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REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS
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REEL 1156 IN # 0288

Michael J. Humberger
REGISTER OF DEEDS

DECLARATION OF RESTRICTIONS

FOR

HIGH RIDGE SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS; that DELAFIELD VENTURE is a partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Brookfield, Wisconsin, (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of High Ridge, being a Subdivision of part of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and part of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 22, Township 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, (herein referred to as "High Ridge") and intending to establish a general plan for the use, occupancy and enjoyment of High Ridge, does hereby declare that, for the mutual benefit of present and future owners, High Ridge shall be subject to the following restrictions;

Due 4490 DELT

Duplicate!

A. BUILDING RESTRICTIONS (Single Family Lots)

1. All single family lots are restricted to the erection of a one story, story and one-half, two story or split level one family residence building and attached garage.

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2. The minimum size of a one story home shall be 2000 square feet on the first floor.
3. A story and one-half home shall have a minimum of 1200 square feet on the first floor.
4. A two story home shall have a minimum of 1100 square feet on both the first and second floors.
5. A split level or bi-level home shall have a minimum of 1400 square feet on the upper two levels.
6. The garage must be attached to the home directly or by breezeway, or built in the basement of the home and must be constructed with the home. The maximum size of a garage shall be 900 square feet.
7. The exterior walls of the home and attached garage must be constructed of brick, stone, wood or other natural materials.
8. The house and attached garage must be completed within one year from the start of construction.
9. Only one residence may be erected on a lot.
10. The minimum setback from any abutting street right-of-way is 50 feet. Side yard and rear yard setbacks shall conform to the Town of Delafield (hereinafter referred to as the "Town") ordinances.
11. There shall be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unsightly by the Developer.

12. All building plans and the exterior design of each dwelling unit to be constructed must be approved by Developer in writing prior to application for a building permit. In addition, basic site features such as fences, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect of the developments subject to this Declaration are subject to the prior written approval of Developer. There shall be no garden or other out buildings, above ground swimming pools or satellite dish antennas having a diameter in excess of twenty-four (24) inches.

13. In lieu of public street lights, there shall be installed in a location designated by the Town's Building Inspector at the time of construction of a residence building on a lot, one outdoor electric lamppost with photoelectric controls. The design of the lamppost shall be subject to the approval of the Developer. The lamppost shall be maintained by the lot owner in a proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by the High Ridge Home Owner's Association, created pursuant to Section C, below, and the cost of such maintenance shall be an assessment against the lot owner, payable within ten (10) days after the date of the assessment.

B. Building Restrictions (Multifamily Areas)

1. The multifamily areas in High Ridge (herein referred to as the "Multifamily Areas") shall be restricted to

the erection of apartments, townhouses or condominiums which comply with the provisions of the Town ordinances relating to the R-2-PUD district and such other conditions as may be established by the Town.

2. The minimum size of the multifamily units shall conform to the Town's ordinances.

3. The minimum front yard, side yard and rear yard building setbacks shall conform to the Town's ordinances.

4. There shall be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unsightly by the Developer.

5. All building plans and the exterior design of each structure to be constructed in the Multifamily Areas must be approved by Developer prior to application for a building permit. In addition, basic site features such as landscaping, lighting, fences, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect of the developments subject to this Declaration are subject to the prior written approval of Developer. There shall be no garden or other out buildings, above ground swimming pools or satellite dish antennas having a diameter in excess of twenty-four (24) inches.

6. In lieu of public street lights there shall be installed in locations designated by the Town's Building Inspector at the time of construction of a multifamily structure,

outdoor electric lampposts with photoelectric controls. The design of the lampposts shall be subject to the approval of the Developer. The lampposts so installed shall be maintained by the multifamily project's owner or, if applicable, condominium association, in a proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by the High Ridge Home Owner's Association, created pursuant to Section C, below, and the cost of such maintenance shall be an assessment against the multifamily project owner or condominium association, as the case may be, payable within ten (10) days after the date of the assessment.

C. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the owners of lands in High Ridge and all future stages of development added as provided in Section D, below (herein referred to individually as "Owner" and collectively as "Owners") is hereby created for purposes of owning, managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "High Ridge Homeowners Association."

2. The term "Common Area" shall include the following areas and any future stages of development added in accordance with Section D, below.

(a) All outlots, conservancy areas, recreational areas, wetlands and common areas owned by the Association and shown on the plats or certified survey maps of the lands subject to this Declaration.

(b) The area of easements granted to the Association by Developer over portions of the lands subject to this Declaration for purposes of installing entryway monuments and landscaping.

(c) The grass area and any fencing and landscaping contained within the public rights-of-way of any public roadway adjacent to the lands subject to this Declaration.

(d) All landscaped courts and boulevards contained within the dedicated streets in the lands subject to this Declaration.

Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the appropriate public authorities.

3. If any land in the Multifamily Areas is subject to a declaration of condominium, the interest of an owner of a unit in such condominium shall be pooled with the interests of the owners of all other units in such condominium for purposes of this Section C. As a result, all such interests shall be voted by the condominium association and the condominium association shall be deemed to be the Owner for purposes of this Section C.

4. The Association shall be governed by a three-member Committee, hereinafter referred to as the "Committee," which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Ronald P. Siepmann, James P. Siepmann and William W. Carity.

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

6. So long as fifty percent (50%) or more of the single family lots in High Ridge are owned by Developer, all three (3) members of the Committee shall be appointed by Developer. So long as twenty percent (20%) or more but less than fifty percent (50%) of the single family lots in High Ridge are owned by Developer, two (2) members of the Committee shall be appointed by Developer and one (1) member shall be elected as provided herein. So long as five percent (5%) or more but less than twenty percent (20%) of the single family lots in High Ridge are owned by Developer, one (1) member of the Committee shall be appointed by Developer and two (2) members shall be elected as provided herein. If less than five percent (5%) of the single family lots in High Ridge are owned by Developer, all of the members of the Committee shall be elected as provided herein. The provisions of this paragraph shall also apply to the composition of the Committee during any future stages added in accordance with Section D, below, but the lots contained in the

added future stages shall not be considered in determining the above percentages.

7. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners of single family lots shall have one (1) vote for each lot owned. Owners of any multifamily building shall have one-quarter (1/4) vote for each dwelling unit located in such buildings which is completed and ready for occupancy (herein referred to as a "Dwelling Unit").

8. The term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until December 31, 1989. Thereafter, 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 a special election, (or appointment by Developer, if applicable, pursuant to the terms of Paragraph C 6, above).

9. All meetings of the Committee shall be open to Owners and 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.

10. The Committee shall have the following duties:

(a) Provide for the control and maintenance of the lands and improvements in the Common Areas.

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

(c) Promulgate operating procedures for the conduct of the Association and Committee's affairs.

(d) Enforcement of the provisions of this Section C.

11. The Committee shall have the following powers:

(a) Cause the Common Area to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition.

(b) Enter into contracts and to employ agents, attorneys or other for purposes of discharging and its duties and responsibilities hereunder.

(c) Levy and collect assessments in accordance with the provisions of Paragraph 12, below.

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

(a) The Owner of each single family lot and Dwelling Unit, if any, shall be subject to a general annual charge or assessment for the purpose of defraying the costs of maintaining and administering the Common Area. Such annual assessment shall be a prorata share (one [1] share per lot for single family lot, and one-quarter [$\frac{1}{4}$] share

per Dwelling Unit) of the costs incurred or anticipated to be incurred by the Association in performing its duties. Said costs shall include, but not be limited to, payment of taxes, insurance, repair, replacement and additions to the improvements made to the Common Area, the cost of labor, equipment, materials, management and supervision thereof, and all costs of the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section C.

(b) Assessments must 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 certified mail addressed to the last known address of such Owner.

(d) Assessments shall become due and payable thirty (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 until paid, and such unpaid assessment and the interest thereon shall constitute a continuing lien against the real estate against which it was assessed until they have been paid in full. The assessment and interest thereon shall also be the

personal obligation of the Owner of the real estate against which the assessment was made.

(f) The Committee may record a document with the Register of Deeds in Waukesha 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 shall be borne by the affected Owner.

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

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

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 provisions contained in this Section C, 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.

15. If the Committee shall fail to discharge its duties under this Section C within sixty (60) days of written demand by the Town, the Town may discharge the duties of the Committee. The costs of the Town incurred in connection therewith shall be charged to the Owners of the properties affected by such actions of the Town by adding to each Owner's real estate tax statement incurred a charge equal to such Owner's pro rata share (the same as such Owner's share of annual assessments as provided in subparagraph C12(a), above) of such costs.

D. FUTURE STAGES OF HIGH RIDGE

The Developer, its successors and assigns shall have the right to bring within this Declaration lands in future stages

of High Ridge, provided such lands are or become adjacent to (or separated by a road, highway or utility right-of-way from) the real estate which is or becomes subject to this Declaration or any Supplemental Declaration. The future stages added to this Declaration authorized under this sub-section shall be added by recording Supplemental Declarations of Covenants and Restrictions with respect to the future stages which shall include such future stages in this Declaration, extend the provisions of this Declaration to such future stages and indicate any provisions that differ from the provisions contained in this Declaration or any prior Supplemental Declaration. Except with respect to increasing the number of Owners and adding to the Common Area, such Supplementary Declarations shall not revoke, modify or add to the covenants established for lands theretofore subject to this Declaration or any prior Supplemental Declaration.

E. AMENDMENT PROVISIONS

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

entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

F. ENVIRONMENTAL RESTRICTIONS

1. The area designated as Out Lot-1 in the plat of High Ridge Subdivision shall be subject to the following restrictions:

(a) Grading and filling shall be prohibited.

(b) The removal of peat or top soil shall be prohibited.

(c) The removal or destruction of any vegetative cover (i.e., trees, shrubs, grasses, etc.) shall be prohibited; provided, however, that dead vegetation may be removed.

(d) Grazing by domesticated animals (horses, cows, etc.) shall be prohibited.

(e) The introduction of plant material not indigenous to the existing environment of Out Lot-4 shall be prohibited.

(f) Construction of fences or buildings shall be prohibited.

2. The area designated as Out Lot-5 in the Plat of High Ridge Subdivision shall be subject to the following restrictions:

(a) Grading and filling shall be prohibited.

(b) The removal of peat or top soil shall be prohibited.

(c) The removal or destruction of any vegetative cover (i.e., trees, shrubs, grasses, etc.) shall be prohibited; provided, however, that (i) dead vegetation may be removed and (ii) Waukesha County shall have the right to manage vegetation (including the right to remove, destroy or burn vegetation) within the westerly portion of Out Lot-5 where indicated on the Plat.

(d) Grazing by domesticated animals (horses, cows, etc.) shall be prohibited.

(e) The introduction of plant material not indigenous to the existing environment of Out Lot-5 shall be prohibited.

(f) Ponds shall not be created.

(g) Construction of fences or buildings shall be prohibited.

(h) Out Lot-5 shall not be used to obtain or provide access to Pewaukee Lake by the owners or occupants of any properties in High Ridge Subdivision or any other lots or lands not fronting on Pewaukee Lake.

3. The owners and occupants of lands in High Ridge shall have no riparian offshore mooring rights in Pewaukee Lake.

4. There shall be no hunting, as that term is defined in Section 29.01(8) of the Wisconsin Statutes or any successor provision, in High Ridge.

G. DURATION OF RESTRICTIONS

These restrictions shall be in force for a period of thirty-five (35) years from the date hereof (except for the restrictions set forth in Paragraphs F2, F3 and F4, above, which shall remain in force in perpetuity) and shall be deemed to run with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner and, to the extent permitted by Paragraph C 14, above, the Town.

IN WITNESS WHEREOF, the undersigned, being the partners of DELAFIELD VENTURE, have executed this Declaration of Restrictions this 31st day of October, 1989.

DELAFIELD VENTURE
 BY: SIEPMANN INVESTMENT CORP., Partner
 By: Ronald P. Siepmann
 Ronald P. Siepmann, President
 BY: James E. Siepmann
 James E. Siepmann, Secretary
 By: Frank Bielinski
 Frank Bielinski, Partner
 By: Harry Bielinski
 Harry Bielinski, Partner

[Signatures continued on following page]