

DECLARATION OF RESTRICTIONS
FOR
LAKE COUNTRY ESTATES

Updated January 1, 2007

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Being a subdivision (including all lots therein) of a part of the Northwest 1/4 of Section 8, Township 7 North, Range 18 East, in the Village of Nashotah, Waukesha County, Wisconsin.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, FRED-Nashotah Limited Partnership, hereinafter known as Developer, being the owner of the subdivision known as:

LAKE COUNTRY ESTATES

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:

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27.50*

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 and the Village against such use of surrounding buildings sites as will detract from the value of the property of Village residents: 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 shall be used only for single family residential purposes.

ARTICLE III SIZE OF RESIDENCE

1682070

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 2,000 square feet.
- B. ONE AND ONE-HALF - not less than 2,000 square feet;

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- C. TWO STORY BUILDING - not less than 2,200 square feet;
- D. TRI-LEVEL BUILDING - not less than 2,200 square feet. Furthermore, a Tri-level's top two levels shall in no case be less than 2,000 square feet.

ARTICLE IV SETBACK REQUIREMENTS

- A. FRONT YARD. Front yard setbacks shall be fifty (50) feet minimum from the lot line.
- B. SIDE AND REAR YARD. Side and rear yard setbacks shall be twenty-five (25) feet minimum from the lot line.
- C. All Corner lots shall have setbacks fifty (50) feet minimum from both the front and side street lot lines. All dwellings are to be constructed within designated building areas. All lots shall have building setbacks determined by the Architectural Control Committee, but in no event less than that provided by the laws and ordinances of the Village of Nashotah and the County of Waukesha as amended from time to time.

ARTICLE V ARCHITECTURAL APPROVAL

Under ALL CIRCUMSTANCES, 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. Storage Buildings.
- G. All other structures of any kind or character.
- H. Tennis Courts.
- L. Playground Equipment.

EASEMENTS. All lots shall be subject to any easements granted or hereafter to be granted by the undersigned or its successors and assigns to the Village of Nashotah and easements granted or hereafter to be granted for the erection and maintenance of electric power lines, telephone lines, gas or other utilities upon or over portions of any lot. The undersigned does hereby reserve for itself and its successors and assigns and for the benefit of the Village of Nashotah and public or semi-public utility companies, easements, and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits and for the placing of the necessary attachments in connection therewith for the transmission of electricity, for public and private sewers, storm water drains, gas mains, water pipes and mains, cable T.V. and telephone and other similar service and for performing any public function which they or the Village of Nashotah may deem fit and proper for the improvement and benefit of the subdivision. All easements and right-of-way shall be confined, so far as possible, in an area within twenty-five (25) feet of all lot lines, with the necessary right of ingress and egress therefrom at all times during the existence of said easements and with the right to do whatever may be necessary to carry out the purposes for which these easements are created.

GRADE ELEVATION. The natural or established grade of said lots, determined by the

Architectural Control Committee and approved by the Village Building Inspector, shall not be changed, or altered without the written approval of the Architectural Control Committee. Under no circumstances shall the drainage easements granted to the Village of Nashotah on Lots 2, 3, 4, 5, 8, 9, 10, 11, 22, 23, 26 and 27 be altered in any way.

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 right to approve or disapprove final location of home placement on said lot; 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 (10%) percent and not in violation of Village 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 Lake Country Estates, 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: William R. Arpe, Sean O'Connor and Michael J. Siewert. 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 owners of record 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. Effective December 31, 2006, the Architectural Control Committee will be dissolved and its duties and responsibilities will be assumed by the Board of Directors.

ARTICLE VI BUILDING AND DESIGN CRITERIA

LANDSCAPING. All plans for dwellings shall include a landscape plan which shall be subject to the approval of the Architectural Control Committee. Such landscape plan may be submitted for approval subsequent to submission of the building plans for the dwelling. In no event shall a landscape plan be submitted later than six months after the commencement of construction of a dwelling. Such landscape plan shall include all plantings, all walk-ways, and, a hard surfaced drive with parking stand, or turn-about. 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 a building permit, or completion, whichever comes first. No excavation or other movement of soil that is part of a project subject to the building-permit approval authority of the Village of Nashotah shall take place until siltation fences and other erosion control measures as reasonably required by the Village Engineer have been fully installed for the project. All such erosion control measures shall be maintained by the lot owner on which the project is taking place until the project is completed and the soil restabilized.

DRIVEWAYS. All driveways must be constructed of asphalt, concrete or paving material except that the portion of the driveway within three (3) feet of the street shall be asphalt or concrete and must be completed within eighteen (18) months from the date ground is broken for such building.

CULVERT. A culvert of proper size shall be properly installed as to grade and drainage, in its permanent location, and covered with bank run crushed gravel, before any materials or construction equipment are moved onto any parcel of land within the development.

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, of at least 400 sq. ft., to be built at the same time as the private dwelling, and 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 cases deemed appropriate.

ABOVE-GROUND SWIMMING POOLS. No above-ground swimming pools are allowed. In-ground pools must be approved by the Board of Directors.

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 a 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 and in compliance with Village Ordinances as then in effect.

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 EQUIPMENT AND MATERIALS. The outside storage or parking of commercial vehicles is expressly prohibited and any commercial vehicle must be housed in a garage.

STORAGE OF VEHICLES. There shall be no outside storage of cars (other than those used daily), motorcycles, snowmobiles, jet skis, boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unsightly by Architectural Control Committee.

DOG KENNELS AND PETS. No exterior detached dog kennel or house detached from the main structure shall be constructed or maintained on any lot. No lot owner shall keep any pet which creates a nuisance. The maximum Number of household pets shall be in accordance with the Village of Nashotah Ordinances covering such pets. All farm animals, poultry, etc. and animals kept for commercial purposes are not allowed under any circumstances.

FENCES AND WALLS. Plans showing exact locations and construction details of fences, walls, hedges or mass screening plantings shall be submitted to the Architectural Control Committee and be approved before they may be constructed or planted. No fences erected on any lot affected by these declarations shall be higher than four (4) feet from the graded surface of the ground on which said fence is erected. No perimeter lot fencing shall be permitted. Furthermore, these restrictions shall be in accordance with the Village of Nashotah Ordinances covering erection of fences. These restrictions do not

apply to the fence to be installed around the perimeter of the subdivision pursuant to the Developers Agreement between Developer and Village.

ARTICLE VII LAMPOSTS AND MAILBOXES

LAMPOSTS. In lieu of public street lights, there shall be installed at the time of the construction of the residence building on a lot at the lot owner's expense in a location designated by Architectural Control Committee one (1) outdoor electric lamppost with photoelectric controls. At all times the maximum wattage allowable for all exterior lamps is a standard 40 watt white only incandescent bulb with 500 lumens.

MAILBOXES. The mailbox holder shall be supplied by the developer. The design of the lamppost and mailbox holder shall be selected by the developer. The cost of the lamppost and mailbox holder shall be such sum as determined from time to time by Developer. The sum shall not exceed cost plus handling charges, and shall be paid by the prospective lot owner to Developer at the time of closing the lot transaction. Developer shall deliver the lamppost and mailbox holder to the lot owner within a reasonable period of time following the date of closing. Each lot owner shall be required to install and maintain the specified uniform lamppost and mailbox in a proper operating manner. If the lamppost and mailbox is not so maintained, maintenance shall be performed by Lake Country Homeowners Association, Inc. and the cost of such maintenance shall be assessed against the lot owner, payable within ten (10) days after the date of billing. Any unpaid assessment shall become a continuing lien on the property until paid, shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and may be enforced in the manner provided in Article X hereof.

ARTICLE VIII SOIL REMOVAL

No soil shall be removed from any lot in the Subdivision without the prior 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. If the Architectural Control Committee, after notification from the lot owner, fails or neglects within forty-eight (48) hours to notify lot owner of the place to which fill is to be delivered, the owner may dispose of said fill at his own discretion. Failure to comply with this paragraph shall render lot owners liable for damages equal to the cost of acquiring the same amount and quality of fill improperly disposed of, plus the cost of delivering the same from its source to the parcel designated.

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 HOMEOWNERS ASSOCIATION

After title has been transferred, the owners of the lots will be assessed their just share of the cost of maintenance, as hereinafter set forth. The Developer has established a non-profit organizational structure, known as Lake Country Homeowners Association, Inc. hereinafter known as "Corporation", to carry out the functions of administration of the common areas being site vision easements at road intersections, perimeter fencing subdivision signage and storm retention easements. Corporation shall do such periodic cleaning and cutting of the drainage basins as necessary so that they continue to function as designed. Corporation shall also maintain said perimeter fence and Association signage in good condition. All owners of lots shall be members of the Corporation. This Corporation will be managed by a Board of Directors elected by its members; however, as long as the Developer owns any land in the subdivision, it shall appoint all members to 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 on January 1 of each year and a statement for such amount shall be mailed to the owner of each lot on or before March 1, of each year. These annual assessments shall be on a prorata share basis for each lot. Cost of maintenance shall include, but not be limited to: insurance, repair and replacement of signage and other improvements, if any, and general management and supervision thereof. The current estimated annual assessment shall be Thirty and

No/100 Dollars (\$30.00) per lot in 1992. 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 the assessment is not paid within thirty (30) days after the delinquency date (due date), the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, shall become a continuing lien on the property until paid, 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 property, together with all costs of such action. In the event the Corporation neglects to maintain the common areas, in a manner which is in accordance with the standards fixed by the Village of Nashotah, and where such neglect has continued for a period of thirty days after notice in writing has been given by the Village of Nashotah to the Corporation, the Village of Nashotah may, but it shall not be required to, assume the care and maintenance of such areas and may create a separate assessment district for the purpose of the costs of such maintenance. Annual dues as of January 1, 2007 are seventy-five dollars (\$75.00) per lot.

ARTICLE XI 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 (all lots within the subdivision) 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.

ARTICLE XII 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, or the Village through its Board of Trustees 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 XIII 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 XIV 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 record of at least sixty percent (60%) of the lots affected by these declarations, with the written consent of the Village Board of Trustees and with the consent of the undersigned so long as Developer shall own any of said lots except that so long as Developer owns forty percent (40%) 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 with the written consent of the Village Board of Trustees. 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 XV SELECTION OF NEW BOARD OF DIRECTORS

Developer shall notify by mail all owners of record that the Home Owners Association shall be conducting an election to form a new Board of Directors and architectural Control Committee within

90 days of Developers closing on the final lot in Lake Country Estates. Such election shall entitle each lot owner to one vote to be cast by mail, postmarked at least Ten (10) days prior to the election date and addressed to the Village Clerk or designated representative, or, in person at the Village Hall.

ARTICLE XVI MUNICIPAL ORDINANCES

Nothing contained herein shall be construed to reduce, modify or alter the requirements set forth in the ordinance of the Village of Nashotah, as amended from time to time.

Dated this 29th day of October, 1991.

(NO CORPORATE SEAL)

William R. Arpe
William R. Arpe, President of Fiduciary Real Estate Development, Inc. - General Partner of FRED-Nashotah Limited Partnership

Donald S. Wilson
Donald S. Wilson, Secretary of Fiduciary Real Estate Development, Inc. - General Partner of FRED-Nashotah Limited Partnership

Michael J. Siewert
Michael J. Siewert, Owner of Lot 54 Lake Country Estates

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 29th day of October, 1991 the above-named William R. Arpe, President and Donald S. Wilson, Secretary, of the above-named corporation, and Michael J. Siewert, Lot owner, to me known to be such persons and officers who executed the foregoing instrument and acknowledge that they executed the same as such officers as the deed of said corporation, by its authority.

(SEAL)

H. Sean O'Connor
H. Sean O'Connor, Notary Public, Milwaukee County, Wisconsin.
My commission expires: 11/05/91



This instrument drafted by, and after recording should be returned to: Sean O'Connor
Director of Development
Fiduciary Real Estate Development, Inc.
225 East Mason Street
Milwaukee, WI 53202