DECLARATION OF RESTRICTIONS
FOR
NASHOTAH FARMS

KNOW ALL PERSONS BY THESE PRESENTS; that NASHOTAH DEVELOPMENT, LLC is a Limited Liability Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located in the Town of Delafield, Wisconsin (herein after referred to as the "Developer", which term shall also include the duly authorized agent of Developer). Developer is the owner of Nashotah Farms, being a subdivision of part of the North ½ of the SE ¼ of Section 7, T7N, R18E, Village of Nashotah, Waukesha County, Wisconsin, (hereinafter referred to as "Nashotah Farms") and intending to establish a general plan for the use, occupancy and enjoyment of Nashotah Farms, does hereby declare for the mutual benefit of present and future owners of lands in Nashotah Farms (hereinafter referred to individually as "Owner" and collectively as "Owners"), that Nashotah Farms shall be subject to the following restrictions:

A. BUILDING RESTRICTIONS

1. There shall be a maximum of forty-eight (48) residential lots in the development. No residential lot shall be divided, subdivided or re-divided in any manner. No more than one single-family residential unit shall be constructed on any residential lot. Not more than one family shall reside in each single-family residential unit.

2. All lots in Nashotah Farms are restricted to the erection of a one story, story and one-half or two story single family residential building with a minimum square footage of living space (without regard for basement level areas) of (2,200) two thousand two hundred square feet for a one story, (2,400) two thousand four hundred square feet for a story and one-half and (2,400) two thousand four hundred square feet for a two story residence. Each residence shall have an attached garage, which will accommodate at least two cars.

3. The garage must be attached to the residence directly or by breezeway and must be constructed with the residence. The minimum square footage for the garage shall be (480) four hundred eighty square feet and the maximum shall be (1,200) one thousand two hundred square feet. The garage entrance shall be on the side of the building.

4. The exterior walls of the residence and attached garage must be constructed of brick, stucco, stone, wood siding or other similar type materials. Siding materials such as aluminum, vinyl, steel, pressed board, masonite or plywood will not be permitted. Any exposed basement or foundation wall must be covered with masonry veneer, plaster or stucco. All roof areas having an appropriate pitch shall be covered, at a minimum, with a Class A, 30 year warranty, self sealing dimensional shingle or another material of similar or greater life.

5. All two story and story and one-half residence roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12 pitch), except for

rear dormers on a story and one-half residence. All one story residence roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12 pitch). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by the Developer.

6. The residence and attached garage and a sodded or seeded lawn and a paved driveway must be completed within one year of the start of construction. Also, one 3" minimum diameter tree as specified in the "Building and Site Development Requirements", attached as Exhibit "A", shall be planted within one year from the time the property is purchased in the event construction does not commence immediately after sale.

7. Only one residence may be erected on a lot.

8. The minimum setback from any abutting street right-of-way is 50 feet, side yard 20 feet and rear yard 40 feet.

9. There shall be no outside storage of boats, trailers, buses, commercial trucks, recreational vehicles, or other vehicles. There shall be no storage of items deemed to be unsightly by the Developer or the Nashotah Farms Homeowners Association, created pursuant to Section B.

10. All building plans and the exterior design of each building to be constructed and all yard grades and stakeout surveys must be approved by the Developer in writing prior to application for a building permit. Yard grades shall be consistent with the subdivisions approved Master Grading Plans, which have been prepared by the Developer, and accepted by the Village, and grading for said lots shall not deviate from those plans. Copies of the Master Grading Plan are on file in the office of the Developer, and in the offices of the Village and its Building Inspector. Any deviation of the approved yard grades shall be subject to approval from the Village and the Developer. In addition, at the time of construction, erosion control measures shall be installed and maintained according to the standards and specifications set forth in the Wisconsin Construction Site Best Management Practices Handbook and local ordinances. The dwellings and appurtenant structures in the subdivision shall be of a traditional design. In addition, basic features such as fences, decks, in-ground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the environmental effect of Nashotah Farms are subject to the prior written approval of the Developer. Developer's approval shall be based upon the building and use restrictions contained in this Section A and the Building and Site Development Requirements for Nashotah Farms, which Owner shall obtain from Developer prior to submitting plans to Developer for approval. Developer may withhold exterior design approval if the design is too similar in appearance to others in close proximity. Following such time that a principal residence has been constructed upon each lot in Nashotah Farms, Developer shall delegate to the Nashotah Farms Homeowners Association Committee the approval authority contained in this Paragraph 10. To be effective, notice of such delegation shall be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

11. At the time of construction of a residence the Owner shall install, at a location designated by the Developer, one outdoor electric post lamp with a switched control and the bulb shall not exceed 75 watts. The post lamp will be purchased through the Developer and paid for at time of closing. The post lamp shall be maintained by the Owner in a proper operating manner. If the post lamp is not so maintained, maintenance shall be performed by the Nashotah Farms Homeowners Association and the cost of such maintenance shall be an assessment against the Owner, payable within 10 days after the date of the assessment.

12. Each mailbox and newspaper box shall also be purchased through the Developer and paid for at time of closing and its location shall be designated by the Developer and/or the Local Postmaster. Maintenance and repair of the mailbox is the responsibility of the lot owner and if destruction or age requires replacement the same type and style shall be installed.

13. There shall be no satellite dish antennas with a diameter in excess of 24 inches, no accessory structures and no above-ground swimming pools. Any antenna or satellite dish shall be placed and screened so as to minimize visibility, to the extent possible, from any roadway or neighboring lot. All swimming pool related pump, heater and filter equipment must be concealed in an enclosure to minimize noise and visibility with said enclosure being approved by the Developer.

14. The wooded area on the NW corner of Nashotah Farms located on Lots 25 thru 31 and Outlot 1 shall be preserved in its natural state, except for the initial installation of the hiking trail. In addition, the Natural Areas contained on Outlots 1 & 2 shall be left in a natural state except for the hiking trails and soccer field, which will be mowed grass and wood chips through the woods. The Natural Areas are defined as all areas contained on Outlots 1 and 2 excluding the hiking trails, soccer field, entrances onto Mission Avenue, cul-de-sac islands and vision easements. The Natural Areas shall be preserved and shall continue in the same location, except that the Association may apply to the Village of Nashotah Board to make alterations to the Natural Areas and upon consideration of the matter the Village Board may permit alterations of the Natural Areas to be made as they deem appropriate and in keeping with the overall intent of the planned unit development. The soccer field on Outlot 2 will be only available to the occupants within the subdivision and shall not be rented out by non-owners. In addition, the following apply to the wooded areas and the Natural Areas described above (unless the Village Board approves otherwise as to the Natural Areas): There shall be no removal or destruction of the vegetative cover except for dead, diseased or dying vegetation unless specifically approved in writing by the Developer and/or the Homeowners Association; The removal of topsoil or other earthen materials is prohibited; Grading and filling is prohibited; Grazing by domesticated animals, i.e., horses, cows, llamas, etc. is prohibited; The introduction of plant material not indigenous to the existing environment of the wooded area and Natural Areas is prohibited; and construction of buildings or other structures within the wooded area and Natural Areas is prohibited.

15. No existing live tree shall, without the approval of the Association be cut down, destroyed, mutilated, moved or disfigured. All exiting trees shall be protected

during construction and preserved by well or islands, and proper grading in such a manner as may be required by the Association. Existing live trees shall be considered by the Association in granting approval for the location of the house, driveway and any and all other structures on any lot.

16. Before any construction shall be commenced on any lot, the driveway shall be rough graded in a horizontal location and with a vehicle alignment as approved and the culvert shall be installed as noted on the Master Grading/Drainage Plans for the Subdivision. Driveway installation shall follow all Village Ordinance requirements. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and by no other means or way. This covenant is primarily for the protection of natural amenities of the site.

17. The Developer and/or the Homeowners Association, and no other, shall have the right and authority to modify the Building and Use Restrictions or to permit variances from application thereof if, in their opinion, the modification or variance is consistent and compatible with the overall scheme of development of Nashotah Farms, provided that no such modification shall be in violation of local ordinances or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole discretion, aesthetic interpretation and business judgment of the Developer and/or Homeowners Association; this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as preventing the Developer from requiring at anytime, and from time to time, strict compliance with the Building and Use Restrictions or (ii) as entitling any person to a modification or variance not approved and granted in writing by the Developer and/or the Homeowners Association. After approval of any variances or modifications by the Developer and/or the Homeowners Association approval for said variance or modification shall also be obtained from the Village Planning Commission before any such variance or modification shall be effective, or any actions may be taken in pursuit of any matter that is prohibited absent a variance or modification.

18. Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorney's fees, incurred by Developer or the Association in enforcing the restrictions contained in this Section A. The foregoing shall be in addition to any other rights or remedies, which may be available to Developer and the Association.

19. If there are conflicts between the requirements of the Nashotah Farms Declaration of Restrictions, Building and Site Development Requirements or the Village Zoning Ordinance, the more restrictive requirement shall apply.

20. Outlots, open space and common areas shall not be divided, subdivided or re-divided or used in any manner to create single-family residential lots. Construction of structures and amenities in the outlots, open space and common areas, if otherwise allowed, shall only be permitted with the approval of the Village Board for the Village of Nashotah following Plan Commission review and recommendation and subject to all deed restrictions

and Village ordinances. There shall be no living or sleeping quarters on the outlots, open space and common areas.

B. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the Owners of land in Nashotah Farms (herein referred to individually as "Owner" and collectively as "Owners"), is hereby created for purposes of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "Nashotah Farms Homeowners Association".

2. The term "Common Area" shall include the following areas.

(a) All Outlots in Nashotah Farms

(b) All landscaped courts and boulevards contained within the dedicated streets in Nashotah Farms, cul-de-sac island areas, median breaks, sewer easement areas, signage and lighting. Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the Village and any other appropriate public authorities. Consent to any such improvement shall not be considered or construed as an assumption of liability or responsibility for maintenance, nor shall such consent relieve the Association and/or the Owners of duties to maintain such improvements.

3. Each lot shall have an appurtenant undivided fractional interest in the common area outlots, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration. All deeds and any other conveyances of any lot in Nashotah Farms shall be deemed to include such undivided interest in the common area outlots, whether or not so specifically stated in any such deed or other conveyance. There shall be no separate tax statements for the outlots, open space or common areas.

4. The Association shall be governed by a three member Committee, hereinafter referred to as the "Committee", which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Todd A. Wozniak, Robert Mertins, and Michael Schutte.

5. To qualify as a member of the Committee, a person must be either an Owner or a duly designated officer of an Owner.

6. As long as fifty percent (50%) or more of the lots in Nashotah farms are owned by the Developer, all three members of the Committee shall be appointed by Developer. As long as twenty five percent (25%) or more but less than fifty percent (50%) of the lots in Nashotah Farms are owned by the Developer, two members of the Committee shall be appointed by Developer and one member shall be elected as provided herein. As long as ten percent (10%) or more but less than twenty five percent (25%) of the lots in Nashotah Farms are owned by the Developer, one member of the Committee shall be appointed by the

Developer and two members shall be elected as provided herein. If less than ten percent (10%) of the lots in Nashotah Farms are owned by Developer, all members of the Committee shall be elected as provided herein.

7. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners shall have one vote for each lot owned.

8. The term of office of the initial members of the Committee shall commence upon execution hereof and shall continue until December 31, 2002. Thereafter, the term of office of members of the Committee shall be for two calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by special election, (or appointment by Developer, if applicable, pursuant to the terms of Paragraph B. 6, above).

9. All meetings of the Committee shall be open to the Owners. The annual meeting shall be held upon not less than three days prior written notice to all of the Owners. Meetings of the Committee for the purpose of carrying out its duties and powers as set forth herein may be held from time to time without notice. Two members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

10. The Committee shall have the following duties:

(a) To provide for the maintenance of improvements in the Common Areas;

(b) To establish dates and procedures for the election of members of the Committee.

11. The Committee shall have the following powers:

(a) To take such action as may be necessary to cause the Common Areas to be maintained, repaired, landscaped (where appropriate), and kept in good, clean and attractive condition.

(b) To take such action as may be necessary to enforce the provisions of Paragraph A.8, A.9, A.10, A.11, above.

(c) To enter into contracts and employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder; and

(d) To levy and collect assessments in accordance with the provisions of Paragraph B.12, below.

(e) To perform such other obligations of the Committee, or on behalf of the Association, as described herein.

12. The Committee shall levy and collect assessments in accordance with the following:

(a) The Owner of each lot shall be subject to a general annual charge or assessment equal to his pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration at the time of the assessment. Said costs shall include, but not be limited to: taxes, insurance, repair, replacement and additions to the improvements made to the Common Areas; equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section B.

(b) Assessments shall be approved at the duly convened annual meeting of the Committee;

(c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner.

(d) Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice, as the case may be;

(e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid; such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made;

(f) The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving full notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due, record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner;

(g) Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association;

(h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

(i) Notwithstanding the foregoing, Waukesha County and the Village shall not be liable for any general annual charge or assessment or other fees or liens in the event that Waukesha County or the Village becomes the Owner of any lots in the subdivision by reason of tax delinquency.

13. During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Areas in addition to those then in existence (herein referred to as "Additional Improvements") without the written approval of the Developer. After the initial term, the Committee shall not have the power to make Additional Improvements having a cost in excess of five thousand dollars ($5,000.00) without the consent of eighty percent (80%) of the then current Owners. Additional Improvements are those which were not a part of the original development plans and maintenance of those improvements.

14. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the members or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

15. Failure of the Association or the Committee to enforce any provisions contained in this Section B, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

16. In the event the Association does not properly landscape or maintain any area or items as provided herein, the Village may send written notice to the Association indicating that the Village has determined that the above-noted landscaping and/or maintenance has not properly been performed and further indicating that the Village may perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, the Village shall then have the authority to landscape and/or maintain the areas referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.60 (16), Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village, such charges shall become a lien upon the lot owners as provided in Section 66.60 (15), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.60 (16), Wis. Stats.

C. AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least sixty percent (60%) of the votes in the Association; provided however, that any such action must also be approved in writing by (i) the Village and (ii) the Developer so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording, in the office of the Register of Deeds for Waukesha County, Wisconsin.

D. GOVERNMENTAL REQUIREMENTS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all laws, rules, codes, regulations, and ordinances of the Village of Nashotah, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village, County, State or federal law or regulation, the more restrictive shall apply.

E. NOTICE OF PERMANENT OPEN SPACE EASEMENT

Please take notice that the following open space easement affecting the Nashotah Farms Subdivision has been recorded with the Final Plat of the Nashotah Farms Subdivision, and shall bind the subject lands as described therein;

Permanent Open Space Easement: Developer hereby grants and conveys to the Village of Nashotah a perpetual open space easement on, over, under and across all outlots, open space and common areas of the subdivision (the "Easement Property"). Said Easement Properties shall not be divided or developed; no structures, vehicles, or physical materials of any kind may be located on the Easement Properties; no grading or other physical alteration of the Easement Properties may be made; and no uses shall be made of the Easement Properties; except as may be specifically allowed by written consent of the Village of Nashotah Board, and any such exception shall be strictly limited to the subject and duration of the consent that may be granted. This permanent open space easement herein granted shall run with the land and enure to the benefit of and be binding upon the parties, their heirs, legal representatives and assigns. This easement shall not operate to convey to the Village of Nashotah the fee interests of the Easement Properties, or any one of them.

F. RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS

Developer hereby reserves the right to grant and convey easements to the Village and/or to any public or private utility company, upon, over, through or across those portions of any Lot in Nashotah Farms within 10 feet of any lot line for purposes of allowing the Village or utility company to furnish gas, electric, sewer, cable television or other utility service to any lot(s) or through any portions of Nashotah Farms or for purposes of facilitating

drainage of storm or surface water within or through Nashotah Farms. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in Nashotah Farms to persons other than a Successor-Developer.

G. DENSITY IS CONTINGENT UPON MAINTENANCE OF OPEN SPACE

The Nashotah Farms Subdivision is a planned unit development and the density of the planned unit development is contingent upon the perpetual care and maintenance of the outlot parcels and open space areas, and the same must be maintained as open space pursuant to the Village of Nashotah.

H. NOTICE OF CONDITIONAL USE PERMIT

The Nashotah Farms Subdivision is subject to a conditional use permit issued by the Village of Nashotah entitled "Village of Nashotah Order Granting a Conditional Use Permit and Prescribing Conditions for Wozniak Co. to Construct a Planned Unit Development Known as Nashotah Farms in the Village of Nashotah," issued on or about June 2000. All terms and conditions of said conditional use permit are hereby incorporated herein, as though fully set forth herein, and they shall be restrictions upon the Subject Property. In the event of a conflict between the requirements of these deed restrictions and the conditional use permit incorporated herein, the more restrictive provision shall apply.

I. DURATION OF RESTRICTIONS

These restrictions and any amendments thereto shall be in force for a term of forty (40) years from the date this Declaration is recorded; upon the expiration of such initial 40-year term or any extended term as provided herein, this Declaration shall be automatically extended for successive terms of ten (10) years each, unless prior to the end of the then-current term a notice of termination is executed by the Owners of at least ninety percent (90%) of all lots subject to this Declaration (and their mortgagees) and is recorded in the office of the Register of Deeds of Waukesha County, Wisconsin. These restrictions shall be deemed to run with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner, and to the extent permitted by paragraph B.15, above, the Village of Nashotah, Waukesha County, Wisconsin.

IN WITNESS WHEREOF, the undersigned, being the authorized signatory of NASHOTAH DEVELOPMENT, LLC, has executed this Declaration of Restrictions this 26 day of July, 2000.

NASHOTAH DEVELOPMENT, LLC

BY: Todd Wozniak

Todd A. Wozniak, Manager
Authorized Signatory

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 26 day of July, 2000, the above-named Todd A. Wozniak, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Peggy S Chapman
Notary Public, Waukesha County,
State of Wisconsin
My Commission: 8-12-2002

This instrument was drafted by:
Wozniak Co.
N21 W28121 Domecki Ct.
Pewaukee, WI 53072

EXHIBIT "A"
Declaration of Restrictions for Nashotah Farms Subdivision

NASHOTAH FARMS

Building and Site Development Requirements

Nashotah Farms is an innovative design layout for a high quality residential community that will be compatible with adjacent land uses and maintain the lands existing environmental qualities as common open space. The common areas, which all residents will be able to enjoy, will have generous amounts of landscaping, recreational opportunities and buffers to enhance the quality of the development. Deed Restrictions for this community will help to promote a higher quality development. The following guidelines should be considered when designing your home:

Home Size

Minimum home sizes shall conform to the recorded Declaration of Restrictions, which is a minimum 2,200 square feet for one story homes, 2,400 square feet for one and one-half story and two story homes.

Garages

Homes shall have a minimum of an attached (2) two car garage. The minimum size is 480 square feet and a maximum size of 1,200 square feet. Garage entrances must be on the side of the building.

Windows

When shutters are used on the front of the home, they shall also be used on appropriate windows on the sides and rear. Standards shall also apply to window casings, window grids and trim features. Casings of at least four inches in width must be used on all windows without shutters and on all doors. The Developer may require the placement of windows in walls that would otherwise be blank or featureless.

Siding

The exterior walls of the home and attached garage must be constructed of wood, brick, stone or other natural material and in no event will aluminum, vinyl or steel siding be acceptable. Windows may be vinyl or aluminum clad and shutters may be textured vinyl. Garage and services doors may be wood or steel and must have a raised panel or similar decorative design. The variety of exterior materials should be kept to a minimum and must be used consistently on all elevations.

Masonry

The exterior portion of all chimneys shall be of full masonry construction or shall have a masonry veneer. If masonry is used on the exterior walls it should, if possible, terminate only at an inside corner. The same provisions shall also apply to exterior panels of other material, such as, vertical siding, etc. In the event it is not possible to terminate these materials at an inside corner, the materials must then terminate at a corner board at least (6) six inches in width.

Landscaping

The home and attached garage must be completed within one year from the start of construction. This shall include seeding and/or sodding the entire lawn and installation of a paved driveway. Also, within one year from purchasing the property the owner is required to plant one 3" minimum diameter tree at the road or front lot line with its location being approved by the Developer. This tree shall be one of the following varieties:

- Green or American Ash Cultivars
- Norway and Sugar Maple Cultivars
- Honey Locust Cultivars
- Linden Variety Cultivars

In no case shall columnar varieties be permitted. This tree planting requirement does not exclude the owner from providing a more detailed and extensive landscaping plan for the entire property. This landscaping plan shall also be submitted and approved by the Developer within one year from the start of construction on the residence. This does not require the installation of all landscaping amenities within the first year, but will provide the Developer with your overall landscaping objectives.

Roof

All two story and story and one-half home roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers on a story and one-half home. All one story home roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by the Developer. Shingles shall be, at a minimum, a Class A, 30 year warranty, self sealing dimensional shingle or another material of similar or greater life.

Yard Grade

All house plans, yard grades and stake out surveys shall be approved by the Developer prior to any construction. Yard grades shall be consistent with the subdivisions approved Master Grading Plans, which have been prepared by the Developer, and accepted by the Village, and grading for said lots shall not deviate from those plans. Copies of the Master Grading Plan are on file in the office of the Developer, and in the offices of the Village and its Building Inspector. Any deviation of the approved yard grades shall be subject to approval from the Village and the Developer. The Developer may require on sloping lots that certain basement walls be exposed to minimize the impact on drainage and to allow for a more natural transition between homes. Any exposed basement or foundation walls shall be covered with masonry veneer, plaster or siding materials used on the walls above.

Miscellaneous

- There is a sewer hook-up fee. The fee for the year 2000 is $2,650.00, which is due and payable to the Village prior to issuance of a building permit. The fee changes annually so contact the Village Clerk for the current rate. Each individual lot is to be served by private wells.

- Homes that are too similar in appearance will not be permitted to be constructed in close proximity to one another.

- Exterior materials should be kept to a minimum and be consistent on all elevations.

- The number of exterior colors should also be kept to a minimum. It is recommended that a maximum of two colors be used on the walls and trim and one color for items, such as, shutters and doors.

- Garages shall be constructed on the high side of the lot unless another location is approved in writing by the Developer.

- The deed restrictions prohibit accessory structures, such as, storage sheds so sufficient space within the building should be designed for storage.

- The Developer must approve any proposed fences, decks, swimming pools, retaining walls and other landscape features. All swimming pools must be in-ground. The desire is to have no fences constructed within the Development other than those installed by the Developer. If they are necessary, such as to surround a pool, they are to be of a decorative style with no chainlink or privacy fences allowed. Retaining walls are to be constructed of natural stone or wood timbers. Satellite dishes may not have a diameter in excess of (24) twenty four inches and are to be placed, to the extent possible, in a location that is not visible from any road.

- Upon completion of their home, each owner is required to install a Developer specified outdoor electric post lamp with a switched control and shall have a bulb not to exceed 75 watts. The location of this post lamp shall be on the front lot line and (8) eight feet from the house side of the driveway. The post lamp shall be maintained by the lot owner in a proper operating manner. Each owner is also required to install a Developer specified mailbox and post. The mailbox location will be as directed by the local Postmaster and/or the Developer. Maintenance and repair of the mailbox is the responsibility of the lot owner and if destruction or age requires replacement the same type and style shall be installed. The estimated cost of this post lamp and mailbox is $800.00 and shall be paid at closing.

- Each lot owner, at the time of home construction, shall be responsible for grading his lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage on to neighboring properties. In addition, at the time of construction, erosion control measures shall be installed and maintained according to the standards and specifications set forth in the Wisconsin Construction Site Best Management Practices Handbook and/or local ordinances.

As provided for in the Declaration of Restrictions for Nashotah Farms in Paragraph A. 14, the Developer and/or the Homeowners Association has the right to modify these guidelines and the building and use restrictions, with final approval from the Village Planning Commission, if in its opinion, the modifications or variances are consistent and compatible with the overall development objective.

It is the intention of the Developer to assist the potential lot owners in achieving a compatible arrangement of quality homes. Please consider these requirements when discussing the project with your architect, home designer or builder.