

DECLARATION OF RESTRICTIONS FOR
MINOR'S HOMESTEAD ADDITION NO. 3

Document Number

Document Title

9/28/06
Doc. # 34237872

Recording Area

Name and Return Address:

Title West

N14 W24200 Tower Place Suite 110
Waukesha, WI 53188

Parcel Identification Number (PIN)

**DECLARATION OF RESTRICTIONS
FOR
MINOR'S HOMESTEAD ADDITION NO. 3**

This Declaration is made this 22 day of September, 2006 by Minor's Homestead, LLC, hereinafter the "Developer".

WHEREAS, Developer is the developer of the Minor's Homestead Subdivision Addition No. 3 in the Village of Mukwonago, Waukesha County, Wisconsin; and

WHEREAS, Developer is the owner of Lots and Outlots in Minor's Homestead Subdivision Addition No. 3 (collectively the "Subdivision"); and

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

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

1. BINDING EFFECT AND DEFINITIONS

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

The terms "Minor's Homestead", "Minor's Homestead development" and "subdivision", as used in this Declaration of Restrictions, are defined as the property described on the attached Exhibit A.

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

The terms "Common Outlot" and "common area" are defined as all areas designated as Outlots on the plats for the Subdivision, excluding Outlot 12.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Minor's Homestead will become and remain an attractive, high quality residential community and to that end to preserve

and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

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

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, tennis court, light post, or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Minor's Homestead Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with square footage called out, and with roof, siding and

trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee, with a postage paid return envelope. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot Owner as evidence of such approval. Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Architectural Control Committee.

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

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

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

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence. The Architectural Control Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in the subdivision, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Paragraph 5 above. Any such conceptual approval and/or reservation may be rescinded by the Architectural Control Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as

required pursuant to Paragraph 5 above prior to the expiration of said notice period, and/or if the Committee rejects the plans so submitted.

The exterior siding of all dwellings shall consist of natural wood siding, fiber cement siding, stucco, natural stone or brick, cultured stone or brick, and/or vinyl siding. No exterior walls shall have twenty feet (20') or more of continuous wall without a door or window. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding. The roofing of all dwellings shall consist of asphalt shingles, wood shingles or tile. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper. The main portion of the roof shall have a minimum pitch of 6/12. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Architectural Control Committee.

All homes shall include an attached garage with a minimum of 400 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than 3 cars. Side entry and courtyard entry garages are encouraged, however, front entry garages may be permitted by the ACC if site conditions justify it. No detached garages shall be permitted.

Outbuildings, such as storage sheds, gazebos, pool equipment and/or changing room facilities, etc. may be allowed, providing they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single family residence on such Lot. All Lot Owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted by the Village of Mukwonago unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Minor's Homestead Subdivision shall have a minimum square footage of living space as follows:

- i. One story houses shall have a minimum square footage of living space of not less than 1,800 square feet.
- ii. One and one-half story and two story houses shall have a minimum square footage of living space of not less than 2,200 square feet.
- iii. Split level houses (three or more levels) shall have a minimum square footage of living space of not less than 2,200 square feet total on the upper two levels.
- v. Bi-level houses shall not be permitted.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below

finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

Notwithstanding the above minimum square footage requirements, the Architectural Control Committee shall have the right, in its sole discretion, to reduce the square footage requirement for any house by up to 10 % (but not below the minimum required by applicable zoning), providing the house contains outstanding architectural features and/or materials.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

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

During the time of construction the Lot Owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. In the event that the owner or his contractor shall fail in this responsibility the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and to obtain reimbursement for the expense incurred by the Developer, as set forth in Paragraph 9 below.

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

9. FAILURE TO COMPLY

In the event the lot owner and/or his or her contractors fail to comply with the cleanup requirements and/or repair of any damaged sidewalks, curbs and/or gutters, drainage facilities, public right-of-way and/or other improvements required by these Restrictions and/or by the Village of Mukwonago, and in the event the Developer, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the Village of Mukwonago for same, the Developer shall be entitled to recover, upon demand, from the Owners of the applicable Lot, jointly and severally, all costs and expenses incurred by Developer for such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable actual attorney's fees. In the event the lot owner and/or the lot owner's contractors fail to comply with the architectural or other requirements or provisions of this Declaration, and in the event Developer or the ACC retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer shall be entitled to recover, upon demand, from the Owners of the applicable Lot, jointly and severally, all costs and expenses, including but not limited to reasonable actual attorney's fees, incurred by Developer with respect to such enforcement.

10. TREES

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

As required by the provisions of the Subdivider's Agreement with the Village of Mukwonago, the Owners of each Lot, as part of the landscaping plan, shall plant a minimum of two (2) hardwood trees, selected from a list approved by the Village of Mukwonago, in the front yard of the residence, each tree shall have a minimum trunk diameter, at the time of planting, of not less than 3" (three inches), measured 6" (six inches) above the ground surface. The type and location of said trees shall be subject to approval of the Architectural Control Committee as part of the approval of the landscaping plan. The two required trees shall be planted a minimum of 15 feet from the public sidewalk.

Lot Owners are further required to maintain, and replace, if necessary, the street trees installed by Developer in the road right of way in front of their Lot, between the sidewalk and the street, for a period of three (3) years from the date of planting of each such tree. Replacement, if required, shall be with a 3" hardwood (3" trunk diameter measured 6" above the ground), selected from a list approved by the Village of Mukwonago, at the Lot Owner's expense. If a tree is located so as to interfere with driveway placement, the Lot Owner shall be responsible for relocating or replacing such tree to a location approved by the Village building inspector.

11. BUILDING SETBACKS

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

The minimum building setbacks and offsets are:

- 35 feet from all street property lines
- 15 feet from all side property lines for one-story residences,
- 20 feet from one side property line and 15 feet on the other side
for one and one-half and two story residences, and
- 40 feet from all rear property lines.

The site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the Village of Mukwonago if it

determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require.

Pursuant to the provisions of the Developer's Agreement entered into with the Village of Mukwonago, in addition to the above setback requirements, the following shall apply: "The perimeter walls of the principal dwelling shall be not less than twenty (20) feet from any wetland area depicted on the Final Plat, so as to provide for a reasonable area around the dwelling for grading, and for porches, decks, patios and stairways. Porches, decks, patios, stairways and roof overhangs shall not be subject to said 20' wetland setback. There shall be no deviation from this 20' wetland setback requirement unless approved by both the Subdivision's Architectural Control Committee and the Village Building Inspector, in their sole discretion. Any such deviation if granted, shall likely require the installation of a retaining wall to avoid excess slopes."

12. DRIVEWAYS

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. The driveway approach, extending from the public street to the house side of the public sidewalk, shall be concrete, and shall be installed in compliance with the driveway approach construction requirements of the Village. The driveway shall be not more than 24 feet in width at lot line. No more than one driveway approach is allowed on any Lot.

The Lot Owner is responsible, at the Lot Owner's expense, for removal of the vertical faced curb for the driveway opening, per the specifications of the Village. The Lot Owner shall contract for said work with a contractor approved by the Village.

All driveways shall be located at least 5 feet from the property line, unless the Village Zoning Administrator, in his/her sole discretion and in writing, permits a driveway to be located less than 5 feet from a property line due to lot width limitations at the street and/or abnormal site conditions. That portion of all driveways and driveway aprons that are within the Village street right-of-way, shall be located at least 10 feet from any sewer or water lateral and hydrant unless the Village Zoning Administrator, in his/her sole discretion and in writing, permits the driveway to be located less than 10 feet from a sewer or water lateral due to lot width limitations at the street and/or abnormal site conditions. It is the responsibility of the Lot Owner to verify actual lateral locations. Neither the Developer nor the Architectural Control Committee shall have any liability for approving plans for which driveway placement violates the foregoing restrictions. Lot Owners are advised that the foregoing restrictions on driveway placement may be enforced by the Village of Mukwonago, and that improper driveway placement may result in the Lot Owner being required to either relocate the drive and/or drive apron, or relocate the sewer and/or water lateral, at the Lot Owner's expense.

13. HEIGHT OF GRADE, BUILDING PADS AND SUMP PUMP DISCHARGE

No owner of any Lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any Lot or outlot from that which is naturally occurring on that Lot or outlot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk, unless and until the

property owner shall first obtain the written approval of the Architectural Control Committee and the Village of Mukwonago for such grade alterations.

In order to obtain this approval it shall first be necessary for the property owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent Lot Owner as regards drainage or their viewing of unreasonable slope treatment.

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

All sump pump discharge lines shall be placed in such a manner that the water flow from the sump pump discharge drains to: the rear yard; or to a drainage easement located on or adjacent to the Lot; or to a stormwater detention or retention basin located on a common Outlot adjacent to the Lot. Sump pump discharge lines located such that the water flow drains to the street or public sidewalk are not permitted.

14. NUISANCES

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

15. OUTDOOR STORAGE

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

16. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the owner of said Lot.

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats and/or other customary household pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes.

18. SIGNS

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

19. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the area between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

20. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot.

With respect to dish antennas not exceeding thirty (30) inches in diameter, same shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

21. FENCES

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

22. MAILBOX, LAMPPOST AND LANTERN

Each Lot shall have a uniform mail box and newspaper box on a uniform post, which shall be installed by the Lot Owner at the Lot Owner's expense no later than the date of issuance

of the occupancy permit. The design and specifications of the mail box, newspaper box and post, including size, style, color, paint or stain, and materials, shall be such as is determined by the Architectural Control Committee, so that all mail boxes, newspaper boxes and mail box posts have a uniform appearance throughout the Subdivision. If the Post Office requires the use of grouped mail boxes, Developer shall have the right to elect, as to some or all Lots, to provide and install the mail boxes, newspaper boxes and/or posts, and to collect from Lot Owners, at closing on the lot sale, a reasonable charge for providing and installing same. The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes, newspaper boxes and/or posts, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaining the mailbox, newspaper box and post in a first class condition at all times, and in compliance with the specifications.

Each Lot Owner is required to purchase and install, prior to the issuance of the Occupancy Permit for the home on the Lot, a uniform lamppost and lantern. The lamppost and lantern shall be equipped with a photo-electric sensor so that the lantern is lit from dusk to dawn. The lamppost and lantern specifications (including manufacturer, model number, size, style, color, paint or stain, and materials and light bulb specifications), and the location at which same is to be installed, shall be such as are specified by the Architectural Control Committee. The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing lampposts and/or lanterns, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaining the lamppost and lantern in a first class condition at all times, and in compliance with the specifications.

23. EASEMENTS

The Developer at its sole discretion may grant easements to the public utilities that will service the Lots at Minor's Homestead Subdivision.

24. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet Village and county ordinances and specifications. Above ground swimming pools are prohibited, including but not limited to temporary or portable above ground pools with filtration systems. Above ground wading pools in excess of 30 square feet of water surface area are prohibited. Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

25. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the Village of Mukwonago, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any

modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the Village of Mukwonago, Waukesha County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

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

26. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement has been entered into by and between the Developer and the Village of Mukwonago, a copy of which is on file in the office of the Village Clerk of the Village of Mukwonago.

27. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the Lots in the subdivision, provided, however, so long as the Developer owns any Lot in the subdivision, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Notwithstanding the foregoing, the provisions of Sections 10, 11, 12, 13, 25 and 34 shall not be amended or modified without the approval of the Village Board of the Village of Mukwonago. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. In the event there is more than one (1) owner of any Lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

28. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

29. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision, (and by the Village of Mukwonago in the event Sections 10, 11, 12, 13, 25, 27 or 34 are violated), by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Owner's Association undertake any enforcement action.

30. TERM

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

31. SEVERABILITY

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

32. OWNER'S ASSOCIATION

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

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

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot in the subdivision is owned by Developer, Developer

shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

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

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

E. In the event any further division of any Lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential Lots within the subdivision, each Lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other Lots in the Subdivision.

33. OUTLOTS.

The Minor's Homestead Subdivision Plat contains areas designated as Outlots. Said Outlots are common areas for the Lots in Minor's Homestead. Each Lot in Minor's Homestead shall be deemed to include an equal undivided ownership interest in the Outlots, and each conveyance of a Lot in Minor's Homestead shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. *Notwithstanding the foregoing, the Developer retains the right to convey Outlot 12, as designated on the Plat for Minor's Homestead Addition No. 3, to the Waukesha Land Conservancy, a similar non-profit land conservancy group, or a governmental or quasi-governmental body and the conveyance of a Lot in the Subdivision shall not be deemed to include any ownership interest in Outlot 12."*

34. MAINTENANCE OF DRAINAGE EASEMENTS, COMMON AREAS AND ENTRANCE SIGNAGE

The Owner's Association has the responsibility of properly landscaping and maintaining all common areas, street islands and subdivision entrance signage. Subject to the provisions of Paragraph 35 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas and drainage facilities located within the individual Lots

which are subject to this Declaration of Restrictions and all drainage easement areas and drainage facilities within common areas. Maintenance of all such drainage easement areas and drainage facilities shall be performed in accordance with the Storm Water Management Maintenance Agreement executed by the Developer, the Owner's Association and the Village of Mukwonago, which has been recorded at the office of the Register of Deed for Waukesha County, Wisconsin. In the event the Owner's Association does not properly landscape and/or maintain said items, the Village of Mukwonago may send written notice to the Association setting forth which of said items the Village has determined are not properly landscaped and/or maintained, and stating that the Village of Mukwonago may perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the Village determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the Village determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the Village of Mukwonago shall then have the authority, but not the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627 Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the Village of Mukwonago, such charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627(4), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats.

35. DAY TO DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day to day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Village's authority of enforcement against the Association, as described in Section 34, above.

36. RIGHT TO EXPAND.

The Developer may, in its sole discretion, from time to time subject additional land to this Declaration by recording this document, or an amendment hereto, expanding this document, against such land and such additional land shall then be a part of the Subdivision from and after the date of such recording.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
22 day of SEPT., 2006.

Minor's Homestead, LLC, Developer

By: 

Michael D. Schutte, Executive Member

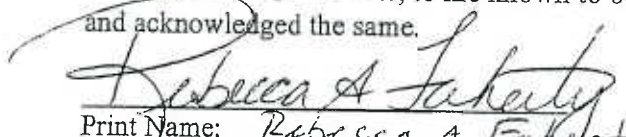
ACKNOWLEDGMENT

STATE OF WISCONSIN)

)SS.

WAUKESHA COUNTY)

Personally came before me this 22 day of September, 2006, the above-named Michael D. Schutte, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Print Name: Rebecca A. Faherty
Notary Public, Waukesha County, WI
My commission expires 4/22/2007



Approved:



Shawn Reilly, Village Attorney, Village of Mukwonago

Drafted by:

Craig A. Caliendo, Esq.

700 Pilgrim Parkway, Suite 100

Elm Grove, WI 53122

State Bar No. 1008943

EXHIBIT A

LEGAL DESCRIPTION

Minor's Homestead Addition No. 3, being a redivision of Certified Survey Map No. 3099 in the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, and part of the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Town 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin.