

**DECLARATION OF RESTRICTIONS**  
**FOR**  
**THE PRESERVE AT HUNTERS LAKE**

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN DEVELOPMENT COMPANY 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 The Preserve at Hunters Lake, a part of the Northeast Quarter (NE 1/4), Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4) and Northwest Quarter (NW 1/4) of Section 11, Town 6 North, Range 17 East, Town of Ottawa, County of Waukesha, State of Wisconsin.

Developer intends to establish a general plan for the use, occupancy and enjoyment of The Preserve at Hunters Lake, and does hereby declare for the mutual benefit of present and future owners of lands in The Preserve at Hunters Lake and any future stages of development added as provided in Section C, below (herein referred to individually as "Owner" and collectively as "Owners"), that The Preserve at Hunters Lake shall be subject to the following restrictions:

A. BUILDING AND USE RESTRICTIONS

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

building with a minimum square footage of living space (without regard for basement level areas) of three thousand (3000) square feet, and with an attached garage which will accommodate at least two cars.

2. Only one residence building may be erected on a lot.

3. The garage must be attached to the residence, directly or by breezeway, or built into the basement of the residence and must be constructed with the residence. Garage entrances must be on the side of the building unless Developer Grants an exception. All driveways must be paved.

4. All homes and appurtenant structures in The Preserve at Hunters Lake shall be based upon traditional design such as those commonly referred to as Early American, Cape Cod, English Tudor, French Manor, Georgian, and the like. The design of each home shall be subject to Developer's approval in accordance with Paragraph A.9, below. In granting such approval, Developer may, in its sole discretion, permit home designs ranging from rustic or primitive early American or European designs to contemporized versions thereof, provided their appearance and massing are reasonably compatible with the traditional styles of architecture permitted in The Preserve at Hunters Lake. Any subsequent remodeling or renovation shall comply with the design standards set forth herein.

5. Each lot Owner, at the time of home construction, shall cause their lot to be graded in a manner which (i) directs surface water drainage toward the street or other established drainageway, and (ii) prevents an increase in the flow of surface water drainage onto or across the lot of another Owner (unless within an approved drainageway). At the time of any land disturbing activity upon a lot, including without limitation, the construction of a home or other improvement thereon, the lot Owner shall cause erosion control measures to be installed and maintained according to the standards and specifications set forth in the attached Exhibit A. No lot Owner shall at any time, undertake construction activities or alter the surface of the lot in a manner which causes a material increase in the flow of surface water drainage onto or across the lot of another Owner (unless within an approved drainageway).

6. The exterior walls of the home and attached garage must be constructed of structural face brick, stucco or stone, wood or other natural materials. Manufactured siding materials such as pressed board, masonite, plywood, vinyl, aluminum or steel are not permitted. Stucatto board is acceptable if no seams are exposed. Any exposed basement or foundation wall must be covered with face brick, stone or stucco. Chimneys shall be constructed of structural masonry materials. All roof areas having an appropriate pitch shall be covered with wood shakes; provided, however, Developer shall have the right to approve

other roofing materials if they are of comparable quality or better suited to the approved building design.

7. The residence, attached garage, landscaping and paved driveway must be completed within one (1) year from the start of construction.

8. All structures shall be constructed within the building envelopes and conform to the setback restrictions set forth in the Plat of The Preserve at Hunters Lake.

9. All building plans, the exterior design and color of each building to be constructed, and all yard grades and stakeout surveys must be approved by Developer in writing prior to application for a building permit. In addition, basic site features such as fences, decks, inground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect of The Preserve at Hunters Lake are subject to the prior written approval of Developer. Developer's approval shall be based upon the building and use restrictions contained in this Section A and such guidelines as may be adopted from time-to-time by Developer. Developer may withhold exterior design approval if the design is too similar in appearance to others in close proximity.

10. In lieu of public street lights, there shall be installed in a location designated by the Developer at the time of construction of a residence building on a lot, one outdoor electric lamppost with photoelectric controls with no override

switch. The design of the lamppost shall be subject to the approval of the Developer. The lamppost shall be maintained by the lot Owner in proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by The Preserve at Hunters Lake Home Owner's Association, created pursuant to Section B, 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.

11. The design and location of each mail box/newspaper box shall be subject to the approval of Developer.

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

13. No more than one (1) gazebo or cabana shall be located on a lot, and there shall be no other out buildings, above ground swimming pools or satellite dish antennas having a diameter in excess of twenty-four (24) inches. No antenna or satellite dish shall be visible from any roadway or neighboring lot.

14. Each lot Owner shall strictly adhere to and finish grade its lot in accordance with the Master Grading Plan (or any amendments thereto approved by the Town of Ottawa Engineer) on file in the office of the Developer's engineering firm. The Developer, the Association, the Town of Ottawa, and their respective agents, employees and independent contractors shall

each have the right to enter upon any lot at any time for the purpose of inspection, maintenance or correction of any drainage condition, and the lot Owner shall be responsible for the cost thereof, and which shall be subject to assessment pursuant to the provisions of Paragraph B.11, below.

15. As of the date of this Declaration, the Developer intends to (but shall not in any event be obligated to) install a pier along the shoreline of Hunters Lake (the "Pier"). If the Developer elects to install the Pier, the Developer shall have the right, in its sole and absolute discretion, to determine the location of the Pier, as well as the dimensions and design thereof, subject to the limitations contained in the Waukesha County Park and Planning Commission Staff Recommendation - Conditional Use, dated July 29, 1993, as attached hereto as Exhibit B. The Pier shall be reserved for the exclusive use of lot Owners, provided that no boats, canoes, rafts or other watercraft of any type shall be launched or otherwise used with respect to the Pier or the access to Hunters Lake which is adjacent thereto, except watercraft owned by the Association. No portion of the Pier, the access to Hunters Lake which is adjacent thereto, or any riparian lands of The Preserve at Hunters Lake shall be used by any lot Owner for the mooring or storage of any type of watercraft. The Developer discloses that as of the date of this Declaration, no permits to install the Pier have been applied for or obtained.

16. The Developer, and no other, shall have the right and authority to modify the Building and Use Restrictions and the setback restrictions set forth in the plat of the Preserve at Hunters Lake, or to permit variances from application thereof, if in its opinion, the modification or variance is consistent and compatible with the overall scheme of development of The Preserve at Hunters Lake, provided that no such modification shall be in violation of local ordinances, or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of the Developer, and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as preventing the Developer from requiring at any time, and from time to time, strict compliance with the Building and Use Restrictions, or (ii) as entitling any person to a modification or variance not approved and granted in writing by the developer.

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

B. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the Owners of lands in The Preserve at Hunters Lake and all future stages of development added as provided in Section C, below, is hereby created for purposes of managing and controlling the Common Areas (as defined below) and performing its other duties as set forth herein for the common benefit of the Owners, subject to the terms of Exhibit B. The Association shall be known as "The Preserve at Hunters Lake Homeowners Association."

2. The term "Common Areas" shall include the following areas of The Preserve at Hunters Lake and any future stages of development added in accordance with Section C, below.

(a) All outlots, conservancy areas, recreational areas and common areas managed by the Association or Developer and shown on the Plats or Certified Survey Maps of the lands subject to this Declaration. The Common Areas shall be owned in common by all Lot owners, with the owners of each Lot having an equal undivided fractional ownership interest therein. The ownership interest in the Common Areas shall be appurtenant to each Lot and shall not be severed or divided therefrom.

(b) The area of easements granted to the Association by Developer over portions of the lands subject to this Declaration.



(c) The grass area and any fencing and landscaping contained within the public rights-of-way of any public roadway adjacent to 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 the public street right-of-way may only be improved with the consent of the appropriate public authorities.

3. The Association shall be governed by a three member Committee, hereinafter referred to as the "Committee," which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Ronald P. Siepmann, James P. Siepmann and Charles B. Schiereck.

4. 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.

5. The initial term of the Committee shall commence on the date of recording of this Declaration and shall continue until two (2) calendar years after the year in which Developer first no longer owns seventy-five percent (75%) of the lots then subject to this Declaration. During such initial term Developer shall have the right to appoint, remove or replace all three members of the Committee. Developer may relinquish or reassert

all or any part of such right at any time or times during such initial term.

6. Subject to the rights of Developer as provided in Paragraph B.5, above, each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners of lots shall have one (1) vote for each lot owned.

7. After the initial term as provided in Paragraph B.5, above, the term of office of members of the Committee shall be for two (2) calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election.

8. All meetings of the Committee shall be open to Owners and held upon no 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.

9. The Committee shall have the following duties:

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

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

(c) To promulgate operating procedures for the conduct of the Association and Committee's affairs; and

(d) To enforce the provisions of this Section B.

10. The Committee shall have the following powers:

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

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

(c) To levy and collect assessments in accordance with the provisions of Paragraph B.11, below.

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

(a) The Owner of each lot shall be subject to a general annual charge or assessment of its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties. The pro rata share appurtenant to a lot shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of lots subject to this Declaration (including added future stages) at the time of the assessment. Said costs shall include, but not be limited to: taxes; insurance; repair, replacement and additions to the improvements made to the Common Area; equipment; materials; labor and the management and supervision thereof;

and all costs of the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section B.

(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 regular mail addressed to the last known address of such Owner.

(d) Assessments shall first 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 any current or subsequent Owner of the lot against which the assessment was made.

(f) The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document cancelling or releasing any such lien. The failure to file

any such notice shall not impair the validity of the lien. All recording and attorneys' 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.

12. During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Area in addition to those then in existence (herein referred to as "Additional Improvements") without the written approval of Developer. After the initial term, the Committee shall not have the power to make Additional Improvements having a cost in excess of Five Thousand Dollars (\$5,000.00) without the consent of ninety percent (90%) of the then current Owners.

13. Members of the Committee shall not be liable for Any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorneys' 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 B, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

15. If the Committee shall fail to discharge its duties under this Section B within sixty (60) days of written demand by the Town of Ottawa ("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 Paragraph B.11(a), above) of such costs.

C. FUTURE STAGES OF THE PRESERVE AT HUNTERS LAKE

The Developer, its successors and assigns shall have the right to bring within this Declaration lands in future stages of The Preserve at Hunters Lake, 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 subsection 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.

D. AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands then having at least sixty percent (60%) of the votes in the

Association (notwithstanding the foregoing, provisions hereof requiring a vote in excess of sixty percent (60%) shall not be amended without the affirmative vote of such higher percentage); 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.

E. DURATION OF RESTRICTIONS

These restrictions and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded, and upon the expiration of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for successive terms of 10 years each, unless prior to the end of the then-current term a notice of termination is executed by the owners of at least ninety percent (90%) of all lots subject to this Declaration (and their mortgagees) and is recorded in the office of the Register of Deeds of Waukesha County. These Restrictions shall be deemed to run with the land and shall bind the owners and their heirs, successors and assigns and be enforceable by any owner, and to the extent permitted by Paragraph B.15, above, the Town of Ottawa, Waukesha County, Wisconsin.