Document No.

Return To:
Atty. Jack A. Enea
P.O. Box 176
West Bend, WI 53095

DECLARATION OF RESTRICTIONS
FOR
EVERGREEN CANYON ESTATES
TOWN OF BARTON, WEST BEND, WISCONSIN

This Declaration is made this _____ day of _____, 2004 L & R Developer, LLC, hereinafter the "Developer".

WHEREAS, Developer is the owner of the property commonly known as Evergreen Canyon Estates, in the Town of Barton, Washington County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer desires to subject the residential Lots in said Evergreen Canyon Estates to the conditions, restrictions, covenants, reservations, and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall insure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

ARTICLE 1

LAND USE

1.01 BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall became effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms "Evergreen Canyon Estates" and "subdivision" as uses in this Declaration of Restrictions, are defined as the property described on the attached Exhibit A.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands described on the attached Exhibit A.

The term "common area" is defined as Outlots 1, 2, 3,4 and 5, the access easement between Lots 7 and 8, and the subdivision entrance piers, entrance signage, retention pond, and the landscaping associated with the same.

1.02 GENERAL PURPOSE

The general purpose of these restrictions is to assure that Evergreen Canyon Estates will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate location thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to
insure the highest and best residential development of property.

1.03 INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation, In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an

intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

1.04 ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Evergreen Canyon Estates is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as the Developer owns any Lot in the subdivision; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after Developer no longer owns any Lot in the subdivision, the Committee members shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for the purpose; and/or appointment as follows: by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U.S. Mail addressed to the last known owner and address as shown on the Tax Roll.

1.05 ARCHITECTURAL CONTROL

No building, swimming pool, fence, wall, driveway, tennis court light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Evergreen Canyon Estates Subdivision without the approval of the Architectural Control Committee contained in this Declaration. Once the Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Architectural Control Committee.

Upon approval by the Committee of all plans, designs, specifications and written proposals and upon receipt of all necessary municipal and governmental approvals and permits, a Lot Owner may commence construction in accordance therewith, provided that no substantial changes shall be made with respect thereto unless the prior, written approval from the Committee is obtained. In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements of the Town of Barton. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event it approves plans

which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

1.06 GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the Town of Barton, Washington 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 Town, County, State or Federal law or regulation, the more restrictive provisions shall apply.

1.07 SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement has been entered into by and between the Developer and the Town of Barton, a copy of which will be on file in the office of the Town Clerk of the Town of Barton.

ARTICLE 2

CONSTUCTION SPECIFICATIONS AND REQUIREMENTS

2.01 DWELLINGS AND OTHER STRUCTURES

All lots shall be used only for single family residential purposes, and such recreational and agricultural purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

The exterior siding of all dwellings shall consist of 100% of natural wood siding, natural stone, brick and/or stucco; unless approved by the Committee. No exposed poured concrete or concrete block over eight inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone.

The Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than 3 cars and not less than 2.5.
Outbuildings are permitted, provided they are approved, as to design and location, by the

Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single family residence on such Lot. All Lot Owners are further advised that outbuilding construction is also subject to applicable zoning ordinances by the Town of Barton, and may be prohibited or restricted unless a variance or conditional use permit is obtained.

2.02 MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Evergreen Canyon Subdivision shall have a minimum square footage of living space as follows:

A. Not less than 1,900 square feet for one story dwelling.
B. Not less than 2,400 square feet for two-story.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a bi-level or split level) be counted for purposed of determining minimum square footage of living space. The minimum square footage shall be determined as the time of initial construction, and shall not consider or include unfinished areas or future additions.

2.03 COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any Lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Committee.

During the time of construction the Lot Owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and that all access to the site is through the approved driveway, and by no other means or way. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. In the event that the owner or his contractor shall fail in this responsibility the Developer have the right to perform the necessary cleanup and/or make the necessary repairs and to obtain reimbursement for the expense incurred by the Developer, as set forth in Paragraph 9

below. During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

2.04 FAILURE TO COMPLY

In the event the Lot Owner and/or her contractors fail to comply with the cleanup requirements and/or the use of the approved driveway, and/or repair of any damaged drainage facilities and/or public right-of-way, and in the event the Developer, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the Town of Barton for the same, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses incurred by Developer for such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable actual attorney's fees. In the event the Lot Owner and/or the Lot Owner's contractors fail to comply with the architectural or other requirements or provisions of the Declaration, and in the event Developer retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer shall be entitled to recover, upon demand, from the owners of applicable Lot, jointly and severally, all costs and expensed, including but not limited to reasonable actual attorney's fees, incurred by Developer with respect to such enforcement.

2.05 PRESERVATION OF TREES

No existing live tree with a diameter of three inches or more at a height four feet above ground shall, without approval of the Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the Committee. Existing live trees with a diameter of three inches or more at a height four feet above the ground shall be considered by the Committee in granting approval for the location of the house, driveway and any and all other structures on any Lot.

2.06 BUILDING SETBACKS

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific Lot.

The building setbacks and offsets are:

60 feet minimum front yard
20 feet minimum side yard
30 feet minimum rear yard

The site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may required by the Committee.

2.07 DRIVEWAYS

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

2.08 HOUSE ELAVATIONS AND GRADING OF LOTS

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

2.09 MAILBOXES

Each Lot Owner shall purchase and install their mailbox from the Developer which will be in accordance with the other Lot Owners' mailboxes and comply with the Unites States Post Office requirements.

ARTICLE 3
USE RESTRICTIONS

3.01 NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or Outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3.02 OUTDOOR STORAGE

No trucks, commercial type vehicles, unlicensed vehicle, inoperable vehicle, boats, recreational vehicles, campers or a vehicle licensed as a truck or trailer of any kind may be parked or stored on any Lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not limited to: snowmobiles, trail bikes, travel trailers and campers, motor homes, and off road vehicles of any kind. Exception will have to be approved by the Association.

3.03 ANIMALS

No animals, livestock, poultry, reptiles or birds on any kind shall be raised, bred or kept on any Lot for commercial purposes or allowed to annoy neighbors. Lot Owners may keep no more than three dogs per lot. No pet shall be permitted on any of the Common Outlots while unattended.

3.04 GARBAGE AND REFUSE DISPOSAL

No Lot or Outlot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers and shall be suitably screened from view from the street and adjacent dwellings.

3.05 ELEVATED TANKS, POOLS AND SATELLITE DISHES

No elevated tanks of any kind shall be erected or placed within the development. In-ground pools may be installed on a lot and must comply with the Town ordinances. No above ground pools will be permitted. Satellite dishes in excess of 24 inches in diameter are not allowed. No dish antennas shall be attached to the front of any house, nor shall same be located in the front yard of the residence. Further, no more than one such dish type antennae shall be allowed on any building.

3.06 FENCING AND WALLS

No fences, walls or other similar structures shall be erected or constructed in the development without the prior written consent of the Committee. Decorative wood or stone type fences in the areas of the corner of each lot are permitted. Fencing for dog kennels need to be approved by the Committee.

3.07 MAINTAINACE OF VACANT LOTS

Vacant lots shall be periodically mowed so that grasses and weed growth is kept below 8" in height. The premises shall be kept free of refuse.

3.08 UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or 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 companies' secondary pedestals and the buildings on any Lots shall be paid by the owner of said Lot.

3.09 SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign not more than two square feet in size advertising the property of the owner, one sign not more than five square feet in size advertising the property for sale, a sign used by builder to advertise a residence for sale, or as model home, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial Lot sales in the subdivision, or one or more subdivision signs erected by the Developer and/or by the Association.

ARTICLE 4

OUTLOTS (COMMON OPEN SPACE) RESTRICTIONS

4.01 COMMON OPEN SPACE

The Developer and Owner, as part of the development of Evergreen Canyon Estates, has created open space and a retention pond as shown on the final plat of the development and designated as a common area. Such open space and retention pond are created for the common benefit and enjoyment of each lot owner in Evergreen Canyon Estates as natural conservancy and water retention. The upper open spaces in Outlots 1 and 2 will have trails and fields.
The lower canyon open space in Outlots 3, 4 and 5 has environmental corridor, woodlands and wildflower grasslands with ponds and streams for the enjoyment of all lot owners. Trails for hiking, riding horses, and mountain biking are available for the common use of all owners. The fishing pond has large-mouth bass and bluegills and will be stocked with rainbow trout,hybrid bluegill and perch.

4.02 USE RESTRICTIONS OF COMMON SPACE

Use of the common open space areas of Outlots 1, 2, 3, 4 and 5 shall be limited to the owner of Lots in Evergreen Canyon Estates and their guests. Each lot owner shall become the owner of an undivided one-twenty-fifth (1/25) interest in Outlots 1, 2, 3, 4 and 5 (common open space). With this ownership comes the requirement that each lot owner shall be responsible for an undivided one-twenty-fifth (1/25) share of the upkeep, maintenance and taxes of said outlots.

There shall be no use or discharge of firearms on any Lots or Outlots. There shall be no hunting of any kind on Lots or Outlots except for the possibility of some limited bow hunting. There shall be no cutting or removal of trees and shrubs from Outlots except for maintenance or removal of dead or damaged trees for safety. No motorized vehicles are allowed on Outlots including but not limited to; ATV's, dirt bikes, go carts, motorcycles, and automobiles. This includes no motorized boats on pond.

4.03 TRAILS

The Developer will establish trails, maintained by the Association, over portions of the common areas as depicted on the plat, with the exact location of such trails on such property to be determined by the Developer. The developer and the Association can give no assurance that the Trails will not be used by unauthorized persons or for unauthorized purposes. The owners of any of the lots affected by the Trails, by acceptance of a deed thereto, waive and release Developer and the Association from any and all liability or responsibility for personal injury or property damage which may occur as a result of the establishment, maintenance or use of the Trails. The Trails shall be property intended for "recreational" use as defined in Wis. Stats. 895.52.

ARTICLE 5

HOMEOWNERS ASSOCIATION

5.01 FORMATION AND PROCEDURES

A non-profit association to be known as the Evergreen Canyon Estates Homeowners Association, Inc. will be incorporated for the purpose of improving and maintaining such open space, walkways and water retentions, fishing pond and trails as above referred to and assessing the pro-rata share of such improvement or maintenance decided upon to the individual lot owners and the collection of the assessment therefore. It is understood that the failure of the lot owners to maintain the non-profit corporation will in no way relieve said owners from the obligation to the Town of Barton to continue to maintain the Outlots and improvements thereon. Each Lot Owner shall be a member of the Association, and each Lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

5.02 ASSESSMENTS

1. An annual assessment may be levied by the Developer and/or Association for the purpose of defraying in whole or in part the costs incurred by the Association to maintain the open space for the recreation, health, safety, welfare and enjoyment of its members. Said costs shall include, but not limited to, insurance, improvements, repair, replacement and additions to the improvements made upon said open space and the cost of labor, equipment, materials management and supervision thereof.

The Developer or owner shall pay its pro-rata share of such costs for each fully improved lot it still owns in said subdivision.

Such annual assessment shall be levied by the Association as of January 31, for each year, and a statement for the amount levied shall be mailed to the owner of each lot as of such sate and be payable on or before March 31, of each year, commencing with the year the corporation becomes active.

The assessment as established by the Association shall be set taking into consideration the costs of the current improvements, maintenance and future needs.

2. Special assessments may be levied by the Association for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement or maintenance upon the open space, if consented to by two-thirds (2/3) of the members of the Association. The developer shall not be assessed for any such improvements for any lot it owns for which it has not consented to the construction or installation or maintenance thereof. Such special assessments shall be due and payable ninety (90) days after the required affirmative vote of the members of the Association.

3. If the assessment, annual and/or special, is not paid on the date when due, then such assessment shall be delinquent and shall together with such interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien in the property which shall bind such property in the hands of the then owner, his/her heirs, devises, personal representatives, successors and assigns. Such assessment shall also be in the personal obligation of the owner of the lot at the time said assessment becomes delinquent and shall remain the personal obligation of said owner for the statutory period

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of two percent (2%) per annum over the statutory rate and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment, interest, all court costs, attorney fees and related costs in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment, all court costs, attorney fees and related costs.

5.03 MAINTAINCE OF DRAINAGE EASEMEMENTS, COMMON AREA

The association has the responsibility of properly landscaping and maintaining all common areas, common fencing, subdivision entrance signage, and entry piers at the subdivision entrance (outlots 1, 2, 3, 4 and 5). The Association further has the responsibility of properly maintaining all drainage easement areas located within the individual lots which are subject to this Declaration of Restrictions, all drainage easement areas within common areas, all underground storm water drainage facilities, if any, within the subdivision, which are outside of the Town rights-of-way, so as to maintain proper drainage. Lot owners are not allowed to install underground storm water drainage facilities in the right-of-way on their lots without prior Town Board approval. in the event the Association does not properly landscape and/or maintain same, the Town of Barton may send written notice to the Association setting forth which of said items the Town has determined are not properly landscaped and/or maintenance of not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the Town determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping

and/maintenance is not performed within the time granted by the above-referenced notice, and/or if the Town determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of danger to person or property, the Town of Barton Shall then have the authority but the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot Owners on a pro rate basis for any costs incurred by the Town as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66..0627 Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the Town of Barton, such charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627(4), Wis. Stat., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627. Wis. Stats.

The day to day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Town's authority of enforcement against the Association, as described above.

ARTICLE 6

INSURANCE

6.01 ASSOCIATION INSURANCE

The Association shall obtain and maintain commercial general liability for occurrences on the common areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to common improvements not in the common areas, all-risk property damage insurance coverage on all common improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

6.02 COVERAGE OF ASSOCIATION INSURANCE

The property damage insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

6.03 PROCEEDS

Association insurance proceeds from property damage loss shall be for the benefit of the Association in order to finance construction of damaged common areas or common improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

6.04 ACTS AFFECTING INSURANCE

No owner shall commit or permit any violation of covenants or agreements contained in any of the Association insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might:

(1) result in termination of any such policies,
(2) adversely affect the right of recovery there-under
(3) result in reputable insurance companies refusing to provide such insurance or
(4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the owner responsible for such increase shall pay the same.

If the rate of premium payable with respect to the Association insurance shall be increased by reason of :

(1) the size, design or composition of a building
(2) anything done or kept in a property subject to this Declaration
(3) the failure of an owner to comply with Association insurance requirements
(4) the failure of any such owner to comply with Declaration or the Bylaws,

Then the particular owner shall reimburse the Association for the resulting additional premiums, the Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

6.05 COSTS

All premiums for Association insurance and other insurance obtained by the Association shall be a common expense.

6.06 EXCLUSIONS FROM COVERAGE

Association insurance coverage shall exclude:
a) coverage on any residence or personal property located within or pertaining to the exclusive use of an owner except to the extent included as a standard coverage in the policy of Association insurance
b) liability coverage on an owner, its guests, invitee, employees or tenants, arising out of any occurrences within a lot and/or relating in any way to an owner's personal property.
It is the sole responsibility of each owner to obtain such insurance coverages as are excluded from the Association insurance.

ARTICLE 7

EASEMENTS

7.01 RIGHT OF ENTRY

A right of entry to each lot or outlot is reserved to the Association to service utility installations located on, in or under such lot or outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such lot may be made immediately, whether the owner of such lot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

7.02 COMMON AREA EASEMENTS

The Association may grant easements over and through the common areas for such purposes as the Board deems reasonable for the benefit of the owners.

7.03 DRAINAGE

An easement is reserved to Developer, the Association and the Town over lots and outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the plat or in any master plan approved by Town.

7.04 ASSESSMENT BY THE TOWN

The maintenance cost of the open space areas shall be the responsibility of the lot owners. All costs incurred shall be prorated to each lot owner. In the event any maintenance is deemed necessary by the Town, the Town shall give written notice to the lot owners who shall have the time specified in the notice to correct the deficiencies. If the owners do not complete the maintenance within the allotted time, the Town may enter into said open space to do the work or cause the work to be down, and the cost of such work plus reasonable administrative fees shall be charged to said owners pursuant to Paragraph 66.0703(7)(b), Wisconsin Statutes. The developer/owners herby grant to the Town permission to enter upon the subject lands for the purpose of doing any maintenance or replacement of the requirements set forth in the Developer's Agreement for Evergreen Canyon Estates.

ARTICLE 8

ADMINISTRATION

8.01 TERMS OF COVENANTS

The provisions of this Declaration shall be the covenants which run with the land and shall be binding on all persons claiming and owning any interest in the development for a period of

twenty-five (25) years from the date on which this Declaration is recorded, after which these covenants shall be automatically extended for periods of ten (10) years each unless an instrument signed by all of the owners of lots in the development agreeing to change or terminate these covenants having been executed and recorded.

8.02 ENFORCEMENT

The Committee, Association or any owner may enforce these covenants by proceedings in law or in equity against any person or persons violating or attempting to violate any provision hereof. The failure to promptly enforce any provision of this Declaration shall not be a defense against the subsequent enforcement of such provision.

8.03 SEVERABILITY

Invalidation of any one of the covenants herein contained shall not affect any of the other covenants which remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this_____ day of _____, 2004

L & R DEVELOPMENT, LLC

By_____
Richard Treleven, Managing Member

By_____
Lisa Treleven, Managing Member

STATE OF WISCONSIN)
: ss
WASHINGTON COUNTY)

Personally appeared before me this ____ day of _____, 2004, the above named Richard Treleven and Lisa Treleven, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Jack A. Enea
Notary Public, Wahington Co., WI
My commission is permanent.

This document was drafted by
Atty. Jack A Enea of Schloemer,
Alederson, Spella & Muehlbauer, S.C.
West Bend, WI 53095