

Third Amendment to
BY-LAWS OF DEER PATH HOMEOWNERS' ASSOCIATION, INC.
(Approved by Members at the Deer Path HOA Annual Meeting held on May 3, 2010)

The following section replaces the corresponding section of the By-Laws dated August 8, 2001, as amended by the First Amendment dated January 9, 2007, as further amended by the Second Amendment dated November 12, 2007:

2.2 Approval of a Matter. Except as otherwise provided in these By-Laws or in the Declaration, a matter to be voted upon at a meeting at which a quorum is present shall be deemed approved if the number of votes for approval is more than 50% of the number of votes entitled to be cast by the Members in person or represented by proxy and is also more than 40% of the number of Lots in the Subdivision.

Second Amendment to
BY-LAWS OF DEER PATH HOMEOWNERS' ASSOCIATION, INC.
(Approved by Members at the Deer Path HOA Special Meeting held on November 12,
2007)

The following section replaces the corresponding section of the By-Laws dated
August 8, 2001, as amended on January 9, 2007:

3.3 Annual Meeting. The annual meeting of the Association shall be held on
the first Monday of May of each year. At the annual meeting, one or more members of
the Board may be elected by the Members in accordance with the requirements of
Section 4.2 of these By-Laws. The Members may also transact such other business of
the Association as may properly come before them.

Amendment to
BY-LAWS OF DEER PATH HOMEOWNERS' ASSOCIATION, INC.
(Approved by Members at the 2007 Deer Path HOA Annual Meeting held on January 9,
2007)

The following articles replace the corresponding articles of the By-Laws dated
August 8, 2001:

ARTICLE 2. VOTING, APPROVAL OF A MATTER, QUORUM, PROXIES

2.1 Voting.

(a) Each Lot is vested with one (1) vote. If a Member owns more than one Lot, such Member shall have one (1) vote for each Lot owned.

(b) If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If the owners of a Lot cannot agree on how to vote, such Lot shall lose its vote for the particular item to be voted upon. If a Lot is owned by a legal entity, the person entitled to cast the vote for the Lot shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Lot occurs.

(c) There shall be no cumulative voting.

2.2 Approval of a Matter. Except as otherwise provided in these By-Laws or in the Declaration, a matter to be voted upon shall be deemed approved if the number of votes for approval is more than 50% of the number of votes cast in person or by proxy and is also more than 40% of the number of Lots in the Subdivision.

2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of the owners of more than 25% of the Lots in the Subdivision shall constitute a quorum.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

3.8 Parliamentary Procedure. Meetings of the Association shall be conducted in a manner that is considered reasonable and fair by the Board of Directors.

6.2 Assessments. The estimate of common expenses of the Association, in accordance with the provisions of the Declaration, shall be assessed against each Lot in the Subdivision, on an annual basis and paid in full by January 10th of each year provided, however, that Developer shall only be assessed as provided in the Declaration. Assessments shall be levied uniformly among the Lots except for special

Amendment to
BY-LAWS OF DEER PATH HOMEOWNERS' ASSOCIATION, INC.
(Approved by Members at the 2007 Deer Path HOA Annual Meeting held on January 9,
2007)

assessments, fines, fees or charges levied on the Lots. The assessment shall be paid on a prorated basis where proper, upon receipt by a Member of the deed to a Lot. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs. Assessments shall be paid on or before thirty (30) days after the date when such assessments are due. Any assessment not paid within thirty (30) days of its due date shall be delinquent and the Member shall be charged interest at the rate of fourteen percent (14%) per annum on the unpaid assessment. Interest shall accrue from the date when the assessment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due. No Member who is more than thirty (30) days delinquent in the payment of an assessment shall be entitled to vote at any regular or special meeting of the Members. If a Member fails to timely pay an assessment such Member shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

8.1 Amendments. These By-Laws may be amended by the Members in a duly constituted meeting for such purpose.

#4
Deer
Path

BY-LAWS OF

DEER PATH HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1 Name. The name of the corporation shall be DEER PATH HOMEOWNERS' ASSOCIATION, INC. (the "Association").

1.2 Application. These By-Laws are adopted pursuant to the Declaration of Restrictions for Deer Path (the "Declaration"), and the Articles of Incorporation for this Association ("Articles"). Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

1.3 Members. "Members" of the Association shall consist of the Lot Owners set forth in the Declaration.

1.4 Initial Organization. Notwithstanding any provision set forth in these By-Laws to the contrary, the Developer shall designate the initial Board of Directors, consisting of five (5) persons, none of whom must be Members, who shall have all of the rights and powers reserved to the Board under these By-Laws. Such members of the Board, or successors to any of them as designated by Developer, shall continue to serve until the Developer has sold all Lots of the Subdivision.

1.5 Location. The principal office of the Association shall be at 1240 South Grand Avenue, Waukesha, Wisconsin 53186. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

ARTICLE 2. VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

2.1 Voting.

(a) Each Lot is vested with one (1) vote. If a Member owns more than one Lot, such Member shall have one (1) vote for each Lot owned.

(b) If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If the owners of a Lot cannot agree on how to vote, such Lot shall lose its vote for the particular item to be voted upon. If a Lot is owned by a legal entity, the person entitled to cast the vote for the Lot shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of

appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Lot occurs.

(c) There shall be no cumulative voting.

2.2 Majority of Members.

(a) The term "majority of Members" shall mean those Members holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

(b) A matter shall be deemed approved if approved by a majority of Members.

2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Members shall constitute a quorum.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 3. MEETINGS

3.1 Roster of Members. The Association shall maintain a current roster of names and addresses of every Member. Each Member shall be given notice of all meetings of Members of the Association. Every Member shall furnish the Association with his or her name and current mailing address. No Member may vote at meetings of the Association until the foregoing information is furnished.

3.2 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board.

3.3 Annual Meeting. The annual meeting of the Association shall be held on the second Tuesday of January of each year. At the annual meeting, one or more members of the Board may be elected by the Members in accordance with the requirements of Section 4.2 of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Members if directed by resolution of the Board or upon a petition signed by a majority of the Members and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Members present, either in person or by proxy.

3.5 Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, and such notice shall be effective upon the date of delivery or mailing.

3.6 Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7 Order of Business. The order of business at all meetings of the Members shall be as follows:

- 3.7.1 Roll call.
- 3.7.2 Proof of notice of meeting or waiver of notice.
- 3.7.3 Reading of minutes of preceding meeting.
- 3.7.4 Reports of officers.
- 4.7.5 Report of committees.
- 3.7.6 Election of directors (when applicable).
- 3.7.7 Unfinished business.
- 3.7.8 New business.

3.8 Parliamentary Procedure. Except where inconsistent with these By-laws, meetings of the Association shall be conducted in accordance with the latest revised edition of **Roberts Rules of Order**.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of at least five persons. Subject to the provisions of Section 1.4, two Directors shall be Members or designees of entity Members in a certificate filed with the Association under Section 2.1(b) and the third Director may be a non-Member.

4.2 Election and Term of Office. Within thirty (30) days after the conveyance of the last vacant Lot by the Developer to an unrelated purchaser,

the Board shall call a meeting of the Members to elect two new Directors replacing the Developer appointed Directors. The terms of office of the Directors elected by the Members shall be fixed for 3 years each from the date of the annual meeting first following the meeting at which such Director is first elected by the Members. Each Director shall hold office until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that a Member may not cast more than one (1) vote for each Lot owned by the Member for any single candidate. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of directors to be elected have been so elected.

4.3 Powers and Duties. The Board shall have the powers necessary to administer the Subdivision and Common Areas in accordance with the Declaration, including the power to do the following:

4.3.1 Make and enforce (including enforcement through the establishment of a system of fines), rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Subdivision and Common Areas.

4.3.2 Make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Areas as required under the Declaration or for such other purposes as fall within the responsibility of the Association and general powers of the Board.

4.3.3 Approve all building, outbuilding or other structures, swimming pools, fences, walls, driveways, tennis courts, light posts, landscaping or other structures or improvements to be constructed, erected, placed or altered on any Lot as the Architectural Control Committee as provided in the Declaration. In so doing, the Board shall be acting as the Architectural Control Committee as required under the Declaration, and the approval process outlined in the Declaration shall be followed by the Board. The initial Architectural Control Committee shall be appointed by the Developer and shall exercise the powers of the Architectural Control Committee as outlined in the Declaration. The Board shall assume the powers of the Architectural Control Committee after the Developer has conveyed the last vacant Lot to an unrelated purchaser.

4.3.4 Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Association.

4.3.5 Satisfy all liens against the Association and pay necessary expenses connected therewith.

4.3.6 Employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section.

4.3.7 Perform such other functions as are required by law.

4.4 Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Members.

4.5 Reimbursement of Expenses. Directors shall be entitled to reimbursement of all expenses relating to their activities as Directors.

4.6 Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Members or the resignation of a Developer appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting of the Members duly called, any one or more of the Directors elected by the Members may be removed with or without cause by a majority of the Members and a successor elected by the Members to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

4.8 Organization Meeting. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

4.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by

mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) or more Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall also be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.13 Fidelity Bonds. The Board shall require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14 Liability of Directors and Officers. No person shall be liable to the Association or Members for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or nonaction based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.15. Indemnity of Directors and Officers.

4.15.1 Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of negligence or willful

misconduct on the part of such Director or officer. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a Director or officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

4.15.2 All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a common expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Member who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to status as a Member of the Association.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board at its organizational meeting following the annual meeting. Officers shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the

President nor the Vice President is able to act, the Board shall appoint a director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties imposed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board.

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Members.

ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall adopt a budget for the operation of the Association at least annually. The budget will contain estimates of the cost of operating the Association and shall include all common expense items and may include a reserve for capital replacements.

6.2 Assessments. The estimate of common expenses of the Association, in accordance with the provisions of the Declaration, shall be assessed against each Lot in the Subdivision, on an annual basis and paid in monthly installments provided, however, that Developer shall only be assessed as provided in the Declaration. Assessments shall be levied uniformly among the Lots except for special assessments, fines, fees or charges levied on the Lots. The first installment shall be paid on a prorated basis where proper, upon receipt by a Member of the deed to a Lot. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs. Assessments and installments of assessments shall be paid on or before thirty (30) days after the date when such assessments and installments are due. Any assessment or installment not paid within thirty (30) days of its due date shall be delinquent and the Member shall be charged interest at the rate of fourteen (14%) percent per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any,

and then to the assessment payment first due. No Member who is more than thirty (30) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Members. If a Member fails to timely pay an assessment or installment such Member shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

6.3 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Members to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than \$500.00 for payment of Association obligations, bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

6.4 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

ARTICLE 7. OBLIGATIONS OF THE MEMBERS

7.1 Maintenance and Repair. A Member shall be responsible to the Association and each other Member for any claims, damages or other liabilities arising from the Member's failure to discharge its obligations under the Declaration. A Member shall reimburse the Association or another Owner on demand for any expenditures incurred in repairing or replacing any part of such other owner's improvements or the Common Areas damaged by the reimbursing Member, any member of such Member's family, or a tenant, employee or other user or occupant of the reimbursing Member's Lot.

ARTICLE 8. AMENDMENTS

8.1 Amendments. These By-Laws may be amended by the Members in a duly constituted meeting for such purpose. No amendment shall take effect unless approved by the Owners of at least 60% of the Lots in the Subdivision. No amendment shall limit any right granted to or reserved by Developer herein.

ARTICLE 9. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

9.1 Notice to Association. Any Member who mortgages a Lot shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgage or mortgagee(s). The Secretary of the

Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

9.2 Notice of Unpaid Assessments. Upon twenty (20) days request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Lot, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Lot. If any mortgagee, proposed mortgagee or purchaser of such Lot, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Lot be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within twenty (20) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

9.3 Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 10. CONFLICTS

10.1 Conflicts. If any provision of these By-Laws conflicts with the Declaration, the Declaration will control.

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08/08/01

Second Amendment to
DECLARATION OF RESTRICTIONS FOR
DEER PATH

Document Number

Document Title

RE: DECLARATION OF RESTRICTIONS FOR DEER PATH

Deer Path is a subdivision of 118 lots owned by the members of Deer Path Homeowners' Association, Inc., which is a Wisconsin non-stock corporation. The property is known as:

Deer Path, being all that part of the SE ¼ and SW ¼ of the NW ¼, and the NE ¼, NW ¼ and SE ¼ of the SW ¼ of Section 13, T6N, R19E, City of Waukesha, Waukesha County, Wisconsin.

At the annual meeting of Deer Path Homeowners' Association, Inc. on May 3, 2010, the members approved proposals to amend the DECLARATION OF RESTRICTIONS FOR DEER PATH (which is recorded as document #2613762), as amended by the Amendment to DECLARATION OF RESTRICTIONS FOR DEER PATH (which is recorded as document #3451979). There were 74 votes for approval of the proposals. The 74 votes for approval represent more than 62% of the lots affected by the proposals, which meets the 50% minimum requirement specified in document #3451979. Specifically, the DECLARATION OF RESTRICTIONS FOR DEER PATH, as amended on January 9, 2007, is changed as follows:

The **MEMBERSHIP** paragraph in **ARTICLE V. ARCHITECTURAL APPROVAL** is changed to read as follows:
MEMBERSHIP. The Architectural Control Committee shall consist of the members of the Board of Directors of Deer Path Homeowners' Association, Inc. The Board shall act as the Architectural Control Committee and shall have the powers and authority of the Architectural Control Committee that are described in this Declaration.

The text in the last sentence of **ARTICLE XII. HOMEOWNERS ASSOCIATION** that reads "the assessment shall bear interest from the date of delinquency" is changed to "the assessment shall bear interest from the date when the assessment was first due."

The text following the heading **ARTICLE XVI. MODIFICATION AND AMENDMENT** is changed to read as follows:
Any of the foregoing restrictions, protections, covenants, changes or provisions may be annulled, waived, changed, modified, or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the owners of more than fifty percent (50%) of the lots affected by these declarations. Said declaration shall be executed as required by law so as to entitle it to be recorded and it shall be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, before it shall be effective.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). WRDA HB Rev. 1/8/2004

3748445

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

June 04, 2010 02:58 PM
James R Behrend
Register of Deeds

2 PGS
TOTAL FEE: \$13.00
TRANS FEE: \$0.00
Book Page -



Recording Area


Name and Return Address

John Rasmussen
Deer Path HOA
P.O. Box 1986
Waukesha, WI 53187-1986

Parcel Identification Number (PIN)


Second Amendment to
DECLARATION OF RESTRICTIONS FOR
DEER PATH

Dated this 24 day of May 2010.

Signed by 
John Rasmussen
President of Deer Path Homeowners' Association, Inc.

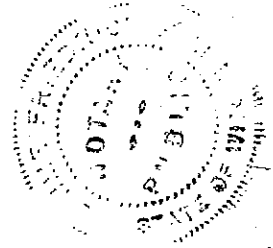
STATE OF WISCONSIN, County of Waukesha

Subscribed and sworn to me on May 24, 2010 by the above-named person, John Rasmussen

Signature of notary or other person authorized to administer an oath 
(as per s. 706.06, 706.07)

Print name: Jaime Friedrich

Title: Notary of Republic My commission expires: 01/01/2012



This document was drafted by Michael D. Jaquint, Treasurer of Deer Path Homeowners' Association, Inc.
P.O. Box 1986, Waukesha, WI 53187-1986

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UC3451979-001

Amendment to
**DECLARATION OF RESTRICTIONS FOR
DEER PATH**
Document Title

3451979

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

01-22-2007 1:40 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 4.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 1

RE: DECLARATION OF RESTRICTIONS FOR DEER PATH

Deer Path is a subdivision of 118 lots owned by the members of Deer Path Homeowners' Association, Inc., which is a Wisconsin non-stock corporation. The property is known as:

Deer Path, being all that part of the SE 1/4 and SW 1/4 of the NW 1/4, and the NE 1/4, NW 1/4 and SE 1/4 of the SW 1/4 of Section 13, T6N, R19E, City of Waukesha, Waukesha County, Wisconsin.

At the annual meeting of Deer Path Homeowners' Association, Inc. on January 9, 2007, the members approved a proposal to amend ARTICLE XVI of the DECLARATION OF RESTRICTIONS FOR DEER PATH, which is recorded as document #2613762. There were 87 votes for and 5 votes against approval of the proposal. The 87 votes for approval represent more than 73% of the lots affected by the proposal, which meets the 60% minimum requirement specified in document #2613762 to make a change to that document. Specifically, ARTICLE XVI of the original Declaration was changed to read as follows:

ARTICLE XVI MODIFICATION AND AMENDMENT

After five (5) years from the date of recording of this Declaration, any of the foregoing restrictions, protections, covenants, conditions, changes or provisions may be annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the owners of at least fifty percent (50%) of the lots affected by these declarations, and with the consent of the undersigned so long as Developer shall own any of said lots except that so long as Developer shall own fifty percent (50%) of the lots affected by these declarations, the Developer may modify or amend any of the foregoing restrictions, covenants and conditions as to any unsold lots. Said declaration shall be executed as required by law so as to entitle it to be recorded and it shall be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, before it shall be effective.

Dated this 18 day of January, 2007

Signed by: [Signature]
John Rasmussen
President of Deer Path Homeowners' Association, Inc.

STATE OF WISCONSIN, County of Waukesha

Subscribed and sworn to me on January 18, 2007 by the above-named person, John Rasmussen

Signature of notary or other person authorized to administer an oath: [Signature]
(as per s. 706.06, 706.07) Print name: Amy L Aldrich

Title: Notary My commission expires: June 21, 2007

This document was drafted by Michael D. Jaquint, Treasurer of Deer Path Homeowners' Association, Inc. This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m), WRDA HB Rev. 1/8/2004

Recording Area

Name and Return Address

John Rasmussen
Deer Path HOA
P.O. Box 1986
Waukesha, WI 53187-1986

Parcel Identification Number (PIN)

[Handwritten mark]



WC2613762-011

Document Number

DEC 28 00 0 0 0 1 8 3
**DECLARATION OF
RESTRICTIONS FOR
DEER PATH**

2613762

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

12-28-2000 9:53 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 24.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 11

This space reserved for recording data

RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, BIELINSKI HOLDINGS, LLC, a Wisconsin limited liability company, hereinafter known as Developer, being the owner of the property known as:

Deer Path, being all that part of the SE ¼ and SW ¼ of the NW ¼, and the NE ¼, NW ¼ and SE ¼ of the SW ¼ of Section 13, T6N, R19E, City of Waukesha, Waukesha County, Wisconsin.

In order to maintain harmony of appearance, protect property values, and develop the lands above described to a residential district of the highest class and character, and for the protection of the buyers of lots in said Subdivision, Developer does hereby declare and provide that said lands described above shall be subject to the following restrictions, covenants and conditions, to-wit:

ARTICLE I. GENERAL PURPOSE

The purpose of this declaration is to ensure the best use and most appropriate development and improvement of each building site to protect owners of building sites against such use of surrounding building sites as will detract from the value of their property; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to encourage and secure the erection of attractive homes with appropriate placement on building sites; to secure and maintain proper setbacks from street and adequate spaces between structures; and in general, to provide adequately for a high type and quality of improvement in said property, and thereby to preserve and enhance investments made by purchasers of building sites therein.

ARTICLE II. SINGLE-FAMILY LOTS

All lots, except outlots, shall be used for single-family residential purposes, as designated on the plat of Deer Path. No model homes and/or spec homes, for show, display, or for sale will be allowed within the subdivision without the written permission of the Developer.

ARTICLE III. SIZE OF RESIDENCE

All dwellings shall have the following schedule of area, exclusive of porches, garages, patios, breezeways and similar additions, to-wit:

- A. ONE-STORY BUILDING (RANCH) - not less than 1,800 square feet;

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- B. ONE AND ONE-HALF - not less than 2,200 square feet;
- C. TWO STORY BUILDING - not less than 2,200 square feet;

ARTICLE IV. SETBACK REQUIREMENTS

A. FRONT YARD. Front yard setbacks shall be thirty (30) feet, whenever possible. Developer reserves the right to require greater setbacks and lesser setbacks, but in no event shall the front yard setback be less than 25 feet.

B. REAR YARD. Rear yard setbacks shall be forty (40) feet or the minimum required by the City of Waukesha, provided, however, the rear yard setback may be twenty (20) feet if the side yard is forty (40) feet.

C. SIDE YARD. Side yard setbacks shall be as follows:

- (1) One-Story Building: Eight (8) feet minimum on any one side, with twenty (20) feet total on the two sides;
- (2) More than One-Story Building with Garage on one Side: Eight (8) feet minimum on the garage side, with twenty (20) feet total on the two sides;
- (3) Two-Story Building: Ten (10) feet minimum on any one side, with twenty-five (25) feet total on the two sides.

No building shall be constructed closer than twenty (20) feet to any other principal building, except that the space between principal buildings may be reduced to sixteen (16) feet if an attached garage is constructed between the two structures.

ARTICLE V. ARCHITECTURAL APPROVAL

The Architectural Control Committee must give its written approval prior to construction, change or alteration of any of the following:

- A. Buildings.
- B. Fences.
- C. Signs.
- D. Walls.
- E. Swimming Pools.
- F. Other structures of any kind or character.

GRADE ELEVATION. Each lot owner shall be responsible for grading his or her lot in substantial conformance with the Master Grading Plan approved by the City of Waukesha to ensure positive drainage. No lot grade elevation shall be created, changed, or altered without the written approval of the Architectural Control Committee.

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SUBMISSION OF PLANS AND SPECIFICATIONS. Complete plans, specifications, color selections and stakeout survey shall be submitted in duplicate to the Architectural Control Committee. Such Architectural Control Committee shall have the right to refuse to approve any such plans and specifications which, in its opinion, are not desirable for aesthetic or for any other reasons, and in passing upon such plans and specifications the Architectural Control Committee shall have the right to establish the grade and take into consideration the suitability of the proposed building or other structure in relationship to its location and in relationship to other existing structures; the effect of the proposed structure upon the value of other structures in the Subdivision and other lots in the Subdivision; the materials of which it is to be built; the site upon which it is proposed to be erected; the harmony of the design and exterior colors thereof with surrounding building; the view and outlook from adjacent property, and any and all other considerations which may affect or influence the Architectural Control Committee in attempting to comply with the purposes hereinabove set forth. Such Architectural Control Committee shall have the right to waive infractions or deviations which, in the opinion of the Architectural Control Committee may cause undue hardship. The Architectural Control Committee may grant variances from such minimum requirements herein as to size or location not to exceed ten percent (10%) and not in violation of the City Ordinances as then in effect, in such cases as in the opinion of the Committee the essence and spirit of these covenants will be promoted thereby. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after duplicate plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as required by this paragraph only; all other provisions of these restrictions to have full force and effect. Action by said Architectural Control Committee shall be final and conclusive as to persons then or thereafter owning lands in said Subdivision.

MEMBERSHIP. So long as the Developer, or his assigns, shall own any lots in Deer Path, the authority and functions of the Architectural Control Committee shall be lodged in and exercised by such persons as may be appointed for that purpose by Developer, or his assigns, with the right of Developer to revoke such appointment and to appoint successors in substitution thereof. Such appointment, other than the original revocation or substitution, shall be in writing and recorded in the office of the Register of Deeds in and for Waukesha County, Wisconsin. The initial appointment shall be the following: Frank Bielinski, Harry Bielinski and Gloria Rongstad. When the Developer no longer owns any lots in the Subdivision, then the Architectural Control Committee shall consist of three (3) members and they shall be elected by the buyers of the lots in the Subdivision, each lot representing one vote. Members of the Architectural Control Committee, except the original Committee and substitutes designated by the Developer, shall serve for three (3) years, or until their successors have been duly elected. Due notice of the election of such Architectural Control Committee shall be filed in the office of the Register of Deeds for Waukesha County, Wisconsin.

ARTICLE VI. BUILDING AND DESIGN CRITERIA

LANDSCAPING. All plans and specifications and all approvals by the Architectural Control Committee shall be conditioned upon a commitment of the buyer of the lot to seed or sod and landscape the lot in a manner in harmony with the adjacent property within twelve (12) months of the date of issue of an occupancy permit.

BRICK OR STONE. All residential dwellings must include brick, cultured brick, natural stone, or cultured stone on the front elevation. The Architectural Control Committee may, in its sole discretion, waive this requirement in the event the Architectural Control Committee is of the opinion that brick or stone is not required for the architectural style of the dwelling.

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ROOF. All dwellings shall have an 8/12 roof pitch unless this requirement is waived by the Architectural Control Committee for design reasons. The roofing material for the roofing of all buildings must be architectural grade dimensional material.

SHUTTERS, TRIM AND WINDOWS. Shutters, wide trim and other trim features shall be consistent on all sides of dwellings and garages. Windows shall be required on all exterior elevations of dwellings and garages.

DRIVEWAYS. All driveway approaches must be constructed of poured concrete. All driveways must be constructed of poured concrete or other hard surface material as approved by the Architectural Control Committee and must be completed within twelve (12) months of the date of issue of an occupancy permit.

PROFESSIONAL DESIGN. All structures shall be designed by a qualified engineer, architect or designer experienced in residential design.

COMPLETION OF CONSTRUCTION. All buildings shall be completed within one (1) year from the date the ground is broken for such building, unless a further extension of time is given by the Architectural Control Committee. No building shall be moved onto any lot and no building shall be constructed on any lot that shall contain secondhand materials.

TWO-CAR GARAGE REQUIRED. All homes must have at least a two-car garage attached to the dwelling either by forming an integral part thereof or in such manner as shall meet the approval of the Architectural Control Committee. The Architectural Control Committee reserves the right to modify this provision in a case deemed appropriate by it.

OFFENSIVE ACTIVITY. No noxious or offensive activity 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.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used in whole or in part for the storage of rubbish or building materials of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. Trash, garbage or other waste kept on the property shall be in sanitary covered containers, which are stored out of sight of the street and adjacent property.

ANTENNAE. No external radio or similar aerial or tower including satellite dishes shall be erected without prior approval of the Architectural Control Committee.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any building be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the Architectural Control Committee.

STORAGE OF VEHICLES. There shall be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items.

SHEDS. Storage sheds, outbuildings, or other buildings, other than the principal residential dwelling building and attached garage shall be permitted, provided they conform to the architectural style of the home. All

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heds, outbuildings or other buildings must be approved by the Architectural Control Committee prior to construction.

DOG KENNELS AND PETS. No exterior detached dog kennel shall be constructed or maintained on any lot. Any dog kennel must be attached to the dwelling and must be approved by the Architectural Control Committee prior to construction. No lot owner shall keep any pet which creates a nuisance.

FENCES. All fencing must be approved by the Architectural Control Committee prior to installation. The Architectural Control Committee shall make the final determination on what fencing will be permitted and the location of all fencing. No fence erected on any lot affected by this Declaration shall be higher than four feet from the graded surface of the ground on which said fence is erected. No chain link fencing shall be permitted.

UNIFORM MAILBOXES. All mailboxes within the subdivision shall be of a uniform design selected by the Developer and installed and maintained at the lot owner's expense. Buyer may be required to provide an individual temporary mailbox at a common location as directed by the U.S. Postal Service.

SWIMMING POOLS. All swimming pools within the Subdivision must be in-ground and below grade. No above-ground swimming pools are permitted within the Subdivision.

ARTICLE VII. LAMPPOSTS

In lieu of public street lights, there shall be installed at the lot owner's expense in a location designed by Developer at the time of the construction of the residence building on a lot one (1) outdoor electric lamppost with photoelectric controls. The design of the lamppost shall be selected by the Developer. The lamppost shall be maintained by the lot owner in a proper operating manner.

ARTICLE VIII. SOIL REMOVAL

No soil shall be removed from any lot in the Subdivision without the proper consent of the Architectural Control Committee or its duly appointed agent. Any excess soil resulting from excavations shall be transported, at the lot buyer's expense, to such other places in the Subdivision or on other property as may be designated by the Architectural Control Committee.

ARTICLE IX. UTILITY LINES

All wires leading from public utility lines for electric or telephone service shall be installed below the surface of the lot to which such service is furnished.

ARTICLE X. SUBDIVISION IDENTIFICATION SIGNS AND LANDSCAPING

The Developer reserves unto itself and its successors and assigns, the right to erect, repair, maintain, improve, change and remove the subdivision identification sign and entrance landscaping on Lots 20, 21, 48 and 54, together with the free right of ingress and egress by all means, including vehicles over and across Lots 20, 21,

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*3 and 54, insofar as such right of ingress and egress is necessary to the proper use of the right reserved herein. No trees, shrubs, fences, or other obstructions, whether natural or constructed, shall be permitted which interfere with the unobstructed view of the sign and landscaping from the public streets adjacent to Lots 20, 21, 48 and 54. The right reserved in this Article X. shall continue so long as the Developer shall own any of the lots in the Subdivision.

The City of Waukesha Water Utility has or will grant a landscaping easement to the Developer on the lands described on Exhibit A attached hereto. The Developer may, at such time as Developer may determine, in Developer's sole discretion, assign all of its rights and obligations to the homeowners association referred to in Article XII hereof. Upon such assignment, said homeowners association shall assume the maintenance of any trees, shrubs, vegetation or other items of landscaping constructed on the property described on Exhibit A attached hereto in accordance with the landscaping easement.

ARTICLE XI. EASEMENTS, WETLANDS, AND PRIMARY ENVIRONMENTAL CORRIDOR

EASEMENTS. (1) All drainage and storm sewer easements shown on the subdivision plat of Deer Path are granted to the City of Waukesha. (2) An easement for sidewalk purposes shall apply to all lots at street corners, and said easement shall be over that area of the said lots which lies between the street right-of-way lines and the chord of a curve of 15 feet radius, the center of which curve is the block corner, except at Milky Way Road and Guthrie Road where the radius is 25 feet. (3) There shall be a 10' wide temporary slope easement across the street frontage of all lots, said easement not to be permanently improved and to be in effect until sidewalk is installed. (4) No building or fences shall be constructed in sewer easements, no trees or bushes which would grow more than four (4) feet in height shall be planted within said easements shown on this plat without approval of the City of Waukesha Engineering Department. (5) City of Waukesha is given the right to enter upon the drainage easements and maintain them at the cost of adjoining owners if said owners refuse or neglect to maintain said drainage easements.

WETLAND RESTRICTIONS. Those areas of land which are identified as wetlands area on the subdivision plat of Deer Path shall be subject to the following restrictions: (1) Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. (2) The removal of topsoil or other earthen materials shall be prohibited. (3) Removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited with the exception of the removal of dead, diseased or dying vegetation at the discretion of landowner, or silvicultural thinning upon the recommendation of a forester or naturalist and the approval of the Waukesha County Parks and Land Use Department. (4) Grazing by domesticated animals, i.e., horses, cows, etc., shall be prohibited. (5) The introduction of plant material not indigenous to the existing environment of the conservancy/wetland preservation area shall be prohibited. (6) Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. (7) Construction of buildings is prohibited.

PRIMARY ENVIRONMENTAL CORRIDOR. Those areas of land which are identified on the plat of Deer Path as Primary Environmental Corridor Preservation Area shall be subject to the following restrictions: (1) Grading and filling shall be prohibited except in connection with the construction of a residence in a designated pre-approved building envelope or with the specific approval of the Waukesha County Department of Parks and Land Use. (2) The removal of topsoil or other earthen materials shall be prohibited. (3) The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited with the exception of the removal of

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dead, diseased or dying vegetation at the discretion of landowner, or silvicultural thinning upon the recommendation of a forester or naturalist and the approval of the Waukesha County Parks and Land Use Department. The removal of any vegetative cover which is necessitated by the approved construction of residences, associated buildings and driveways, shall be permitted. (4) Grazing by domesticated animals, i.e., horses, cows, etc., shall be discouraged to the greatest extent possible. (5) The introduction of plant material not indigenous to the existing environment of the Primary Environmental Corridor Preservation Area shall be prohibited. (6) Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. (7) Construction of buildings within the Primary Environmental Corridor Preservation Area is prohibited, except as may be specifically provided for on the Subdivision Plat or Certified Survey Map. Any alterations to a pre-approved building envelope will require the approval of the Waukesha County Department of Parks and Land Use.

ARTICLE XII. HOMEOWNERS ASSOCIATION

The Developer may, in the Developer's discretion, transfer title to Outlot 1 in Deer Path and Outlots within future additions to Deer Path to Bielinski Conservation Community Land Foundation, Inc. or to an incorporated homeowners association created by the Developer. In the event Developer does so transfer title to said Outlots, said Outlots shall be for the recreational and aesthetic benefit of the owners of lots in Deer Path, the Subdivision, and any future additions to Deer Path and the Subdivision which may be developed by Developer in the future and the owners of the lots will be assessed their just share of the cost of maintenance of said Outlots, the landscaping on the land described on Exhibit A, and the island within the public right-of-way of Hunter Court, as hereinafter set forth. All owners of lots in Deer Path, the Subdivision, and any future additions to Deer Path and the Subdivision developed by Developer shall be members of a corporate homeowners association created by the Developer (the "Corporation"). The Corporation will be managed by a Board of Directors elected by its members; however, as long as the Developer owns any land in Deer Path, the Subdivision, or any additions to Deer Path and the Subdivision developed by Developer, it shall appoint all members to the Board of Directors. All members shall be entitled to one vote for each lot. Annual assessments for the maintenance shall be levied by the Corporation and a statement for such amount shall be mailed to the owner of each lot on or before March 1 of each year in accordance with Section 779.70 of the Wisconsin Statutes. These annual assessments shall be on a pro rata share basis for each lot. However, no assessment shall be made as to any lot owned by Developer prior to the issuance of an occupancy permit for the building constructed on said lot. Developer will be excluded from assessments on any model home until the model is sold. Costs of maintenance shall include, but not be limited to: real estate taxes, insurance, repair and replacement of fencing, access roads and paths located on the common areas, if any, and general management and supervision thereof. The current estimated annual assessment shall be \$10.00 per lot. Special Assessments may be levied by the Corporation for the purpose of defraying certain costs relating to any construction or unexpected repair of a capital improvement if consented to by a majority of the votes of the members of the Corporation. Developer shall not be assessed for any capital improvement for which it has not consented to. Special Assessments shall be due and payable ninety (90) days after the required majority affirmative vote of the voting members of the Corporation. If any 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 14% per annum, and the Corporation shall file a claim for a maintenance lien against such lot at any time within six (6) months from the date of the levy of the assessment pursuant to Section 779.70 of the Wisconsin Statutes and the Corporation may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot, together with all costs of such action.

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ARTICLE XIII. TERM

This declaration shall run with the land and shall be binding on all parties and persons having an interest in the land affected hereby for a period of twenty-five (25) years from the date of this declaration being recorded, after which time this declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots affected by this declaration has been recorded changing the covenants established in this declaration in whole or in part or reducing the term.

ARTICLE XIV. ENFORCEMENT

The restrictions and covenants contained herein may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same, by any lot owner, and the judgment in any such proceedings, in addition to providing for the removal of any building or structure erected, built, or placed in violation of the foregoing restrictions and covenants shall provide that the party found guilty of such breach shall pay to the party or parties prosecuting such proceedings, in addition to the taxable costs thereof, his or their reasonable and proper attorney fees, and all other expenses incurred by him or them therein.

ARTICLE XV. INDEPENDENT COVENANTS

Invalidity of any of the covenants or restrictions herein contained by any judgment or Court order shall in no way affect any of the other provisions herein contained, which shall remain in full force and effect.

ARTICLE XVI. MODIFICATION AND AMENDMENT

After five (5) years from the date of recording of this Declaration, any of the foregoing restrictions, protections, covenants, conditions, changes or provisions may be annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the owners of at least sixty percent (60%) of the lots affected by these declarations, and with the consent of the undersigned so long as Developer shall own any of said lots except that so long as Developer shall own sixty percent (60%) of the lots affected by these declarations, the Developer may modify or amend any of the foregoing restrictions, covenants and conditions as to any unsold lots. Said declaration shall be executed as required by law so as to entitle it to be recorded and it shall be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, before it shall be effective.

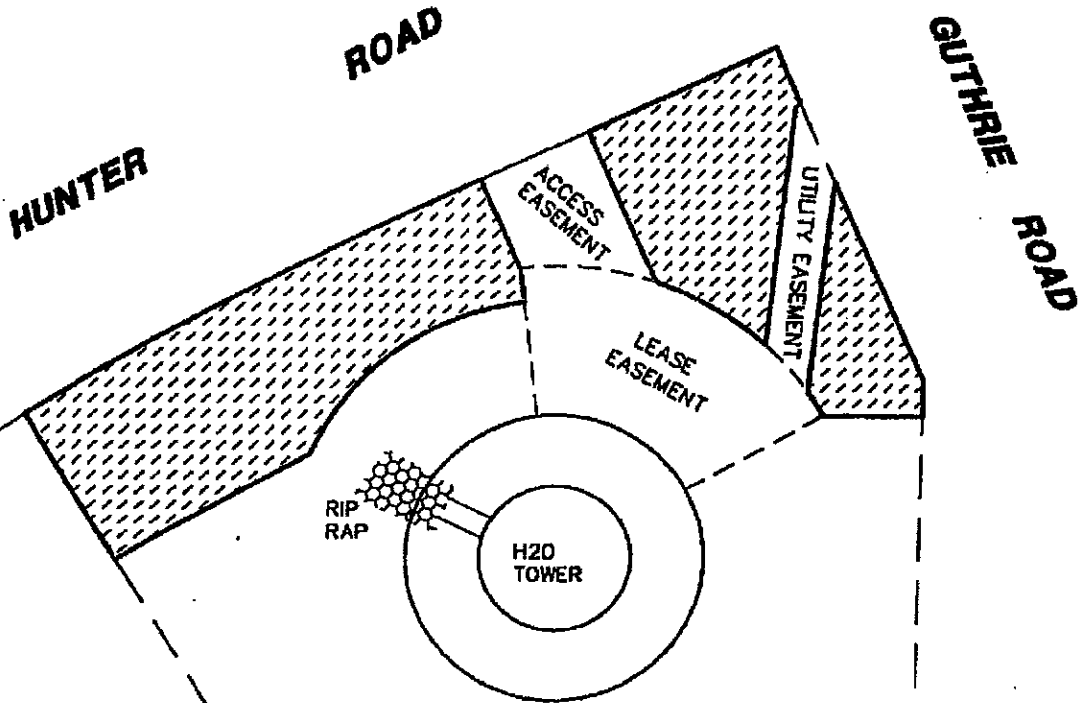
ARTICLE XVII. ZONING CODE

Nothing contained herein shall be construed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control ordinance of the City of Waukesha, except as specifically modified in writing by the City of Waukesha, within the framework of the planned unit development portion of the present zoning ordinance.

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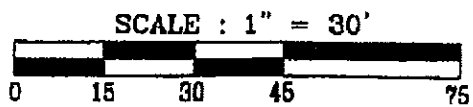
EXHIBIT A - Page 1 of 2

BEING A PART OF THE SW 1/4 OF SECTION 13
T.6N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



55

DRIP LINE OF TREES MUST BE CONTAINED WITHIN LIMITS OF EASEMENT
 LANDSCAPING MUST PROVIDE FOR DISCHARGE OF 3000 G.P.M. OF WATER
 FROM RIP RAP AREA TO HUNTER ROAD



DEC 28 00 0 0 0 1 9 3

EXHIBIT A - Page 2 of 2

October 25, 2000
Project No. 11634Water Tower Landscape Easement

Being all that part of the SW ¼ of Section 13, T6N, R19E, City of Waukesha, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the center of said Section 13; thence S.00°-18'-38"W., along the east line of the SW ¼ of said Section 13, 329.47 feet to the point of beginning of the hereinafter described lands; thence S.00°-18'-38"W., continuing along said east line 6.33 feet to a point; thence N.89°-41'-47"W., 16.67 feet to a point; thence 4.89 feet along the arc of a curve to the left with a radius of 51.34 feet whose chord bears N.32°-30'-21"W., 4.89 feet to a point; thence N.05°-56'-12"E., 36.63 feet to Junction Point "A"; thence S.24°-21'-30"E., 37.67 feet to the point of beginning.

Also including:

Commencing at Junction Point "A"; thence N.24°-21'-30"W., 14.52 feet to the point of beginning of the hereinafter described lands; thence S.38°-21'-47"W., 1.26 feet to a point; thence S.05°-56'-12"W., 40.72 feet to a point; thence 21.55 feet along the arc of a curve to the left with a radius of 51.34 feet whose chord bears N.59°-26'-25"W., 21.40 feet to a point; thence N.25°-04'-11"W., 28.31 feet to Junction Point "B"; thence N.65°-38'-30"E., 34.31 feet to a point; thence S.24°-21'-30"E., 10.06 feet to the point of beginning.

Also including:

Commencing at Junction Point "B"; thence S.65°-38'-30"W., 10.69 feet to a point; thence 9.31 feet along the arc of a curve to the left with a radius of 672.00 feet whose chord bears S.65°-14'-41.5"W., 9.31 feet to the point of beginning of the hereinafter described lands; thence S.25°-04'-11"E., 16.68 feet to a point; thence S.07°-36'-25"E., 7.43 feet to a point; thence 43.12 feet along the arc of a curve to the left with a radius of 43.84 feet whose chord bears S.54°-10'-02"W., 41.40 feet to a point; thence 39.24 feet along the arc of a curve to the left with a radius of 642.00 feet whose chord bears S.59°-15'-40"W., 39.23 feet to a point; thence N.31°-07'-36"W., 30.01 feet to a point; thence 85.35 feet along the arc of a curve to the right with a radius of 672.00 feet whose chord bears N.61°-12'-34"E., 85.29 feet to the point of beginning. Said lands contain 4,234 square feet (0.1 acres).