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P. O. Box 176
West Bend, WI 53095

45-18

DECLARATION OF RESTRICTIONS FOR WOODCREST RIDGE ESTATES

THIS DECLARATION is made this 1st day of November, 2005, by **CASTLE DEVELOPMENT II, LLC,** the "Developer".

WHEREAS, Developer is the owner of the property known as Woodcrest Ridge Estates located in the Town of West Bend, Washington County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer desires to subject the residential lots and retention ponds in Woodcrest Ridge 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, and such additional lands as Developer may hereafter elect to include in this Declaration of Restrictions, by one or more amendments hereto, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS. This Declaration of Restrictions shall become effective immediately upon the recording thereof with respect to the property described on the attached Exhibit A. Developer expressly reserves the right to subject additional lands to this Declaration of Restrictions. This right to add additional lands shall continue in effect until such time as Developer no longer owns any vacant Lot in the Subdivision. Each time Developer elects to add

additional lands, Developer shall record an amendment to this Declaration of Restrictions so as to include herein such additional lands. This Declaration of Restrictions shall become effective as to all added lands upon the recording of the amendment therefore. No such amendment shall change the ownership of any retention ponds as established by any Subdivision Plat or Certified Survey Map, however, upon the recording of each amendment adding lands, the Association shall have the obligation to maintain, and the Association shall have the right to manage and control the use of all retention ponds within the original Plat for Woodcrest Ridge Estates and/or within any added lands, and the Owners of all Lots subject to this Declaration of Restrictions shall share equally (through the Association) in all costs of managing and maintain all retention ponds. Further, upon the recording of each such amendment, easements shall be deemed to have been granted with respect to the use of all retention ponds subject to this Declaration of Restrictions, such that the Owners of all Lots subject to this Declaration of Restrictions shall have an equal right, subject to the provisions hereof, to the use of each and every retention pond whether or not they have an actual ownership interest therein. All decisions regarding whether or not to add additional lands shall remain at the sole option and discretion of Developer. Notwithstanding any other provision of this Declaration of Restrictions regarding amendment hereof, any and all amendments hereto adding additional lands need be executed by the Developer.

The terms "Woodcrest Ridge Estates" and "Subdivision", as used in this Declaration of Restrictions, are initially defined as the property described on the attached Exhibit A. Upon the recording of any amendment hereto adding additional lands, each of said terms shall be deemed to include the added lands, whether or not all or any part of such added lands consist of property within the boundaries of any recorded Subdivision Plat. Said terms do not include, and this Declaration of Restrictions shall not apply to those retention ponds designated on the Subdivision Plat for Woodcrest Ridge Estates Subdivision, or on any subdivision Plat or Certified Survey Map for any added lands, as being dedicated to Washington County and/or the Town of West Bend.

The term "Retention Ponds" shall be deemed to include any retention pond held in undivided fractional ownership by individual Lot Owners, as required by the provisions of any plat, certified survey map and/or subdivision development approval, and any signage and/or landscaping easement established for the common benefit of Lot Owners.

2. GENERAL PURPOSE. The general purpose of these restrictions is to assure that Woodcrest Ridge Estates Subdivision will become and remain an attractive, high quality, residential community and to that end to preserve and maintain the natural beauty, to ensure 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 ensure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to ensure the highest and best residential development of the property.

3. 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. The term "Lot" as used in this Declaration of Restrictions shall be construed to mean only the residential Lots subject to this Declaration of Restrictions, and shall not include any Retention Ponds.

4. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee (hereinafter the "Committee") for Woodcrest Ridge Estates Subdivision is hereby established. The Committee shall consist of not less than two 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 the members of the Committee, at its sole discretion, as long as the Developer owns any vacant 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 Owners Association is not legally in existence at any time after Developer no longer owns any vacant Lot in the Subdivision, the Committee 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 one or more Committee members for that purpose; and/or 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/or 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.

5. ARCHITECTURAL CONTROL. No building, swimming pool, fence, wall, driveway, tennis court, light post, landscaping, grading or other structure or improvement shall be constructed, erected, placed or altered on any Lot in the Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, two sets of plans [including building construction plans, site plans, (which shall be to scale and shall include the structure's footprint and the proposed location of the well, septic system and driveway), grading plans and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot Owner as evidence of such approval. Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control 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.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the Subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. 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.

6. DWELLINGS AND OTHER STRUCTURES. Lots 4 through 28 shall be used only for single family residential purposes and the construction of not more than one single family residential building on each Lot. All dwellings shall be designated by a home designer, registered architect or equally qualified individual or firm. Lots 1, 2 and 3 shall be used for commercial or business purposes.

For Lots 9 - 28, it is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles among the various homes that are in close visual proximity of one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular style of home on any given Lot in the Subdivision. In making that evaluation, the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence. The Architectural Control Committee, in its sole discretion, may grant conceptual approval for the use of certain exterior design on any Lot in the Subdivision, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Paragraph 5 above. Any such conceptual approval and/or reservation may be rescinded by the Architectural Control Committee at any time, at its sole option, upon no less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Paragraph 5 above prior to the expiration of said notice period, and/or if the Committee rejects the plans so submitted.

The exterior siding of all dwellings shall consist of natural wood siding, Hardi-Panel, or similar product, natural stone, brick and/or stucco. No types of metal or vinyl siding shall be permitted. Further, the Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the Subdivision. No exposed poured concrete or concrete block over eight (8), 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 roofing of all dwellings shall consist of wood, tile, or fully dimensional asphalt shingles. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the Subdivision. Unless otherwise approved on a case-by-case basis by the Architectural Control Committee, in its sole discretion, all roofs shall have a minimum 8/12 pitch.

All homes shall include an attached garage with a minimum of 850 square feet having a capacity of no less than 3 cars. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which exceeds either 864 square fee or a capacity of 3.5 cars, whichever is less. All garages shall be equipped with automatic garage door openers for all overhead doors. Unless otherwise approved on a case-by-case. basis by the Architectural Control Committee, in its sole discretion, all garages shall be side entry garages.

Storage structures and other auxiliary structures may be permitted. No storage or auxiliary structure shall be located other than in the rear yard. Only one building per lot with maximum square footage 840 square feet. Storage building shall be no less than 10 feet from primary structure, and no more than 15 feet in height, and shall not be closer than 25 feet from any side year and 25 feet from rear lot line. The Architectural Control Committee shall have the right, in its sole discretion, to require that same be of the same materials and same architectural design of the residence structure. Unless otherwise permitted by the Committee at is sole discretion, all outbuildings shall always be kept in the same color scheme of the residence structure. No outbuilding shall be permitted in any drainage easement area.

All commercial structures (Lots 1, 2 and 3) shall also be subject to the approval of the Architectural Control Committee.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS. (Lots 1 - 25)

a. Houses constructed in Woodcrest Ridge Estates Subdivision shall have a minimum square footage of living spaces as follows:

i. One-story houses shall have a minimum square footage of living, space of not less than 2,200square feet. Ranch homes with finished

lower levels exposed can allow 200 square feet toward meeting above minimums.

ii. One and one-half story and two story houses shall have a minimum square footage of living space of not less than 2,400 square feet, with not less than 1,200 square feet of living space on the first floor. If the total square footage of a one and one half story or two-story house is not less than 2,500 square feet, the minimum square footage of living space in the first floor maybe reduced to not less than 1,100 square feet.

iii. bi-level houses shall not be allowed in the Subdivision.

iv. Setbacks will be a minimum of 50 feet from street right of way, 30 feet from side yard, 75 feet from rear, with a maximum height of the building of 35 feet.

b. Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breeze ways, sun rooms and similar additions) of 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 lower level of a split-level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION. (All Lots) 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 Architectural Control Committee. All access to and from the home site construction are 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 this site.

Lot Owners may keep their Lot(s) vacant for an unlimited amount of time. However, on the first anniversary of the initial sale of a Lot by the Developer, if construction has not yet commenced on such Lot, the Lot Owner of such Lot shall be required to keep such Lot mowed so that the vacant Lot is maintained in a neat and orderly manner. In the event the Lot Owner of a vacant Lot fails to maintain his or her Lot as required herein, the Developer, or Owner's Association, may mow such vacant Lot as required herein, and assess such Lot Owner for the cost thereof.

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 Architectural Control 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. It is required that the Lot Owner's contractor have a dumpsters on site during construction. 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 shall 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.

9. FAILURE TO COMPLY. In the event the Lot Owner and/or his 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, undertake any cleanup or repair, and/or is charged or assessed by the Town of West Bend for 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 provision, the Developer shall be entitled to recover, upon demand, from owners of the applicable Lot, jointly and severally, all costs and expenses, including but not limited to reasonable actual attorney's fees, incurred by Developer with respect to such enforcement.

10. YARD TREES. Buyer shall attempt to preserve existing living trees on the Lot. Any trees needing removal for location of home shall first be attempted to be moved by Buyer. In any event, cutting down shall be used as a last resort.

11. 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 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, setbacks and/or offsets greater than those set forth on the Subdivision Plat, and/or otherwise required by applicable ordinances and/or restrictions, may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the Town of West Bend if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require.

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

If the driveway is installed as a concrete driveway, the concrete shall be installed no closer than six (6) feet to the traveled portion of the roadway, and the area between the concrete drive and the traveled portion of the roadway shall be paved with asphalt. Further, driveway pavement installed within ten (10) feet from the traveled portion of the roadway shall have a rise, of not more than five (5) inches. No headwalls shall be constructed on the ends of any culvert unless the Lot Owner obtains the express written permission for the installation of same from the Town Engineer of the Town of West Bend and obtains design approval for same from the Architectural Control Committee.

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

14. STORAGE RESTRICTIONS. No outside storage of boats, motorcycles, snowmobiles, all-terrain vehicles, motor homes, recreational vehicles, trailers, tractors, or other paraphernalia shall be permitted on any Lot. No outside storage of any vehicle larger than a one ton pickup truck shall be permitted on any Lot. No outside storage of any type of truck used as a commercial vehicle containing any type of signage shall be permitted on any Lot. No outside storage of any vehicles that are not operational shall be permitted on any Lot, except that a Lot Owner shall have twenty-four (24) hours to store/remove a vehicle upon initial discovery of such vehicle's malfunction. There shall be no outside storage on any Retention Pond unless expressly permitted by the Association.

15. UTILITY RESTRICTIONS. No exterior fuel tanks, including but not limited to fuel oil tanks, propane gas tanks and/or motor vehicle fuel tanks, whether above ground or below ground, shall be permitted on any Lot.

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. Cable television lines installed, shall be by means of underground installation only. 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.

16. ANIMALS, LIVESTOCK AND POULTRY. No animals may be raised, bred or kept on any Lot other than dogs, cats, or other household pets, providing they are not raised, kept, bred or maintained for any commercial purpose. By way of enumeration, and not by way of limitation, the term "household pets" does not include livestock, poultry, goats, or pigs of any kind.

17. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one sign not more than two (2) square feet in size identifying the owner of the Lot, one sign not more than five (5) square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during 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 entrance signs erected by the Developer and/or by the Association. No sigh of any kind shall be displayed to the public view on any Common Area without the express consent of the Association or its Board of Directors.

18. LAWN AND YARD. In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing, the Lot Owner sha11 keep these areas free of debris and in all other ways properly maintained.

19. ANTENNAE. No exterior antennas, other than dish type antennas not exceeding twenty-four (24) inches in diameter, shall be permitted on any Lot.

With respect to dish antennas not exceeding twenty-four (24) inches in diameter, same shall not 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 antenna shall be allowed on any Lot.

20. FENCES. It is the intention to preserve the open natural feeling of Woodcrest Ridge Estates Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. Only that fencing which is purely of a decorative or landscaping nature may be installed. Fencing to meet governmental regulations with regard to swimming pools will be permitted. Properly designed and located kennels not exceeding 100 square feet in size for household pets, will be approved providing they are properly screened from public view by landscaping.

21. DECORATIVE WELCOMING LIGHTS. Each Lot shall have a uniform light post and lantern, which shall be installed at the Lot Owner's expense no later than the date of issuance of the occupancy permit. Each light shall be located as directed by the Architectural Control Committee and be illuminated with a minimum wattage of 75 watts by the Lot Owner from dusk to dawn. (See Exhibit B).

22. MAIL BOX. Each Lot shall have a uniform mail box on a uniform post, which shall be installed by the Lot Owner at the Lot Owners expense no later than the date of issuance of occupancy permit. If the Post Office requires the use of grouped mail boxes, Developer shall have the right to elect to provide and install the mail boxes, and to collect from Lot Owners, at closing on the Lot sales, a reasonable charge for providing and installing the mail boxes.

23. EASEMENTS. The Developer at its sole discretion may grant easements to the public utilities that will service the Lots at Woodcrest Ridge Estates Subdivision. Upon the sale of any Lot by Developer, Developer shall be deemed to have retained said right to grant such easements at such locations on any Lot, and/or Retention Pond as may be requested by the applicable utility.

24. SWIMMING POOLS . In ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, and that they meet Town and County ordinances and specifications.

25. 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 West Bend, 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. Nothing herein authorizes any modifications, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the Town of West Bend, Washington County, the State of Wisconsin and the Federal Government.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the Subdivision plant, the Developers Agreement, and/or any approval obtained in conjunction with the development of this Subdivision, the inclusion of such restrictions herein shall be deemed to constitute the recitation of restrictions required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement nights with respect to such specific restriction are also granted herein to the Owner's Association hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish Subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

26. SUBDIVIDER'S AGREEMENT. A Subdivider's Agreement has been entered into by and between the Developer and the Town of West Bend, a copy of which is on file in the office of the Town Clerk of the Town of West Bend.

27. AMENDMENTS TO DECLARATION. This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed

by the owners of a least sixty percent (60%) of the Lots subject to this Declaration of Restrictions, provided, however, so long as the Developer owns any Lot in the Subdivision, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Notwithstanding the foregoing, no provision of this Declaration may be annulled, waived, changed, modified, or amended unless approved in writing by the Town of West Bend Town Board and the amendment and the Town Board approval is duly recorded in the office of the Register of Deeds for Washington County, Wisconsin. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Washington County, Wisconsin. In the event there is more than one (1) owner of any Lot in the Subdivision, the execution of any amendment by any one (1) or more said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the office of the Register of Deeds for Washington County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted. by any provision of this Declaration to be made by Developer alone.

28. ASSIGNMENT. All Developers rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

29. ENFORCEMENT. The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Owner of any Lot subject to this Declaration of Restrictions, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the Subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. The foregoing one (1) year limitation shall not apply to any violation relating to failure to establish and/or maintain proper grading and/or with respect to changes in grade made without obtaining all required approvals. Nothing herein contained shall be construed so as to require that the Developer or the Owner's Association undertake any enforcement action.

30. TERM. These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33(6), Stats., but including any further amendments, modifications, or re-numbering of that section).

31. SEVERABILITY. Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

32. OWNER'S ASSOCIATION. An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the Subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements and common easements. Said Association shall be established as follows:

a. The Association shall be established as either a non-profit corporation or a non-profit association . Each Lot Owner of a Lot subject to this Declaration of Restrictions shall be a member of the Association, and each such Lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

b. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot in the Subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of directors such that the directors appointed by Developer constitute a majority.

c. Each Lot subject to this Declaration of Restrictions shall be subject to assessment by the Association for an equal share of the Association's. existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Washington County and/or the Town of West Bend, the personal obligation of the Lot Owners, until paid. In the event Washington County and/or the Town of West Bend become owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the Town with respect to fees or assessments imposed by this Declaration. Further, in the event Washington County and/or the Town of West Bend become the owners of any Lot through the tax delinquency process, neither the County nor the Town shall have any personal obligation for the payment of Association assessments.

d. The Articles and By-Laws of the Association shall contain such additional provisions, as Developer may deem appropriate at the time of establishment of the Association.

33. COMMON AREAS AND DRAINAGE. The Owners Association has the responsibility of properly landscaping and maintaining all Retention Ponds. Subject to the provisions of Paragraph 35 below, the Owner's 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 so as to maintain proper drainage. In the event the Association does not properly landscape or maintain any Retention Pond and/or properly maintain drainage easement areas located within individual Lots, the Town of West Bend may send written notice to the Association indicating that the Town has determined that Retention Ponds, and/or drainage easement areas located on individual Lots are not being properly maintained, and further indicating that the Town of West Bend may perform such 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, 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 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 damage to persons or property, the Town of West Bend shall then have the authority, but not the obligation to undertake such maintenance and shall have the authority, but not the obligation, to undertake such maintenance, and shall have the right to charge the Lot Owners on a pro rata basis for any costs. incurred by the Town as a result of said 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 West Bend, such charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats.

34. DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS. 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 of West Bend's authority of enforcement against the Association, as described in Section 33 above.

35. VEHICULAR ACCESS. No direct vehicular access will be allowed to Hwy. 33 from Lots 1 and 2. No improvements or structures are allowed between the right of way line of STH Hwy 33 and the highway setback line. Improvements and structures include, but are not limited to signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings, and/or retaining walls.

IN WITNESS WHEREOF, the Developer has signed and sealed this instrument this 1st day of November, 2005.

CASTLE DEVELOPMENT II, LLC

By _____
James M. Conner, Member

By _____
Gary Klutz, Member

STATE OF WISCONSIN)
: SS
WASHINGTON COUNTY)

Personally appeared before me this 1st day of November, 2005, the above named Gary Klein and Jim Emmer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Margaret Standish
Margaret Standish
Notary Public, Washington Co., WI
My Commission 11/04/07

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

EXHIBIT A

Surveyor's Certificate:

I, David J. Leininger, registered land surveyor, hereby certify that by the direction of Castel Development II, LLC., I have surveyed, divided, and mapped this plat entitled Woodcrest Ridge Estates, being part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the NE 1/4, and all of Lot 1 of Certified Survey Map No. 210 as recorded in the Washington County Registry in Volume 1 of Certified Survey Maps on page 331, as Document No. 306562, and part of Parcel 1 of Certified Survey Map No. 1978 as recorded in the Washington County Registry in Volume 10 of Certified Survey Maps on pages 154–155, as Document No. 407796, all in Section 17, Township 11 North, Range 19 East, Town of West Bend, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the North Quarter corner of said Section 17; thence N 89°14'28" E, along the north line of said NE 1/4, 591.98 feet to a point in the northerly extension of the west line of Lot 1 of Certified Survey Map No. 884 as recorded in the Washington County Registry in Volume 4 of Certified Survey Maps on page 375, as Document No. 351323; thence S 01°39'32" E, along said northerly extension, 117.18 feet to the northwest corner of said Lot 1 of Certified Survey Map No. 884, being the point of beginning of lands herein described; thence continuing S 01°39'32" E, along said west line of the Lot 1 of Certified Survey Map No. 884, 208.71 feet to the southwest corner of said Lot 1; thence N 89°02'32" E, parallel with the south right of way line of S.T.H. "33", 417.40 feet to the southeast corner of said Lot 1; thence S 01°39'32" E, along the southerly extension of the east line of said Lot 1, 41.29 feet; thence N 89°02'32" E, parallel with said south right of way line of S.T.H. "33", 180.00 feet; thence N 01°39'32" W, 250.00 feet to a point in said south right of way line of S.T.H. "33"; thence N 89°02'32" E, along said south right of way line, 544.60 feet; thence S 01°46'39" W, 1210.98 feet to a point in the north line of said SE 1/4 of the NE 1/4; thence N 89°12'39" E, along said north line of the SE 1/4 of the NE 1/4, 696.59 feet to a point in the north extension of the west line of said Parcel 1 of Certified Survey Map No. 1978; thence S 01°44'36" E, along said northerly extension, 196.61 feet; thence N 84°15'09" E, 100.24 feet; thence N 88°15'24" E, 161.56 feet to a point in the west right of way line of C.T.H. "Z"; thence S 01°44'36" E, along said west right of way line, 80.00 feet to the northeast corner of Parcel 1 of Certified Survey Map No. 1775 as recorded in Volume 9 of Certified Survey Maps on pages 156 and 157, as Document No. 394766; thence S 88°15'24" W, along the north line of said Parcel 1 of Certified Survey Map No. 1775, 261.56 feet to the northwest corner of said Parcel 1; thence S 01°44'36" E, along the west line of said Parcel 1 of Certified Survey Map No. 1775, 1053.22 feet to a point in the south line of said NE 1/4; thence S 89°10'52" W, along the south line of said NE 1/4, 2376.49 feet to the center of said Section 17; thence N 01°18'04" W, along the west line of said NE 1/4, 1057.00 feet to a point in the westerly extension of the south line of the Parcel 2 of said Certified Survey Map No. 210; thence N 88°41'56" E, along said westerly extension and the south line of Parcel 2, 290.40 feet to the southeast corner of said Parcel 2; thence N 01°18'04" W, along the east line of said Parcel 2, 150.00 feet to the northeast corner of said Parcel 2; thence S 88°41'56" W, along the north line of said Parcel 2, 257.40 feet to a point in the east right of way line of Riesch Road; thence N 01°18'04" W, along said east right of way line, 150.00 feet to the northwest corner of said Parcel 1 of Certified Survey Map No. 210; thence S 88°41'56" W, at right angles, 33.00 feet to a point in said west line of the NE 1/4; thence N 01°18'04" W, along said west line, 905.87 feet; thence N 89°14'28" E, parallel with said north line of the NE 1/4, 226.00 feet; thence N 01°18'04" W, parallel with said west line of the NE 1/4, 266.55 feet to a point in said south right of way line of S.T.H. "33"; thence N 89°02'32" E, along said south right of way line, 366.70 feet to the point of beginning.

Containing 114.170 acres (4,973,264 square feet) more or less.

Known as Lots 1-28, WOODCREST RIDGE ESTATES

EXHIBIT B

Decorative Welcoming Lighting

As noted in Section 21 of the Declaration of Restrictions, each Lot shall have a uniform light post and lantern, which shall be installed at the Lot Owner's expense.

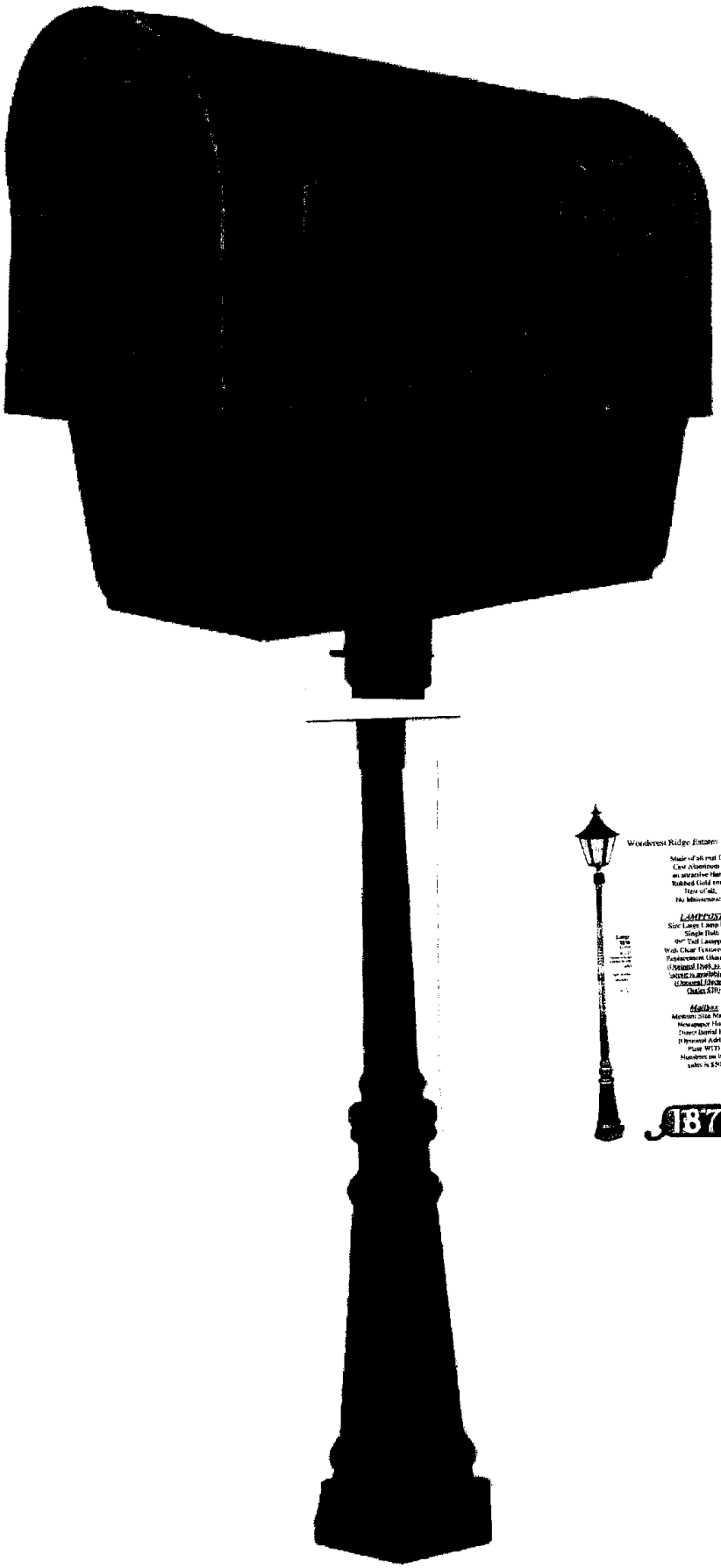
These cast aluminum, gold-bronze color light posts and lanterns will be Laurel Lighting Products – Light 3530 with TC glass; 8.25' Decorative Lamp Post. An optional dusk to dawn sensor and a electrical outlet are available for $20 more, EACH. The cost for the light post and lantern will be $526.94. (See Exhibit C). This cost does NOT include installation. Additional costs will be incurred by lot owner when post is installed and when an electrician provides power to the post.

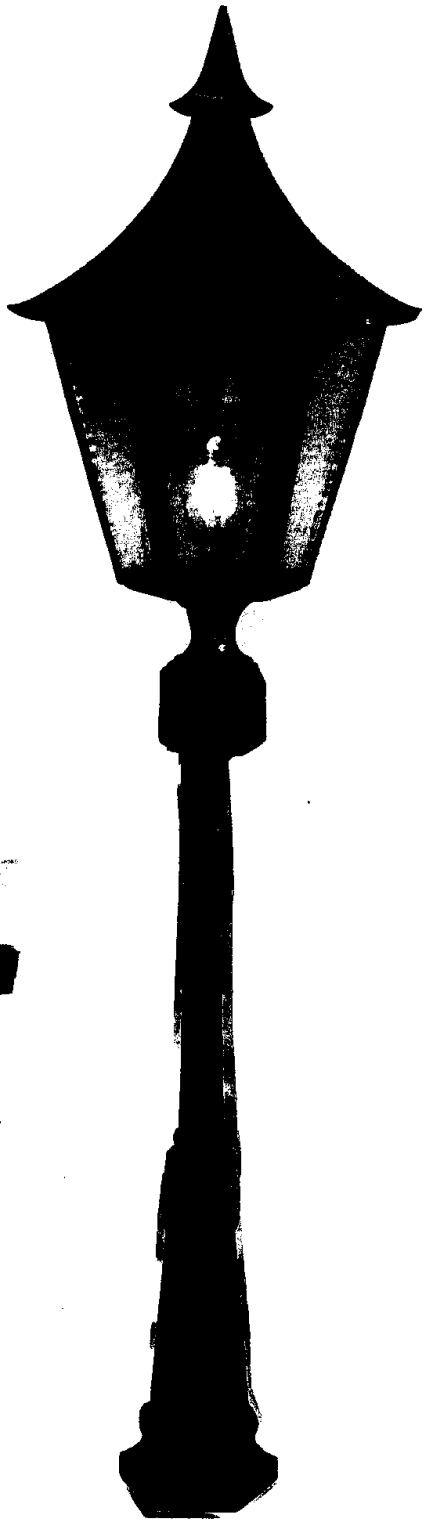
Each light shall be located as directed by the Architectural Control Committee.

Mailbox

As noted in Section 22 of Declaration of Restrictions, each Lot shall have a uniform mailbox which shall be installed at Lot Owner's expense. These will be cast aluminum, gold-bronze in color Laurel Lighting Products "Town" Series and will include a mailbox, newspaper holder and post. The cost for this system is $448.80. (See Exhibit C).

EXHIBIT C





DOC# 1115229

Dear Woodcrest Ridge Estates Homeowner,

"Mahvelous" Mailboxes! Inc. is honored to have been chosen as the exclusive supplier of your new Mailbox System and Lamppost for your subdivision. **You will need to call us 3-4 weeks before you expect to take occupancy** so we can have everything ready for you. We won't know your new address for on your mailbox until you contact us.

As a courtesy to you during this busy time, we offer installation. For safety, Diggers Hot Line MUST ALWAYS be contacted before digging and we do that for you as well as refer to the Post Offices and developers instructions to determine the placement for your new mailbox. The Post Office will not deliver if the mailbox is not in an approved location. We install almost all year, three feet deep in concrete for extra stability but not in mud or deep frost. If we are installing, winter "loaner" mailboxes may be available for you to pick up and use at no charge on a temporary basis.

Your attractive new Mailbox Post and Lamppost are constructed of heavy duty rust-free cast aluminum and are among the best quality on the market today. Matching Lamps for on your home and replacement parts are also always available in case of damage.

The cost for your QUALITY mailbox, newspaper holder and post system including tax is $448.80. Installation is $75 additional.

The cost for your QUALITY Lamppost including tax is $526.94. Installation of the footing ONLY is $95 additional.

If you have any questions, please call us at (262)255-8181
(This price is estimated to be good until at least 12-31-06)