate, execute and enter into contracts, agreements and other undertaking or documents of any kind on behalf of the Association necessary or incidental to exercise any powers or obligations of the Association or of the Board under this Declaration.

5.07 ARCHITECTURAL CONTROL BOARD.

A. All officers of the Association then in office shall be members of the Architectural Control Board and no other person may be a member of the Board. Each member of the Board shall serve and hold office until a successor is elected or appointed to such office.

B. The Board shall initially consist of the person(s) appointed by the Developer as President, Secretary, and Treasurer of the Association to hold office until such successors are elected by the Association. A person must be a Lot Owner or Co-Owner of a Lot in order to be eligible to serve as an officer and member of the Board.

C. Any officer and member of the Board (other than an officer appointed by the Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners. A successor shall be elected at a meeting thereafter called for the purpose.

D. Vacancies in any officer position on the Board (caused other than by removal under Section 5.07 C. above) shall be filled by a majority vote of the officers then in office. Each officer so elected shall serve until the next annual meeting of the Association.

E. An annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

F. Regular meetings of the Board shall be held at such times and places as the Board determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required.

G. Special meetings of the Board may be called by any officer on three (3) days prior notice to each officer, given orally or in writing.

H. Before, at, or after any meeting of the Board, any officer may (in writing) waive notice of such meeting and such waiver shall be deemed

equivalent to the given of notice.

I. For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the officers and the act of such majority shall be the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

J. Any action of the Board authorized under this Declaration may be taken upon the unanimous consent of all officers without a meeting.

5.08 OFFICERS.

A. The Officers of the Association shall be:

1. a President, who shall be the chief executive officer of the Association and a member of the Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the Office of the President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.

2. a Secretary, who shall be a member of the Board; keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and approvals on behalf of the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

3. a Treasurer, who shall be a member of the Board; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board; assess and collect all General and Special Assessments made by the Board; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

4. All officers shall be elected annually by the Association if not subject to appointment by the Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two or more offices at any one time, except that officers appointed by the Developer may hold any number of offices.

5.09 MANAGEMENT OF ASSOCIATION BY THE BOARD.

A. The Association and its business, activities and affairs shall be managed by the Board (which shall consist of all the officers of the Association. The Board shall exercise and perform, in addition to the powers,



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duties and obligations specified in this Declaration, all powers, duties and obligations of the Association.)

B. The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board of the Association on any matter.

C. No person shall receive any payment for services rendered as an officer of the Association or as a member of any committee unless specifically authorized by prior resolution of the Association. The Board may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of his/her duties.

D. No member of any board or committee or officer of the Association shall be liable to any Lot Owner or to any other party for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such board or committee member or officer, provided such person acted in good faith, without willful or intentional misconduct.

E. All decisions of the Board on any matter (including, without limitation, decisions under Article IV shall be enforceable against any Lot Owner if made in good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

5.10 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS.

A. The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Lot Owners and their Lots.

B. "Special Assessments" may be made and levied by the Board against a particular Lot Owner and his, her or their Lot (without levying against other Lots) for:

1. costs and expenses (anticipated or incurred) for repair of damage to Common Areas caused by or at the direction of the Lot Owner or the family or guests of the Lot Owner;

2. costs, expenses and actual attorney's fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the Lot Owner;

3. interest due on General or Special Assessments;

4. all other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration; and

5. costs, expenses and actual attorney's fees incurred in, or in anticipation of, any suit, acting or proceeding brought against the Homeowner's Association as a result of a Lot Owner's failure to pay an assessment or charge by the appropriate sanitary sewage system.



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C. "General Assessments" may be made and levied by the Board equally against each Lot Owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

1. maintenance, repairs, upkeep or operation of Common Areas and any additional Common Areas that may be acquired by the Association;

2. any insurance maintained by the Association;

3. taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

4. all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

5. costs and expenses for additional improvements to Common Areas beyond those installed by the Developer;

6. all items subject to Special Assessment which have not been collected from a Lot Owner at the time such payments are due; provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph.

7. all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by Special Assessment;

8. costs and expenses of service, if any, made available to all Lots and/or for any Common Areas;

9. costs in connection with the maintenance of the sanitary sewage system and/or water system that are deemed to be common expenses; and

10. all other costs and expenses declared to be common expenses under this Declaration.

The General Assessments for all common expenses shall be levied equally against each Lot.

D. The Association shall maintain separate books and records for General and Special Assessments accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessment.

E. The Developer shall be responsible for all municipal assessments levied against any platted Lot prior to a sale of such Lot by the Developer. The Developer shall not be responsible for any General or Special Assessment which may be levied for improvements, capital expenditures, reserves, or replacement funds of any kind. The Board may at any time levy assessments for such purposes against the Lot Owners and against all Lots.

F. The Board shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one of the Co-Owners of the Lot.

5.11 PAYMENT OF ASSESSMENTS.

A. Each Lot Owner shall promptly pay, when due, all General and special Assessments levied by the Board against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

B. All Co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

5.12 DELINQUENT ASSESSMENT: INTEREST, LIEN AND COLLECTION.

A. All General and Special assessments which are not paid when due: shall bear interest at 12 percent per annum until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.

B. The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessment and/or to foreclosure of the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owners.

5.13 RULES AND REGULATIONS.

A. The Association may from time to time adopt or change rules or regulations (hereafter "Rules and Regulations") governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations.



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B. A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitations the imposition of the forfeitures penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

5.14 LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION. No Lot Owner (other than the officers of the Association) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertaking of any kind.

5.15 SERVICE OF PROCESS. Service of process upon the Association for all matters shall be made upon the President of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Waukesha County, Wisconsin.

5.16 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

A. The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules and Regulations adopted by the Association, except that any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Article IV, to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of the other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof. Neither the Association nor the Board shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board to take any action requested by such Lot Owner against another Lot Owner.

B. Each remedy set forth in this Declaration and/or in Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as provided in Article IV unless a written waiver is obtained from the Board.

C. Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reversion of title to any Lot.

ARTICLE VI: BUILDINGS AND STRUCTURES

6.01 SIZE LIMITATIONS. No residence or other structure shall exceed two (2) stories in height. All residences 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 five hundred fifty (550) square feet in area nor larger than is necessary to contain three and one-half (3 1/2) ordinary



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passenger automobiles. All residences shall contain the following minimum square feet of usable living area, fully above grade, exclusive of garages, porches, breezeways and patios:

| | | |
|---|---|---|
| (a) | Single story (ranch) | 1600 sq. ft. |
| (b) | Two story (colonial) | 2000 sq. ft. |
| (c) | Tri-level | 2000 sq. ft. |
| (d) | Bi-level | 2000 sq. ft. |

The minimum square feet of usable living area for the first floor of any residence shall be 1100 square feet.

6.02 CONSTRUCTION METHODS. All residences placed on any Lot 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 to be placed on any Lot. 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 residences shall have a minimum pitch of 6/12. All exterior materials shall be cedar, brick, stone, glass, stuccato, stucco, wood or of other natural materials as approved by the Architectural Review Board. Aluminum siding and vinyl siding shall not be allowed.

6.03 BUILDING SET-BACKS. No residence or other structure on Lots 1 through 39 shall be erected nearer than forty (40) feet from the front lot line, twenty (20) feet from each side lot line, and fifty (50) feet from the rear lot line of the Lot upon which said residence or structure is being erected.

6.04 COMPLETION OF CONSTRUCTION. Any construction commenced shall be completed within a one (1) year period from commencement of construction and shall be ready for occupancy within that period. Also, within such time period, the Owner of such Lot shall seed and suitably plant grass and decorative shrubs in all of such Lot area except that occupied by the residence, driveways and out buildings. During the time of construction, the Lot Owner shall be responsible to see that his contractor maintains a constant 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 on a Lot, the Lot Owner shall complete or cause to be completed the finish grading, re-topsoiling, and seeding or establishing of other ground cover or other plant material of all areas disturbed during the construction on the Lot. For all structures other than a residence, said items shall be completed by the Lot Owner within one (1) year of the issuance of a building permit and/or Architectural Review Board approval, whichever occurs last.

6.05 DRIVEWAYS. Within one (1) year of the issuance of the occupancy permit for the construction of a residence on a Lot, the Lot Owner shall install an asphalt or concrete driveway. Said driveway shall extend from the vehicle entry to the garage to the edge of the pavement of the street and shall include all areas to be normally traveled by vehicles.

6.06 HEIGHT OF GRADE. Each Lot Owner must strictly adhere to and finish grade his lot in accordance with the Master Grading Plan on file in the office of the Developer and the office of the City Building Inspector unless approved



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by the City Engineer. The Developer and/or the City and/or the agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition and the Property Owner is responsible for cost of the same.

6.07 OUT BUILDINGS. Out buildings shall be permitted on any Lot subject to the City of Muskego Zoning Ordinance and the approval of the Architectural Review Board, as set forth hereinafter. No out building 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 out building shall be approved by the Architectural Review Board. 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, one (1) set of plans shall be signed, dated and returned to the Lot Owner as evidence of such approval. All construction materials to be used in constructing out buildings shall be compatible with the materials used in constructing the principal residence on said Lot. Asphalt roof shingles and wood, stone or brick veneer materials only will be allowed in such construction. Metal sheds, pole barns, or metal-sided or metal-roofed out buildings will not be allowed. The Architectural Review Board shall have final approval of all materials to be used in granting approval for said out buildings as aforesaid. Once Architectural Review Board approval has been given, the plans for construction of any out building will be strictly adhered to.

6.08 ELECTRIC LAMPPOSTS. The Owners of all Lots shall cause to be installed within one (1) year of the date of initial occupancy of the residence, an electric lamppost. The lamppost shall be installed near the driveway edge approximately ten (10) feet from where the driveway meets the Lot line so as to maintain uniformity of lamppost locations throughout the subdivision.

6.09 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 or placed to the rear of and as nearly adjacent to the residence as the State of Wisconsin Building Code allows. If above ground level, said tanks shall also be completely visually screened as approved by the Architectural Review Board. All Lots shall be provided with electric, telephone, natural gas and cablevision services by means of underground installations only. No residence or other structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot, between the utility company's secondary pedestals and the buildings on any Lot, shall be paid by the Owner of said Lot.

6.10 SIGNS. The only signs to be displayed to the public view on any Lot shall be the following:

(a) A sign at the entrance to the Subdivision showing the Lakeview Highlands North Subdivision name.

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

(c) A sign not more than six (6) square feet in size advertising the property for the Owner.



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

6.11 FENCES. All fences are subject to compliance with all applicable City of Muskego regulations. Lot line fences will be permitted, provided they are constructed of wood and the design thereof has been submitted to and approved by the Architectural Board in advance of construction thereof. Properly designed and located kennels for domestic pets shall be permitted, subject to prior written approval by the Architectural Review Board, but in no event shall such fencing for kennels enclose an area in excess of 150 square feet.

6.12 LIVESTOCK PRIVILEGES. Keeping of riding horses, ponies, donkeys, domestic livestock, poultry and fowl is not allowed.

6.13 SOLAR COLLECTORS, SWIMMING POOLS AND ANTENNAE. Solar collectors and/or swimming pools shall not be installed without prior written approval of the Architectural Review Board. Rooftop antennae shall be permitted, provided they extend no more than ten (10) feet above the highest point of a roof line of a residence. External television antennae or similar devices, including, but not limited to satellite dishes, may be erected or installed only with the prior written approval of the Architectural Review Board. Such devices shall be permitted to be erected only behind the residence on any Lot.

ARTICLE VII: EASEMENTS

7.01 UTILITY AND REPAIR EASEMENTS. This declaration hereby grants an easement upon, over and under the Lots for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including electricity, telephone, cablevision, natural gas and storm sewer. In the event that the Owner of any Lot proposes to undertake an improvement which would cause the relocation, either horizontally or vertically, from that which was initially installed under the Developer's plan, the Owner shall first obtain written approval of the utility involved and then shall bear the total cost charged by the utility involved.

7.02 DEVELOPER'S EASEMENT. There is hereby created an easement upon, across, over and through all of the Lots for the purpose of allowing the Developer and its agents ingress and egress in order to accomplish the construction, repair and maintenance of any of the improvements or facilities involved in the overall Development. This easement shall cease upon the completion of construction by the Developer.

7.03 BINDING EFFECT. 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, their successors and assigns, and on Lot Owners, purchasers, mortgagees, lessees and occupants and their heirs, executors, administrators, successors and assigns.

ARTICLE VIII: SUBDIVISION IDENTIFICATION

8.01 PURPOSE. In order to properly identify Lakeview Highlands North Subdivision as well as to serve as an entry sign to the Subdivision, the Developer may, but shall not be required to, erect an appropriate sign structure



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and landscaped area surrounding the same to include various bushes, plants and trees.

8.02 LOCATION. The sign structure and landscaped area shall be located on a thirty (30) foot by thirty (30) foot parcel on Lot 1 as shown on the recorded plat of Lakeview Highlands North Subdivision.

8.03 EASEMENT. There is hereby created a temporary easement in favor of the Developer on the following described parcel for the purpose of erecting and maintaining the sign structure and landscaped area: A thirty (30) foot by thirty (30) foot easement located in the southeast corner of said Lot 1 as shown on the plat for Lakeview Highlands North.

This easement shall be further defined by the construction of the sign on one of the said Lots at which time the actual location of the sign shall be the easement area. This Easement shall be for only so long as the Developer owns any Lot in Lakeview Highlands North Subdivision. Thereafter, the Easement shall cease.

8.04 ERECTION AND MAINTENANCE. If the Developer decides to erect the entry sign, it shall be his responsibility to erect the sign structure and landscaped area. After initial construction and erection, it shall be the responsibility of the Developer to provide continuous maintenance for the same until he has sold all Lots in the Property. Thereafter, if the Lot Owners decide to maintain the sign at its location, they shall obtain the written consent of the Owner of the subject Lot, and shall provide for the continuing maintenance thereof by proper Amendment to this Declaration under Article IX, Section 9.02 hereof.

ARTICLE IX: GENERAL PROVISIONS.

9.01 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.

9.02 AMENDMENT. This Declaration may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Owners. All Amendments shall be recorded in the Register of Deeds Office for Waukesha county.

9.03 ENFORCEMENT. Any Lot Owner or the Developer shall have the right to enforce by any proceeding at 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.

9.04 RIGHTS OF THE DEVELOPER. For such time as the Developer shall own any Lot, 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 his rights as a Lot Owner.



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(b) Change Article I, Definitions, in a manner which alters his 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.

9.05 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.

9.06 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.

9.07 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.

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

IN WITNESS WHEREOF, Lakeview Development Partnership, Developer, have executed this Declaration at Waukesha, Wisconsin, this 10th day of March, 1994.

LAKEVIEW DEVELOPMENT PARTNERSHIP

ELMER J. SOMMERS

GROUP IV LTD. WILLIAM J. KROEGER

STATE OF WISCONSIN)
ss
COUNTY OF WAUKESHA)

Personally came before me this 10th day of March, 1994, the above named ELMER J. SOMMERS and WILLIAM J. KROEGER, to me known to be the persons who executed the foregoing instrument and acknowledged same.

Geraldine E. Chaltry
NOTARY PUBLIC -
My commission expires 9/7/97



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2. No dwelling, garage or auxiliary building shall exceed two and one-half (2 1/2) stories in height.

3. What constitutes a two and one-half (2 1/2) story or a one and one-half (1 1/2) story dwelling shall be determined by the "Architectural Control Committee" in its sole discretion. All buildings shall be completed within one (1) year from the date ground is broken for each building unless a further extension of time is given by the "Architectural Control Committee".

A. One (1) story dwelling...1650 Square Feet, Minimum

B. One and one-half (1 1/2) story dwelling...1750 Square Feet minimum with a minimum of 1100 Square Feet on first floor.

C. Two (2) story dwelling...1750 Square Feet minimum with a minimum of 1200 Square Feet on first floor.

D. Split Level...1750 Square Feet, minimum with a minimum of 1150 Square Feet on the upper two levels.

E. Bi-Level...1750 Square Feet minimum with a minimum of 1150 Square Feet on the upper level.

Above square footage minimum requirements reflect actual living area.

4. Each dwelling shall have a minimum of one and one-half (1 1/2) baths. No garage shall be smaller than two cars in size or larger than 3 1/2 cars in size and shall be either an integral part of the dwelling or connected by a porch or breeze-way to the dwelling.

5. No structure of any kind shall be moved onto any lot and no living quarters of temporary character shall be permitted at any time, it being the intention that only permanent, private dwellings and garages shall be permitted.

6. All electric, gas and telephone lines shall be placed underground.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except not more than two (2) dogs, two (2) cats or other small household pets are permitted provided that they are not maintained for commercial purposes. Horses may be kept if approved by the "Architectural Control Committee".

8. The respective lots of the Subdivision shall be subject to any easements granted or hereafter to be granted by the undersigned or its successors and assigns to the City of Muskego and easements granted or hereafter to be granted for the erection and maintenance of electric power lines and telephone lines, gas or other utilities upon, under and over portions of any lot. The undersigned does hereby reserve for itself and its successors and assigns and for the benefit of the City of Muskego and public or semi-public utility companies, the easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity for lighting, telephone and for other purposes, and for the placing of the necessary attachments in connection therewith for public and private sewers, storm water drains, gas mains, water pipes and mains, and other similar services, and for performing any public or quasi-public utility or function which they or the City of Muskego may deem fit and proper for the improvement and benefit of the Subdivision. Such easements and rights-of-way shall be confined, so far as possible, in the area within ten (10) feet of all lot lines, with the necessary right to ingress and egress therefrom and with the right to do whatever may be necessary to carry out the purposes for which this easement is created.

9. The natural established grade of said lots, as determined by the "Architectural Control Committee" shall not be changed or altered in any way by the purchasers. All dirt from excavations on any lot which is not used on the premises shall be deposited in such a place in the Subdivision as shall be directed by the "Architectural Control Committee".

No action shall be permitted which may damage or interfere with the established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage in the drainage channel. The slope of each lot shall be maintained by the purchaser of the lot.

10. No building or attached appurtenances or garage shall be located on any lot nearer the front lot line, or nearer to the side street line, or nearer to the side line of an adjoining lot, or nearer to a rear lot line than the minimum setback therefor as provided in applicable City of Muskego zoning ordinances or an hereafter established from time to time by the "Architectural Control Committee".

11. In order to maintain harmony in appearance and for the protection of the owners of the lots in the Subdivision, no building, fence, sign, wall or other structure shall be erected or maintained upon any lot, nor shall a change or alteration be made thereon unless the complete plans and specifications

therefor, plot plan (said plot plan to be prepared by Metropolitan Survey Service Inc., its successors, or a surveyor designated by the "Architectural Control Committee") showing the exact location of such building, garage, fence, wall, or other structure, elevation thereof and the grade of the lot and a sketch or view of such building or structure or changes, shall have been submitted by and approved in writing by a committee of three (3) members designated and appointed by the undersigned or its successors and assigns as herein provided, said committee being referred to as the "Architectural Control Committee". The decision of the "Architectural Control Committee" with respect to any such matter shall be final and binding upon all partien. The "Architectural Control Committee" shall have the right to refuse to approve any such plans or specifications which in the conclusive judgment of a majority of its members are not in conformity with these restrictions or are not desirable for esthetic or any other reason. In passing upon such plans and specifications, the "Architectural Control Committee" may take into consideration the suitability of the proposed building or other structure, design, elevation and the materials of which it is or is to be constructed on the proposed site; the harmony thereof with the surrounding buildings and the view or outlook from the adjacent property. All decisions of the "Architectural Control Committee" on said matter shall be final. The "Architectural Control Committee" shall have the right to waive minor infractions of deviations from these restrictions in cases of hardship. Every such approval shall be based upon the promise and committment of the owner of the lot seeking, to seed or sod and landscape said lot in a manner in keeping and harmoney with the adjacent and neighboring properties within 18 months after date of occupancy permit. The "Architectural Control Committee" may from time to time, in its discretion, require greater setbacks than those required by this declaration.

The Architectural Control Committee approval or disapproval as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

The original Architectural Control Committee shall be composed of Lynn Kurer, Todd Bushberger and Wayne Bushberger. A majority of the "Architectural Control Committee" may designate a representative to act for it. In the event of death or resignation of a member of the "Architectural Control Committee", the remaining members shall have full authority to designate a successor. In the event of the death or resignation or refusal

to act of any of the members of the "Architectural Control Committee" while any unimproved lot remains unsold by the undersigned or its successors or assigns, then their respective successors to the committee shall be appointed in writing by the undersigned or its successors or assignees. When all the unimproved lots in the Subdivision have been sold by the undersigned, or its successors or assignees, the Architectual Control Committee shall thereafter cease to exist and the power granted to the Architectural Control Committee shall expire.

12. A landscape plan showing the tentative proposed development of each lot shall be submitted to the Architectural Control Committee for approval together with the plans for the proposed home and improvements to be built thereon. Provision for adequate surface drainage, and no less than twenty (20%) per cent of the proposed plant material be volume shown on the approved landscape plan shall be installed within six (6) months after the landscape plan has been approved by the Architectural Control Committee.

Landscaping the front (visible) portion of the lots must be completed within 18 months from date of occupancy permit. Said landscaping must include a hard surfaced drive. No permanent gravel drive will be permitted with the exception of access to a garden shed or similar type outbuilding between the back of the residence and said structure. The hard surface drive with concrete asphalt or similar material must be installed within one (1) year from the date the premises are occupied upon construction.

13. No lot shall be used in whole or in part for the storage of rubbish or building materials of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will omit foul or obnoxious odor; or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

14. Any violation of these restrictions which shall exist for a period of one (1) year without a written protest thereof being received by the owner of the lot involved shall be considered a violation thereafter. These restrictions may be changed, modified and amended at any time by written declaration, executed to permit the recording thereof in the office of the Register of Deeds, setting forth such change, modification or amendments, that the Architectural Control Committee and DEVELOPERS, so long as it shall own any lot in said Subdivision, said declaration shall be executed as required by law so as to

entitle it to be recorded and it shall be recorded in the office of the Register of Deeds, Waukesha County, Wisconsin, before it shall be effective. These restrictions shall be deemed and construed to run with the land and shall be binding upon the respective owners of each of the lots and upon all persons holding or claiming under or through them. Upon the violation of any one or all of these restrictions by any owner or owners of any said lot, their heirs, executors, administrators or assigns, or by any person or persons holding under them, then, and upon the happening thereof, any person or persons owning any lot or lots in the Subdivision or any member of the "Architectural Control Committee" shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and shall be entitled to both equitable and legal relief.

15. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions, each of which shall be construed and deemed severable and all of which are not so invalidated shall remain in full force and effect.

16. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any lot in the Subdivision.

*NOTE: These restrictions are to insure the best and most appropriate development of all land owners. (See General Purpose Page 1).

Dated this _____ day of _____, 19___.

_____ _____

Lynn Kurer Wayne Bushberger

ACKNOWLEDGMENT

STATE OF WISCONSIN )
) ss.
COUNTY )

Personally came before me this _____ day of _____, 19___ the above named Lynn Kurer and Wayne Bushberger to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____
Notary Public _____ County, Wis. My Commission is permanent, if not, expires: _____

This instrument was drafted by
Peter D. Lentz