DECLARATION OF RESTRICTIONS

FOR

LONE OAKS AT GERMANTOWN

KNOW ALL PERSONS BY THESE PRESENTS; that FRED Germantown Land Development Limited Partnership is a limited partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at 225 E. Mason Street, Milwaukee, Wisconsin (herein referred to as the "Declarant," which term shall also include any duly authorized agent of the Declarant, including, but not limited to, the Developer, as defined below). The Declarant is the owner of certain real estate located in the Village of Germantown, Washington County, State of Wisconsin, as more particularly described on EXHIBIT A attached hereto, and hereafter referred to as "Lone Oaks". The Declarant desires to develop Lone Oaks as a single family residential subdivision, and the Declarant has hired Fiduciary Real Estate Development, Inc. (hereafter the "Developer") as the developer of Lone Oaks for the purpose of developing Lone Oaks as a single family residential subdivision. As provided herein, the Declarant and the Developer desire and intend to establish a general plan for the use, occupancy and enjoyment of Lone Oaks, and therefore do hereby declare for the mutual benefit of present and future owners of lots or other lands in Lone Oaks, including, but not limited to, any future stages of development added to Lone Oaks as provided in Article C herein, that Lone Oaks shall be and hereby is subject to the following restrictions, declarations and covenants:

ARTICLE A

BUILDING AND USE RESTRICTIONS.

1. All single-family residential lots in Lone Oaks (hereafter referred to as a "Lot" or "Lots") are hereby restricted to allow the erection of only one (1) single family residence (hereafter referred to as a "Residence"). Such Residences shall be limited to one story Residences, story and one-half Residences, two story Residences, tri-level Residences or split level Residences. Each Residence shall have an attached garage which shall be of sufficient size to accommodate a minimum of two cars. Lone Oaks is zoned Rs-5 by the Village of Germantown, and only single family residential dwellings are permitted pursuant to such zoning. No duplexes or multi-family dwellings shall be permitted in Lone Oaks.

2. The following minimum sizes for a Residence in Lone Oaks shall be based solely on living area within the Residence. For the purpose of computing the square footage of living area within a Residence, the basement level or garage area of a Residence shall not be included in the square footage. All Residences in Lone Oaks shall have the following minimum living areas:

A. A single story Residence shall have a minimum of 1,600 square feet of living area on the first floor of the Residence.

B. A story and one-half Residence shall have a minimum of 2,000 square feet of living area, with a minimum of 1,300 square feet of living area on the first floor of the Residence.

C. A two-story Residence shall have a combined minimum of 2,000 square feet of living area on the first and second floors of the Residence.

D. A split level Residence shall have a combined minimum of 2,000 square feet of living area on the first and second floors of the Residence.

E. A tri-level Residence shall have a combined minimum of 2,000 square feet of living area on the three floors of the Residence.

3. All garages shall be attached to the Residence, directly or by breezeway, or built into the basement of the Residence, and all garages shall be constructed at the same time the Residence is constructed. All driveways shall be paved (with asphalt, cement or brick).

4. During construction of a Residence or any other permitted improvement, all Owners, and all contractors and subcontractors, shall comply with the erosion control plan requirements set forth in the attached Exhibit B.

5. It is preferred that the exterior wall of a Residence and attached garage be constructed of structural face brick, stucco, stone, wood, or other natural materials. The use of manufactured siding materials such as pressed board, masonite, plywood, vinyl, aluminum or steel is appropriate. Staccato board is acceptable if no seams are exposed and the materials are approved by the Declarant. All roof areas shall have an appropriate pitch of six feet in height for every twelve feet in length (6/12), except for rear dormers on a story and one-half residences and other special circumstances if the same are approved in writing by the Declarant, and all roof areas shall be covered with fiberglass, asphalt, or wood shake shingles or other roofing material; provided, however, the Declarant shall have the right to approve other roofing materials if they are of comparable or superior quality and are better suited to the approved building design of the Residence.

6. Any Residence, attached garage, landscaping and/or paved driveway shall be completed within one (1) year from the start of construction, subject to delays caused by adverse weather and other adverse seasonable conditions.

7. The minimum setback for a Residence from any abutting street right-of-way shall be 35 feet, the minimum side yard setback shall be 15 feet, and the minimum rear yard setback shall be 35 feet. Driveways shall be permitted within the minimum 15 foot side yard setback.

8. In order to maintain the integrity and aesthetics of Lone Oaks, all building plans for any Residence or other permitted improvement, including, but not limited to, the exterior design and color of each building to be constructed, and all yard grades and stake out surveys showing erosion control measures shall be submitted to the Declarant and the Declarant shall have approved the same in writing prior to an Owner (or its agents or contractors) submitting an application for a building permit. In addition, landscape plans and basic site features such as fences, decks, inground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of Lone Oaks are subject to the prior written approval of the Developer. The Declarant's approval of building design, square footage requirements, building location, and any other restriction influencing the integrity and aesthetics of Lone Oaks shall be based upon the building and use restrictions contained in this Article A and such guidelines as may be adopted from time-to-time by the Declarant, at Declarant's reasonable discretion. The Declarant shall have the right to withhold exterior design, exterior material, and square footage requirements approval if the design and square footage requirements are too similar in appearance or do not aesthetically conform with the other buildings in close proximity, it being the intent of the Declarant to maintain diversity in appearance and design in Lone Oaks.

9. At the time of construction of a Residence, the Owner of that Residence shall install, at the Owner's expense, one (1) outdoor electric lamppost (the design and quality of which shall be specified by the Declarant), with an unswitched photo-electric cell, at a location on the Lot selected by Declarant, which shall be within ten (10) feet of the access street right of way and aligned with the front entrance or walkway to the residence (per Section 19.02(12) of the Municipal Code) The lamppost shall be maintained by the Owner, at their cost, in a proper operating manner. If the Owner fails to maintain the lamppost in proper operating order, maintenance of the lamppost may, fifteen (15) days after written notice to the Owner, be performed by the Declarant and the cost of such maintenance shall be a Special Assessment against the Owner, payable according to the terms and conditions contained in Article B hereof.

10. No soil shall be removed from any lot in the Subdivision without the prior consent of the Declarant or its duly appointed agent. Any excess soil resulting from excavations shall be transported, at the lot buyer's expense, to such other places in the Subdivision or on other property as may be designated by the Declarant. If the Declarant, after notification from the Lot Owner, fails or neglects within forty-eight (48) hours to notify the Lot Owner of the place to which fill is to be delivered, the Owner may dispose of said fill at his own discretion. Failure to comply with this paragraph shall render Lot Owners liable for damages equal to the cost of acquiring the same amount and quality of fill improperly disposed of, plus the cost of delivering the same from its source to the parcel designated.

11. The design (including materials) and location of each mailbox/newspaper box shall be subject to the approval of the Declarant, in Declarant's discretion.

12. There shall be no outside storage of cars, motorcycles, snowmobiles, jet skis, boats, trailers, buses, trucks or campers, or any other vehicles or items deemed to be unsightly by the Declarant. The outside storage or parking of commercial vehicles is expressly prohibited, and any commercial vehicle must be housed in a garage.

13. There shall be no out-buildings, above ground swimming pools, tennis courts or satellite dish antennas (having a diameter in excess of twenty-four (24) inches). No antenna or permitted satellite dish shall be visible from any roadway or neighboring Lot.

14. No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Residence or other permitted improvement) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition or that will be obnoxious or offensive to the eye in the opinion of the Declarant. Trash, garbage, refuse, debris or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary covered containers, which are stored out of sight of the street and adjacent property.

15. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

16. No exterior detached dog kennel or house detached from the main structure shall be constructed or maintained on any Lot. No Lot Owner shall keep any pet or pets which create a nuisance. The maximum number of household pets shall be in accordance with the Village of Germantown ordinances covering such pets. All farm animals, poultry, horses, etc., and all animals kept for commercial purposes shall be prohibited under any circumstances.

17. The storm water retention ponds located on Outlots 4 & 5 (as shown on the Plat of Lone Oaks) have been created and were required by the Village of Germantown to assist in the removal and detention of storm water from Lone Oaks. The storm water retention ponds are not intended to be used for swimming or recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Any persons entering into or using the storm water retention ponds either intentionally or accidentally do so at their own risk. By purchase of a Lot in Lone Oaks, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the Declarant, the Developer, the Lone Oaks of Germantown Homeowners Association, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention ponds. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Declarant, the Developer, the Lone Oaks of Germantown Homeowners Association, and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention ponds.

18. The following constitute specific restrictions on individual Lots in Lone Oaks, and nothing contained in this Section 18 shall in any manner invalidate the effect of the more general restrictions contained in this Article A on said Lots:

A. No structure of any kind shall be permitted within a "vision corner" (as shown on the Plat of Lone Oaks) which exceeds two (2) feet above the elevation of the intersection, except for necessary highway and traffic signs, public utility lines and open fences through which there is clear vision. No vegetation or other plant material shall be permitted which obscures safe vision of the approaches to any intersection in Lone Oaks.

B. Landscaped areas within the easements of the Development shall be maintained by the owners of the lots on which the easement is platted.

C. Any drainage easement shall be maintained free of obstruction by the owners of the lots on which the easement is platted.

D. All trees in the planting easements in lots 16 through 25, as shown on the plat, shall be maintained by the individual Lot Owner. Owner shall not be allowed to remove any trees in this easement without Declarant's approval.

19. Plans showing exact locations and construction details of fences, walls, hedges or mass screening plantings shall be submitted to the Declarant and be approved before they may be constructed or planted. No fences erected on any Lot effected by these declarations shall be higher than six (6) feet from the graded surface of the ground on which said fence is erected. No perimeter Lot fencing shall be permitted. In the event the fence restrictions and ordinances of the Village of Germantown are more restrictive from time to time than the restrictions contained herein, the Village of Germantown restrictions and ordinances shall control and supersede the terms and conditions contained herein.

20. All Lots shall be graded immediately upon completion of construction of a Residence, and the grade shall thereafter be maintained to comply with the comprehensive grading plan for Lone

Oaks approved by the Village of Germantown. Strict compliance with such grading plan shall be enforced so as to prevent the discharge or redirection of storm water onto any adjacent Lots.

21. The Declarant shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Owner violating the terms, conditions or restrictions contained herein shall be personally liable for and shall reimburse the Declarant for all costs and expenses, including attorneys' fees, incurred by the Declarant in enforcing the terms, conditions and restrictions contained in this Declaration. Any Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Owner's Lot without first obtaining the prior written approval of the Declarant shall, at the Declarant's discretion, be required to remove such improvement or improvements in their entirety at the Lot Owners' expense. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant.

22. The Owners, by the purchase of their Lots, agree that the Declarant shall not be held liable for any good faith decision or decisions made by the Declarant in enforcing the terms, conditions and restriction contained herein and in preserving the integrity, and the natural beauty of the Lone Oaks.

23. At such time as the Declarant determines, in its discretion, the Declarant shall delegate or assign the authority and responsibilities of the Declarant contained herein to the Lone Oaks of Germantown Homeowners Association established according to Article B herein.

24. The Village of Germantown shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge the lot owners for costs incurred and the right to enforce collection of such amounts in accordance with SS66.60(16) of the Wisconsin Statutes.

ARTICLE B

LONE OAKS OF GERMANTOWN HOMEOWNERS ASSOCIATION.

1. An unincorporated association (herein referred to as the "Association") of the Owners of land in Lone Oaks (and all future stages of development as provided in Section C herein), is hereby created for purposes of: (a) owning, managing and controlling the common affairs of Lone Oaks, (b) owning, managing, controlling and maintaining any Common Areas in Lone Oaks (as defined below), and, (c) performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "Lone Oaks of Germantown Homeowners Association."

2. The term "Common Areas" shall include the following areas of Lone Oaks, and any areas designated as Common Areas in any future stages of development of Lone Oaks added to this Declaration in accordance with Section C (hereafter referred to as "Future Stages of Development"):

A. All Outlots, Conservancy Areas and Common Areas of Lone Oaks, as shown on the Plat of Lone Oaks, now or hereafter owned by the Declarant, any Lot Owner and/or the Association.

B. Any area of easements granted to the Association by Declarant as indicated on the final Plat of Lone Oaks over portions of the lands subject to this Declaration.

C. The grass area and any fencing and landscaping contained within the public rights-of-way of any public roadway adjacent to or included with the lands subject to this Declaration.

All Common Areas and related facilities shall be used for the common benefit of the Owners of Lots in Lone Oaks. Such Common areas shall not be used for recreational or any other activities by any Lot Owner unless in accordance with the terms, conditions and restrictions contained herein

or as are hereafter adopted or otherwise approved by the Association. The Declarant shall have the right to erect a sign in the Outlots and common areas to promote the sale of lots in the Subdivision. Any signs, monuments, structures or other common facilities constructed by the Declarant or the Association on any Common Areas shall be operated and properly maintained and repaired by the Declarant or the Association (as the case may be) so as to be neat and attractive in appearance. The Association shall properly maintain the Common Areas so that they are neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation). The Association shall maintain all storm water drainage facilities (retention ponds) so as to ensure that they function properly. The obligation to maintain the storm water retention ponds includes, but is not limited to, the obligation to clean and dredge such facilities as necessary. Any plantings or signs placed in Lone Oaks by the Declarant or the Association at any of the entry locations to the subdivision shall also be considered Common Areas, and shall be cared for and maintained in the same manners as described above. Any portion of the Common Area within the public street right-of-way may only be improved or altered with the consent of the appropriate public authorities.

3. 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 have been appointed by the Declarant and shall be Bradley J. Wilson, Rhonda K. Kenney, and Terri J. Hansen.

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

5. The term of office of the initial members of the Committee shall commence upon the date of recording of this Declaration and shall continue until two calendar years after the year in

which Declarant no longer owns seventy-five (75%) of the Lots then subject to this Declaration (provided, however, in the event the Declarant, during such two (2) year period, adds Future Stages of Development to this Declaration pursuant to Article C herein which results in Declarant again owning twenty-five percent (25%) or more of the Lots subject to the Declaration, then the initial term of the Committee shall continue in full force and effect until two (2) years after such time as Declarant no longer owns seventy-five percent (75%) of the Lots then subject to this Declaration). During such initial term, Declarant shall have the right to appoint, remove or replace all three members of the Committee. Declarant may relinquish or reassert all or any part of the rights provided to the Committee or the Association at any time or times during such initial term.

6. Subject to the rights of Declarant as provided in Article B, Section 5 above, each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. The Owners of a Lot (whether the Lot is owned singularly or collectively) shall have one (1) vote in the affairs of the Association for each Lot owned.

7. After the initial term as provided in Article B, Section 5 above, the term of office of members of the Committee shall be for two (2) 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 of the Association.

8. All meetings of the Committee shall be open to all Owners, and shall be held upon not less than three (3) days prior written notice to all of the Owners. Two (2) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote. The Committee shall call a meeting of all of the Owners of the Association no less than one (1) time per calendar year.

9. The Committee shall have the following duties:

A. To provide for the maintenance of improvements in the Common Area;

B. To establish dates and procedures for the election members of the Committee;

C. To promulgate operating procedures for the conduct of the Association's and the Committee's affairs;

D. To enforce the terms, conditions and restrictions contained in this Declaration according to the terms thereof; and;

E. Establish an Architectural Review Board (as hereinafter defined) if so delegated by the Declarant pursuant to Article A, Section 23 herein. Such Architectural Review Board shall consist of three (3) persons appointed by the Committee. No Owner of a vacant Lot (except for the Declarant) shall have the right to serve on the Architectural Review Board. Upon the delegation of the Declarant's authority under this Declaration to the Architectural Review Board, the Architectural Review Board shall have all of the rights and obligations of the Declarant pursuant to Article A herein.

10. The Committee shall have the following powers:

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

B. To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder;

C. To levy and collect assessments in accordance with the provisions of Article B, Section 11, below; and;

D. To do anything or take any other action which is incidental to or necessary for the Committee to perform its duties and discharge its obligations under this Declaration.

11. 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 ("General Assessment") equal to its pro rata share of the costs incurred or anticipated being incurred by the Association in performing its duties and discharging its obligations hereunder. 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 (including Future Stages of Development) 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 terms, conditions and restrictions contained in this Declaration. The Committee shall also have the power to levy a special assessment ("Special Assessment") against any individual Lot Owner for the failure of such Lot Owner to: maintain said Owner's Lot in accordance with the reasonable standard of the subdivision; maintain the lamppost required under Article A, Section 9 herein; and/or, failure of said Owner to comply with the terms, conditions and restrictions contained in this Declaration. Herein General Assessments and Special Assessment are sometimes collectively referred to as "Assessments."

B. Assessments shall be approved at a duly convened 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 be due and payable on or before 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, and such unpaid Assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been 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 Washington County, Wisconsin, giving 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 or the collection of an Assessment shall be borne by the effected 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 Association 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 Assessments 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. The effected Owner shall be responsible for all of the Association's costs in collecting the Assessment, including, but not limited to, attorneys' fees.

12. During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Area 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 One Thousand Dollars ($1,000.00) without the consent of ninety percent (90%) of the then current Owners.

13. 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 member 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.

14. Failure of the Association or the Committee to enforce any terms, conditions or restrictions contained in this Declaration, 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.

ARTICLE C

FUTURE STAGES OF DEVELOPMENT OF LONE OAKS

The Developer, its successors and assigns shall have the right, after the effective date hereof, to add Future Stages of the Development to the real estate subject to this Declaration, provided such Future Stages of Development are or become adjacent to the real estate which is or becomes subject to this Declaration or any supplemental declaration. The Future Stages of Development authorized under this Article C shall be added by recording a Supplemental Declaration of Restrictions with respect to such Future Stages of Development which shall extend the provisions of this Declaration to such Future Stages of Development, and shall indicate any provisions which differ from the provisions of this Declaration or any prior Supplemental Declaration. Except with respect to increasing the number of Lots and adding to the Common Areas, and all amendments and modifications incidental thereto, such Supplemental Declarations shall not otherwise revoke, modify, amend or add to the covenants established by this Declaration or any prior Supplemental Declaration.

ARTICLE D

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 seventy-five percent (75%) 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 Declarant so long as it shall be a Lot 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 Washington County, Wisconsin.

ARTICLE E

ROADS

Certain roads in Lone Oaks and Future Stages of Development terminate or may terminate at the then current boundaries of the subdivision. Owners are hereby put on notice that said roads (or any other roads which may be located over Outlots owned by the Declarant) may be connected with or extended to other roads in Future Stages of Development or in lands owned by others if such extension or connection is approved by the Village of Germantown, Washington County or other public entities having jurisdiction. No owner shall have the right to object to any such road extension or connection, nor shall any Owner have the right to claim that it has incurred a loss or damage as a result thereof.

ARTICLE F

TERM AND BINDING EFFECT

This Declaration and any amendments shall be in force for a term of 30 years from the date the Declaration is recorded. Upon the expiration date of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of 10 years, unless prior to the end of the then-current term a Notice of Termination is executed by the Owners of at least seventy-five percent (75%) of all Lots and their mortgagees, is consented to by the Village of Germantown, and is thereafter recorded in the Office of the Register of Deeds of

Washington County. This Declaration shall be binding upon all Owners and any other person claiming under or through the Declarant.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions this 7th day of December, 1994.

FRED-Germantown Land Development Limited Partnership, a Wisconsin Limited Partnership

By: FIDUCIARY REAL ESTATE DEVELOPMENT, INC., General Partner

By: _____
William R. Arpe, President

Attest: _____
Donald S. Wilson, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

Personally came before me this 7th day of December, 1994, the above-named William R. Arpe, President, and Donald S. Wilson, Secretary, of Fiduciary Real Estate Development, Inc., to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in such capacity.

_____
Rhonda K. Kenney
Notary Public, County of Milwaukee
State of Wisconsin
My Commission: 8/4/96

EXHIBIT A

Legal Description of Lone Oaks

Fiduciary Real Estate Development, Inc. is the "Developer" of Lone Oaks, being a part of the NE 1/4 and NW 1/4, of the NE 1/4 OF SECTION 33, T.9N., R.20E., Village of Germantown, Washington County, Wisconsin.

EXHIBIT B

Erosion Control Standards

To protect the retention ponds and the storm sewer system in Lone Oaks, the purchaser shall prevent soil erosion and sedimentation by:

1. Installing and maintaining a gravel entrance (6 inches of 2 to 3 inch aggregate, 7 feet wide and 50 feet long or the distance from the road to the construction area, whichever is less) requiring all vehicles to use that entrance;
2. At the end of each work day, cleaning up any soil tracked onto the road;
3. Locating all soil piles at least 25 feet from any downslope road, ditch or drainageway; immediately placing silt fence on the downslope side of all soil piles;
4. As soon as gutters are installed, placing extenders on all downspouts to route roof water to a stabilized area; continuing use of the extenders until vegetation is established, and;
5. Sodding, or seeding and mulching, the Lot within 60 days after the occupancy permit is issued; maintaining the sod or seed by watering and any necessary replanting. (For homes with occupancy permits issued between September 1 and April 30, the Lot shall be covered with mulch within 30 days after the occupancy permit is issued and the mulch shall be maintained until the Lot is sodded or seeded. For these Lots, sodding or seeding shall be completed by June 1.)

All erosion control measures shall be installed and maintained according to the best standards and specifications set forth in the Wisconsin Construction Site Best Management Practice Handbook, the Wisconsin Soil Conservation Service Field Technical Guide, or adopted by the Lone Oaks County Land Conservation Department.

ADDENDUM #1 to:

DECLARATION OF RESTRICTIONS
FOR
LONE OAKS AT GERMANTOWN

Page 6, Section 13 of the Lone Oaks Covenants shall be amended to read as follows:

There shall be no outbuildings, tennis courts, satellite dish antennas (having a diameter in excess of twenty-four (24) inches). No antenna or permitted satellite dish shall be visible from any roadway or neighboring lot. **Above ground swimming pools that remain up year round shall not be permitted. Wading pools and pools that are inflatable or of vinyl material are permitted. Pools shall be no larger than eighteen feet in diameter and depth of pool shall be no deeper than thirty-six inches. The said pool cannot be of any metal material that may rust or look undesirable to the area. No pools should be set up before Memorial Day and must be taken down no later than Labor Day.**

This addendum should be attached to your copy of the covenants.
5/20/04

Addendum #2 to Declaration of Restrictions For Lone Oaks at Germantown Effective October 29, 2012

Page 6, Article I, Paragraph 13 shall be deleted and is herby amended to recite as follows:

There shall be no outbuildings, tennis courts, satellite dish antennas (having a diameter in excess of twenty-four (24) inches). No antenna or permitted satellite dish shall be visible from any roadway or neighboring lot. Above ground swimming pools that remain up year round shall not be permitted. Wading pools and pools that are inflatable or of vinyl material are permitted. Pools shall be no larger than eighteen (18) feet in diameter, and the height of the pool shall be no higher than forty-eight (48) inches. Said pool cannot be of any material that may rust or look undesirable to the area. No pools should be set up before Memorial Day and must be taken down no later than Labor Day.

This amendment shall constitute a covenant which runs with the land and shall be enforceable against any Lot Owner or any Lot Owner's successors, grantees or assigns.

This addendum should be attached to your copy of the covenants. If you need a copy of the covenants please contact an association officer.

Addendum #3 to Declaration of Restrictions For Lone Oaks at Germantown

Page 6, Article A, Section 13 shall be deleted and is hereby amended to recite as follows:

There shall be no ~~**outbuildings,**~~ tennis courts~~**,**~~ **or** satellite dish antennas (having a diameter in excess of twenty-four (24) inches). No antenna or permitted satellite dish shall be visible from any roadway or neighboring lot. Above ground swimming pools that remain up year round shall not be permitted. Wading pools and pools that are inflatable or of vinyl material are permitted. Pools shall be no larger than eighteen (18) feet in diameter, and the height of the pool shall be no higher than forty-eight (48) inches. Said pool cannot be of any material that may rust or look undesirable to the area. No pools should be set up before Memorial Day and must be taken down no later than Labor Day.

Outbuildings are permitted provided they are constructed in accordance with the following:

1. The outbuilding shall be no smaller than 8’ x 8’ and no larger than 12’ x 12’.
2. The outbuilding shall be secured to and built upon a concrete footing (poured or block).
3. The outbuilding shall be stick built, not constructed of molded plastic or similar preformed material.
4. The outbuilding shall include at least one (1) access door and one (1) window.
5. The roof line of the outbuilding shall be constructed to match that of the main dwelling.
6. The outbuilding materials and colors (siding/roof/trim) shall match that of the main dwelling.
7. The outbuilding must adhere to all village rules for outbuilding placement on property.

Prior to construction of any outbuilding:

1. Detailed plans, documenting the above, shall be submitted to the HOA committee for approval.
2. A building permit shall be obtained through the Village of Germantown, (262) 250-4760.