

DECLARATION OF RESTRICTIONS
FOR
THE PRESERVE AT HUNTERS LAKE

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN DEVELOPMENT COMPANY is a partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Brookfield, Wisconsin (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of The Preserve at Hunters Lake, a part of the Northeast Quarter (NE 1/4), Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4) and Northwest Quarter (NW 1/4) of Section 11, Town 6 North, Range 17 East, Town of Ottawa, County of Waukesha, State of Wisconsin.

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

A. BUILDING AND USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

switch. The design of the lamppost shall be subject to the approval of the Developer. The lamppost shall be maintained by the lot Owner in proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by The Preserve at Hunters Lake Home Owner's Association, created pursuant to Section B, below, and the cost of such maintenance shall be an assessment against the lot Owner, payable within ten (10) days after the date of the assessment.

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

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

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

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

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

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

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

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

B. OWNERS ASSOCIATION

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

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

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

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