

ORIGINAL 30

VOL 1512 PAGE 39

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Return to
VILLAGE OF GERMANTOWN
N122 W17177 FOND DU LAC AVENUE
P.O. BOX 337
GERMANTOWN, WISCONSIN 53022

Deedy & Associates
REGISTER OF DEEDS
OF WASHINGTON COUNTY WI

JUN 21 9 00 AM '95

RECORDED

DECLARATION OF RESTRICTIONS
FOR
THE PRESERVE SUBDIVISION
GERMANTOWN, WISCONSIN
DEVELOPER: JEROME A. BENCE, JR

"THE PRESERVE", being a subdivision of a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 26, running thence North 88 degrees 26'16" East along the South line of the said Northwest 1/4 Section, 485.00 feet to a point in the Southeast corner of "Bel Aire" and the place of beginning of lands hereinafter described:

Continuing thence North 01 degrees 33'44" West along the East line of "Bel Aire", 193.00 feet to a point; thence North 48 degrees 26' 16" East along the East line of "Bel Aire", 164.00 feet to a point; thence North 02 degrees 21' 51" East along the East line of " Bel Aire", 461.74 feet to a point in the South line of "Pilgrim Estates"; thence North 88 degrees 17' 49" East along the South line of "Pilgrim Estates", 603.43 feet to a point in the Southeast corner of "Pilgrim Estates"; thence North 01 degree 45' 56" West along the East line of "Pilgrim Estates", 150.00 feet to a point in the South line of Lyle Lane; thence North 88 degrees 17' 49" East along the South line of Lyle Lane, 61.36 feet to a point; thence North 01 degrees 42' 11" West 60.00 feet to a point in a curve; thence Southeasterly, 141.54 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 230.00 feet and whose chord bears South 74 degrees 04' 21.5" East, 139.32 feet to a point; thence North 50 degrees 40' 00" East, 232.91 feet to a point; thence South 39 degrees 20' 00" East, 112.85 feet to a point; thence Due South, 364.15 feet to a point; thence South 46 degrees 09' 27" East, 134.40 feet to a point; thence South 68 degrees 40' 00" East, 166.43 feet to a point in a curve thence Southwesterly, 90.99 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 305.00 feet and whose chord bear South 29 degrees 52' 47.5" West, 90.65 feet to a point; thence South 54 degrees 18' 13" East, 234.55 feet to a point; thence South 72 degrees 09' 20" East, 99.49 feet to a point; thence North 88 degrees 29' 31" East, 341.74 feet to a point; thence North 78 degrees 25' 29" East, 115.93 feet to a point in the East line of "High Pointe"; thence South 02 degrees 04' 59" East along the East line of "High Pointe" 225.28 feet to a point in the Southeast corner of the said Northwest 1/4 Section and the Northwest corner of "Heritage Hills Addition No. 1"; Thence South 02 degrees 04' 19" East along the East line of the Southwest 1/4 of Section 26, and the West line of "Heritage Hills Addition No. 1", 994.74 feet to a point; thence South 88 degrees 26' 39" West, 1315.72 feet to a point; thence North 01 degrees 46' 58" West, 994.56 feet to a point in the South line of the Northwest 1/4 of Section 26; thence South 88 degrees 26' 16" West along the South line of the said Northwest 1/4 Section, 825.70 feet to the point of beginning.

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Containing 57.96 acres more or less.

Excepting therefrom those parts described for public street purposes. Lots 105, 106 and 107 of Phase II are deleted from these deed restrictions and are not under the control of the owner's association described later. Recorded as Subdivision Plat, Document #692853, Map Book 32, Pages 15-18

WHEREAS, said JEROME A. BENCE, JR., intends to develop and improve the above described

lands into building lots and is desirous of maintaining fair and adequate values in the above described lands, and of continuing said lands as a desirable resident area within the Village of Germantown, Washington County.

NOW, THEREFORE, in consideration of the foregoing said Jerome A. Bence, Jr., does hereby impose and charge said lands with the following covenants and restrictions:

1. STRUCTURES PERMITTED - On lots zoned for residential purposes, no structure or structures (including satellite dishes), sheds, or detached dog houses shall be erected, altered, placed or permitted to remain upon any lot except a residential dwelling and a private garage.

- A. A dog house physically attached to the residence will be considered by the architectural committee and approval, if given, will be based on the plans for the dog house being submitted showing placement, fencing and landscaping in a manner which compliments the residence and subdivision.
- B. Fences will be considered by the architectural committee and approval, if given, will be based on the plans for the fence, including fence material and any related landscaping, being submitted showing placement in a manner which compliments the residence and subdivision.

2. ARCHITECTURAL CONTROL - No structure shall be erected, altered, or placed upon any lot unless and until the building plans, specifications and plot plans showing the location of such structure have been approved in writing as to the materials to be used in construction, the conformity and harmony of external design and color of the structure to be erected, with the existing or contemplated structures, and the location of the structure to be erected with respect to lot lines by an Architectural Committee composed of THE BENCE GROUP, which includes; JEROME A. BENCE, JR., OF Germantown, Wisconsin, BRIAN J. BENCE, of Merton, Wisconsin, and SCOTT J. BENCE, of Merton, Wisconsin, either member of the committee can approve.

In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to appoint by majority vote a successor member or members to serve on said committee and, pending such appointment, to approve or disapprove any plans, specifications or plot plan as herein provided. None of the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this provision.

Upon sale by the Developer of 75% of the lots within the subdivision, the authority of the Architectural Committee shall automatically vest in the lot owners association as they deem appropriate; except that authority for the approval of the building plans, specifications and plat plans as described in the first paragraph of #2 above will remain the authority of the original Architectural Committee composed of THE BENCE GROUP. Upon sale of all lots within the subdivision by the Developer, the full authority of the Architectural Committee shall automatically vest in the lot owners association as they deem appropriate.

3. CONSTRUCTION - All structures on any lot in said subdivision shall be enclosed and under roof with the finished exterior materials in place within one (1) year after the commencement of construction.

4. BUILDING LOCATIONS - Setbacks, height restrictions and locations of all structures shall

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be as regulated by the zoning ordinances of the Village of Germantown (herein referred to as "Village").

5. BUILDING TYPE AND SIZE - All lots in the Subdivision are zoned RS-4 and are restricted to the erection of a one story, story and one-half, two story or split level residence building with an attached two (or more) car garage. All garages shall have a side entrance overhead door unless the Architectural Committee deems it impossible and recommends a front entrance overhead door.

- A. A one-story home shall be a minimum of one thousand seven hundred fifty (1750) square feet.
- B. A story and one-half home shall be a minimum of two thousand (2000) square feet with a minimum of one thousand (1000) square feet on the first floor.
- C. A two-story home shall have a minimum of two thousand (2000) square feet with a minimum of one thousand (1000) square feet on the first floor.
- D. A split level home shall have a minimum of two thousand (2000) square feet.
- E. The exterior walls of the residence and attached garage must be constructed of brick, stone, wood siding (which includes only solid wood or wood wafer board products of the type and quality of the Interseal lap siding product manufactured by Louisiana-Pacific Corporation on the date hereof) or other natural materials. No aluminum, vinyl or steel siding will be permitted.
- F. Any block exposed more than one (1) course above grade must be covered like the above finish to look uniform.
- G. All roofs shall have a minimum pitch of six feet in height for each twelve feet in length (6/12), except for rear dormers on a story and one-half residence and other special circumstances if approved in writing by the Architectural Committee.

6. SURFACE DRAINAGE AND ELEVATION GRADE - A master surface drainage and house grade plan has been prepared by the Developer designating the manner in which each lot shall drain in relation to all other lots in the Subdivision and designating the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Developer and in the office of the Village Engineer and Building Inspector. At the time a building permit is requested, the grade elevation of said dwelling shall be obtained from the Building Inspector and the dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Village and the Developer. Within sixty (60) days after completion of a dwelling on any lot in the Subdivision the owner of said dwelling shall grade the lot to conform to said drainage plan and from that time forward nothing shall be done which will alter the plan or impede or obstruct the flow of surface drainage water in accordance with the plan. All grading must conform to the Master Grading Plan.

7. GARAGES - All garages shall be built at the same time as the private dwelling and shall be large enough to accommodate a minimum of two (2) or more cars. All garages shall have a side entrance overhead door unless the architectural committee deems it impossible and recommends

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a front entrance overhead door. Absolutely no boat, mobile home, vehicle licensed as a truck, extra cars, or trailers of any kind may be parked on any lot outside of the garage or within the Subdivision perimeter for more than seventy-two (72) hours except for trucks delivering materials or merchandise or used during construction or remodeling periods.

8. NUISANCES - 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. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by Developer and an occupancy permit obtained from the Village.

9. COMPLETION OF CONSTRUCTION - All buildings shall be completed within one (1) year from the date ground is broken for such buildings.

10. SWIMMING POOLS/FENCES - Swimming pools are permitted if they meet Village ordinances and specifications, and plans for said pools are approved by the Architectural Committee, which plans shall denote design, offsets, landscape treatment and fencing proposed.

11. ELECTRIC YARD LIGHTS -

- A. For purposes of safety, each property owner is required to install an electric yard light on each platted residential lot. Each such light shall be placed on the lot at the time of finish grading of the yard by the homeowner within ten (10) feet off the access street right-of-way and aligned with the front entrance walkway to the residence. Yard light should be installed prior to occupancy. Yard light should be photocell activated and not restricted by an electric switch.
- B. Each homeowner will be charged \$360 plus sales tax at the time of closing on the lot for the light post and lamp whose specification are listed below. The homeowner will receive a certificate at closing to pick-up the post and lamp within ten (10) days of closing at the developer's place of business. The price is subject to change.
- Light post: Black (aluminum) with photocell
 Lamp: Single socket with frosted lens with brass accents
 Series Rainier
 High pressure sodium; 35 watt
 Style E11TF131-17 Greystone

12. LANDSCAPING - Lots shall be landscaped and seeded or sodded within one (1) year after completion of a dwelling thereon. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a drive which shall be hard surfaced material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt or similar material shall be installed within one (1) year from the date the premises are completed.

13. ENFORCEMENT - The restrictions and covenants contained herein may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same. The proceeding may seek to recover damages and/or demand

compliance, provided however, that no actions shall be commenced after one (1) year from the date on which the violation first occurred.

14. TELEPHONE AND ELECTRIC SERVICE - All telephone and electric service to any building on any lot shall be underground from the underground utilities system. If Wisconsin Electric has overhead distribution facilities abutting any lots in this subdivision, either now or in the future, and a service is requested within 120 feet of the overhead facilities, there will be a charge to the lot owner for underground service.

15. 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 a period of twenty-five (25) years from the date of this Declaration of Restrictions is recorded, unless an amendment extending or reducing the term hereof is recorded prior to the expiration of such period.

16. 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.

17. 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 eighty (80) percent of the lots in the Subdivision (eighty (80) percent of the votes in the association); provided, however, that any such action must also be approved in writing by (i) the Village, and (ii) the Developer so long as the Developer owns any parcel or lot in the Subdivision. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall become effective only upon due recording with the office of the Register of Deeds for Washington County, Wisconsin.

18. FUTURE SUBDIVISION LOTS - There shall be no future division of subdivision of lots on this plat without the approval of the Plan Commission of the Village.

19. CONFLICTS BETWEEN RESTRICTIONS AND ZONING OR BUILDING REGULATIONS - In the event of any conflict between these restrictions and the Village's zoning and building regulations, the stricter provisions shall apply.

20. OCCUPANCY - No residence shall be occupied prior to the completion of the exterior surfacing of said dwelling and the lot finished to rough grade. All grading must conform to the Master Grading Plan.

21. SIGNS - No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

22. ANIMALS - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor exceed two (2) in number.

23. WASTE DISPOSAL - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

24. TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

25. MAILBOX - All homeowners shall install a uniform mailbox and post. The approved uniform selection is as follows:

- A. Mailbox - Pioneer Automatic Red Cedar Mailbox
Model CMB
- B. Mailbox Post - Model SP#10
Cedar Post

The stock numbers are from Fleet Farm in Germantown, WI. The selections can be purchased elsewhere provided they are an approved equal box and post in appearance to the selection described above.

26. WATER RESERVE CAPACITY ASSESSMENT - The Village Board is currently considering a proposal to levy a Reserve Capacity Assessment for future connections to the water system. This Reserve Capacity Assessment will be for various towers, wells, pump stations and oversizing. It is anticipated that this fee will become due and payable at the time plumbing permits are issued. In-as-much as the Reserve Capacity Assessment is not finalized at this time, it could be assessed in the future.

27. RESERVATION OF ASSESSMENT RIGHTS - Should the Village determine that deficiencies exist under paragraphs 6, 11a, and 29 and that the public interest requires compliance, the Village shall give notice of the deficiencies to the lot owner. The lot owner shall have the time specified in the notice to rectify deficiencies and if the deficiencies are not rectified within the time period, the Village shall have the right to enter upon such property using its own employees and equipment or contracting with others for such work to rectify the conditions. The cost of such work or services shall be billed to the lot owner. The Village shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax roll as an unpaid special charge in accordance with Section 66.60(16) of the Wisconsin Statutes against the responsible lot owner. The undersigned Owners, for themselves, their successors and assigns, do hereby consent to the levying of such special charges and hereby waive any and all notices and hearings which might otherwise be required by state statutes for the levying of special charges.

28. DRIVEWAY PRESENTATION - The following lots cannot have driveway access on Bel Aire Lane and must access on adjacent streets: Lots 27, 3, 84, 82, 81, 33, 32, 51 and 74.

29. DRAINAGE EASEMENT PROTECTION - Lot owners are responsible to maintain all private drainage easements adjacent to their property at the approved grades and free of obstructions which may impede the flow of storm water. Adjacent lot owners may not alter the approved grade of or place any obstruction within a public storm water drainage easement. If not maintained by property owners, cost to maintain could be levied in accordance with paragraph 27.

30. STORM WATER CONNECTION - Lot Owners understand it is their responsibility to hook up the sump pump to a storm water connection as per Village requirements.

31. OTHER PHASES - Lot Owners of the Preserve, Phase I, are aware that Phase II of the Preserve consists of another approximately fifty-three (53) lots and three (3) PRD multi-family locations on the East and North end of the Preserve Subdivision. These PRD locations are lots 105, 106 and 107 on the recorded plat. Lot owners are aware and accept this zoning as part of these deed restrictions.

32. OUTLOT MAINTENANCE - Each of the eighty-six (86) lot owners in Phase I will own a 1/86th undivided interest in the outlots (1 and 2), regardless of whether the said interest appears on the face of the deed. The outlot ownership interest shall be appertenant to ownership of the lot and may not be transferred separately from the lot to which it pertains. Thus, each lot owner will be responsible for 1/86th of the maintenance which will be handled through the owner's association described below. When future phases are platted, the additional lots will also obtain an undivided fractional interest in the outlots, the denominator of which shall be the total number of lots platted. There could be possible additions of future outlots with Phase II of the Preserve which would be added through deed restriction amendments. If more outlots are added with Phase II then each of the one hundred thirty-nine (139) lot owners in Phase I and II combined would own a 1/139th undivided interest in outlots 1 and 2 and any other outlots added through an amendment. The ownership for maintenance for all outlots in Phase I and II would then be that of the one hundred thirty-nine (139) lot owners in Phase I and II combined or 1/139th per lot owner and would be managed through the owner's association described below.

33. COMMON AREA MAINTENANCE - Proper landscaping, including landscaping of all entrances, boulevards, traffic islands, and Outlots 1 and 2, is a mutual benefit of present and future Owners. Landscaping of these areas shall be properly maintained at all times by the Owners or by the Owner's Association described below. On lots 9, 74 and 75 the lot owner will be responsible for maintaining the landscaping at the entrance areas installed by the developer on their respective lots. These lot owners grant permission to the association or developer for additional landscaping to be installed if needed. Should the Owners or Association fail to maintain the landscaping as required herein, the Village may take remedial steps and assess a special charge as described in Paragraph 35 below.

34. RESTRICTION VIOLATIONS - Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorney's fees, incurred by Developer or the Association in enforcing the restrictions contained in this Declaration. The foregoing shall be in addition to any other rights or remedies which may be available to Developer.

35. VILLAGE ENFORCEMENT - In the event the Village determines that Common Area landscaping is not being maintained in accordance with this Declaration and that the public interest requires compliance, the Village may ensure compliance in the manner described below by taking action and levying charges against the Association (with respect to compliance with Paragraph 33 where applicable) or the Owner (with respect to compliance with Paragraphs 11 and 33, where applicable).

Should the Village determine that deficiencies under these exist and that public interest requires compliance, the Village shall give written notice of the deficiencies to the Association (as to 33, where applicable) or the Owner as to 11 and 33, where applicable). The Association or the Owner shall have the time specified in the notice to rectify deficiencies and if the deficiencies are not rectified within the time period, the Village shall have the right to enter upon such property using its own employees and equipment or contracting with others for such work to rectify the conditions. The

cost of such work or services shall be billed to the Association (as to 33, where applicable) or to the Owner (as to 11 and 33, where applicable). The Village shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax roll as an unpaid special charge in accordance with Section 66.60(16) of the Wisconsin Statutes against all Owners (as to 33, where applicable) or against the responsible Owner (as to 11 and 33, where applicable). The Owners do hereby consent to the levying of such special charges and hereby waive any and all notices and hearings which might otherwise be required by state statutes for the levying of special charges.

36. FUTURE STAGES OF DEVELOPMENT OF THE PRESERVE - The Developer, its successors and assigns shall have the right to bring within this Declaration future stages of the development of the Preserve, provided such future stages are or become adjacent to the real estate which is or becomes subject to this Declaration or any supplemental declaration. The future stages authorized under this Section shall be added by recording a Supplemental Declaration of Restrictions with respect to the future stages which shall extend the provisions of this Declaration to such future stages and indicate any provisions which differ from the provisions of this Declaration or any prior Supplemental Declaration. Except with respect to increasing the number of Owners and adding to the Common Area, such Supplemental Declarations shall not revoke, modify or add to the covenants established by this Declaration or any prior Supplemental Declaration.

OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the owners of land in the Preserve (herein referred to individually as "Owner" and collectively as "Owners"), is hereby created for purposes of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "The Preserve at Germantown Homeowners Association".

2. The term "Common Area" shall include the following areas, plus any additional areas which may be added in accordance with Paragraph #36 of the Declaration of Restrictions above.

(a) Outlots 1 and 2 of the Preserve.

(b) All landscaped courts, entrances and boulevards contained within the dedicated streets in the Preserve. Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the Village and other appropriate public authorities. Consent to any such improvement shall not be considered or construed as an assumption of liability or responsibility for maintenance, nor shall such consent relieve the Association and/or the Owners of duties to maintain such improvements.

3. The Association shall be governed by a three member Committee, hereinafter referred to as the "Committee" which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Jerome A. Bence, Jr., Scott J. Bence and Brian J. Bence.

4. To qualify as a member of the Committee, a person must be either an Owner or a duly

designated officer or representative of an Owner.

5. So long as fifty percent (50%) or more of the lots in the Preserve are owned by Developer, all three members of the Committee shall be appointed by Developer. So long as twenty percent (20%) or more, but less than fifty percent (50%) of the lots in the Preserve are owned by Developer, two members of the Committee shall be appointed by Developer and one member shall be elected as provided herein. So long as five percent (5%) or more but less than twenty percent (20%) of the lots in the Preserve are owned by Developer, one member of the Committee shall be appointed by Developer and two members shall be elected as provided herein. If less than five percent (5%) of the lots in the Preserve are owned by Developer, all of the members of the Committee shall be elected as provided herein. The provisions of this paragraph shall also apply in the event of any future stages of development in accordance with Paragraph #36 of the Declaration of Restriction above and the lots contained therein shall be considered in determining the above percentages.

6. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners shall have one vote for each lot owned.

7. The term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until December 31, 1996. Thereafter, the term of office of members of the Committee shall be for two calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election, (or appointment by Developer, if applicable, pursuant to the terms of Paragraph 5 above).

8. All meetings of the Committee shall be open to Owners and held upon not less than three days prior written notice to all of the Owners. Two members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

9. The Committee shall have the following duties:

- (a) To provide for the maintenance of improvements in the Common Area;
- (b) To establish dates and procedures for the election of members of the Committee;
- (c) To promulgate operating procedures for the conduct of the Association and Committee's affairs.

10. The Committee shall have the following powers:

- (a) To take such action as may be necessary to cause the Common Area to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;
- (b) To enter into contracts and to employ agents, attorneys, or others for purposes of discharging its duties and responsibilities hereunder; and
- (c) To levy and collect assessments in accordance with the provisions of Paragraph 11 below.

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

- (a) The Owner of each lot shall be subject to a general annual charge or assessment equal to his pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including added future stages) at the time of the assessment. Said costs shall include, but not be limited to: taxes; insurance; repair, replacement and additions to the improvements made to the Common Area; equipment; materials; labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Owner's Association.
- (b) Assessments shall be approved at a duly convened meeting of the Committee.
- (c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner.
- (d) Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice, as the case may be.
- (e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made.
- (f) The Committee may record a document with the Register of Deeds in Washington County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.
- (g) Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.
- (h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

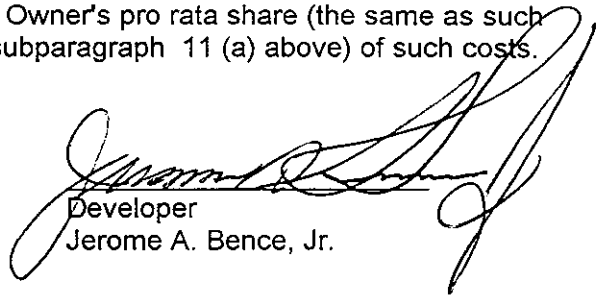
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12. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

13. Failure of the Association or the Committee to enforce any provisions contained in this document, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

14. If the Committee shall fail to discharge its duties under this document within 60 days of written demand by the Village, the Village may discharge the duties of the Committee. The costs of the Village incurred in connection therewith shall be charged to the Owners by adding to each Owner's real estate tax statement a charge equal to such Owner's pro rata share (the same as such Owner's share of annual assessments as provided in subparagraph 11 (a) above) of such costs.

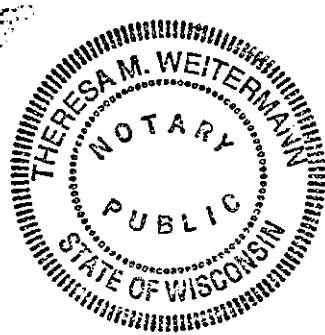
6-15-95
Date


Developer
Jerome A. Bence, Jr.

State of Wisconsin
Washington County

On the above date the foregoing instrument was acknowledged before me by the above named person

Theresa M. Weitermann
Notary Public State of Wisconsin
My commission expires: 6-16-96



This instrument was drafted by:
Jerome A. Bence, Jr.

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
THE PRESERVE SUBDIVISION
GERMANTOWN, WISCONSIN
DEVELOPER: JEROME A. BENCE JR.

WHEREAS, the Developer, Jerome A. Bence, Jr. caused to be recorded the Declaration of Restrictions for THE PRESERVE SUBDIVISION, recorded in the office of the Register of Deeds for Washington County on June 21, 1995 in Volume 1512 of Records, page 39 as Document Number 693592.

AND WHEREAS, the Developer desires to amend said Declaration of Restrictions, the original Declaration of Restrictions are hereby amended as follows:

5. BUILDING TYPE AND SIZE - Delete paragraph G and replace with the following:

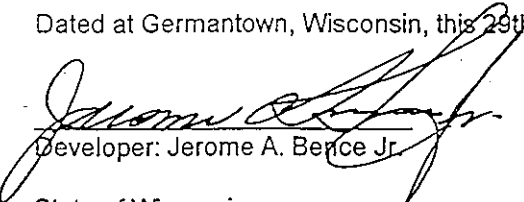
"G. All Roofs shall have dimensional roofing with a minimum pitch of six feet in height for each twelve feet in length (6/12), except for rear dormers on a story and one-half residence and other special circumstances if approved in writing by the Architectural Committee."

12. LANDSCAPING - Delete this paragraph and replace it with the following paragraph:

"12. LANDSCAPING - Landscaping plans must be submitted for approval in conjunction with building plans. The plan must include shrubbery and two (2) trees of minimum 2" diameter at 4 feet above the root system to be located in the front yard. The plan must be in accordance with the area wide drainage and grading plans approved by the Village of Germantown. Lots shall be landscaped and seeded or sodded within one (1) year from the date the premises are occupied by the owner. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a drive which shall be hard surfaced material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt or similar material shall be installed within one (1) year from the date the premises are occupied by the owner.

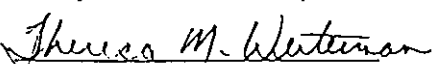
This AMENDMENT approved by the Developer, who as of this date is legal owner of more than eighty percent (80%) of the lots in the Subdivision.

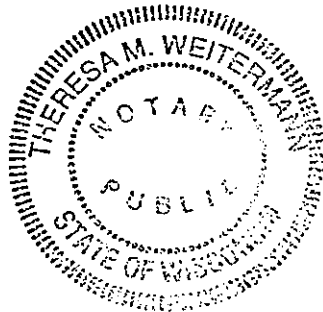
Dated at Germantown, Wisconsin, this 29th day of August, 1995.


Developer: Jerome A. Bence Jr.

State of Wisconsin
Washington County

On the above date the foregoing instrument was acknowledged before me by the above named person


Notary Public State of Wisconsin
My commission expires: 6-16-96



This amendment was drafted by:
Jerome A. Bence Jr.

Return to:
Jerome A. Bence Jr.
P.O. Box 364
Menomonee Falls, WI 53052-0364
files\preserve\deedamd1

RECORDED

MAY 30 9 00 AM '96
REGISTER OF DEEDS
OF WASHINGTON COUNTY WI

Doody & Hennings

20

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR
THE PRESERVE

THIS AMENDMENT, made this 28th day of May, 1996 by JEROME A. BENICE, JR. (hereinafter collectively referred to as "Developer") to the original DECLARATION OF RESTRICTIONS FOR THE PRESERVE SUBDIVISION which was recorded on the 21st day of June, 1995 in the Office of the Washington County Register of Deeds in Volume 1512 of Records on Pages 39 through 49, inclusive, as Document No. 693592, and as amended by Amendment to Declaration dated August 29, 1995 and recorded in the Office of the Register of Deeds for Washington County, Wisconsin on September 11, 1995 in Volume 1532, Page 682 as Document No. 699556, and pertaining to that certain real estate described in the Declaration of Restrictions for The Preserve Subdivision and marked Exhibit A to said original Declaration:

WHEREAS, Developer desires to amend said Declaration of Restrictions;

NOW, THEREFORE, under and pursuant to Section 17 of the Declaration of Restrictions for The Preserve Subdivision, said Declaration of Restrictions are hereby amended to include the following:

1. Entrance Sign Easements are hereby created on Lots 9, 21 and 74, as are set forth on the attached Exhibit B, C and D, respectively (said Exhibits B, C and D being incorporated herein by reference), which said easements are for the purpose of creating and preserving areas in which Entrance Signs for the development shall be constructed and located. The areas indentified in Exhibits B, C and D as "ENTRANCE SIGN EASEMENT" shall be collectively referred to as "Easement Areas."

2. Section 24, TEMPORARY STRUCTURES, shall include the following provision:

No portable basketball hoops/accessories shall be allowed and no basketball hoops/accessories shall be permitted attached to the residence, garage or any other structure except as permitted herein. Basketball hoops/accessories shall be pole mounted only.

3. Section 25, MAILBOX, shall be deleted and the following provision shall apply:

Permanent mail/newspaper units shall be included in the purchase price of each lot and shall be installed by Developer in designated locations as determined by the U.S. Postal Service. Lot Owner's may be required to provide and install an individual temporary mailbox at a common location as may be directed by the U.S. Postal Service.

4. Section 33, COMMON AREA MAINTENANCE, the third sentence shall be deleted and replaced with the following provision:

✓
25
T

On Lots 9, 21 and 74, each respective Lot Owner shall be responsible for maintenance of the landscaping of the Easement Area within said Lot as are constructed and installed by Developer.

5. The OWNER'S ASSOCIATION created by the original Declaration shall be incorporated as Nonprofit Corporation with the Wisconsin Secretary of State's Office and the Articles of Incorporation shall be recorded with Office of the Register of Deeds for Washington County, Wisconsin.

6. Paragraph 5 BUILDING TYPE AND SIZE shall include the following:

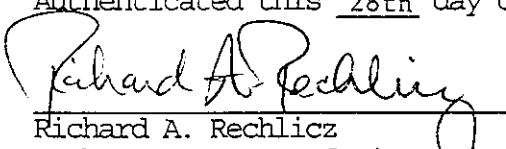
H. Window grids shall be required in the front elevation of the residence with other residences requiring additional window grids as directed by the Architectural Control Committee.

This Amendment shall constitute a covenant which runs with the land and shall be enforceable against any Lot Owner or any Lot Owner's successors, grantees or assigns.

IN WITNESS WHEREOF, Developer has caused this Amendment to the DECLARATION OF RESTRICTIONS to be executed and signed this 28th day of May, 1996, which shall be the effective date hereof.

 (SEAL)
Jerome A. Bence, Jr., Developer

Signature of Jerome A. Bence, Jr.
Authenticated this 28th day of May, 1996.


Richard A. Rechlicz
Member State Bar of Wisconsin
State Bar No. 1016926

This instrument was drafted by:
(and should be returned to)
LADEWIG AND RECHLICZ
Richard A. Rechlicz, Esq.
State Bar No. 1016926
N88 W15125 Main Street
Menomonee Falls, WI 53051
414-251-2245

Exhibit ALegal Description

"THE PRESERVE", being a subdivision of a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 26, running thence North 88 degrees 26' 16" East along the South line of the said Northwest 1/4 Section, 485.00 feet to a point in the Southeast corner of "Bel Aire" and the place of beginning of lands hereinafter described:

Continuing thence North 01 degrees 33' 44" West along the East line of "Bel Aire", 193.00 feet to a point; thence North 48 degrees 26' 16" East along the East line of "Bel Aire", 164.00 feet to a point; thence North 02 degrees 21' 51" East along the East line of "Bel Aire", 461.74 feet to a point in the South line of "Pilgrim Estates"; thence North 88 degrees 17' 49" East along the South line of "Pilgrim Estates", 603.43 feet to a point in the Southeast corner of "Pilgrim Estates"; thence North 01 degree 45' 56" West along the East line of "Pilgrim Estates", 150.00 feet to a point in the South line of Lyle Lane; thence North 88 degrees 17' 49" East along the South line of Lyle Lane, 61.36 feet to a point; thence North 01 degrees 42' 11" West 60.00 feet to a point in a curve; thence Southeasterly, 141.54 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 230.00 feet and whose chord bears South 74 degrees 04' 21.5" East, 139.32 feet to a point; thence North 50 degrees 40' 00" East, 232.91 feet to a point; thence South 39 degrees 20' 00" East, 112.85 feet to a point; thence Due South, 364.15 feet to a point; thence South 46 degrees 09' 27" East, 134.40 feet to a point; thence South 68 degrees 40' 00" East, 166.43 feet to a point in a curve thence Southwesterly, 90.99 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 305.00 feet and whose chord bear South 29 degrees 52' 47.5" West, 90.65 feet to a point; thence South 54 degrees 18' 13" East, 234.55 feet to a point; thence South 72 degrees 09' 20" East, 99.49 feet to a point; thence North 88 degrees 29' 31" East, 341.74 feet to a point; thence North 78 degrees 25' 29" East, 115.93 feet to a point in the East line of "High Pointe"; thence South 02 degrees 04' 59" East along the East line of "High Pointe" 225.28 feet to a point in the Southeast corner of the said Northwest 1/4 Section and the Northwest corner of "Heritage Hills Addition No. 1"; Thence South 02 degrees 04' 19" East along the East line of the Southwest 1/4 of Section 26, and the West line of "Heritage Hills Addition No. 1", 994.74 feet to a point; thence South 88 degrees 26' 39" West, 1315.72 feet to a point; thence North 01 degrees 46' 58" West, 994.56 feet to a point in the South line of the Northwest 1/4 of Section 26; thence South 88 degrees 26' 16" West along the South line of the said Northwest 1/4 Section, 825.70 feet to the point of beginning.

Containing 57.96 acres more or less.

Excepting therefrom those parts described for public street purposes. Lots 105, 106 and 107 of Phase II are deleted from these deed restrictions and are not under the control of the owner's association described later. Recorded as Subdivision Plat, Document #692853, Map Book 32, Pages 15-18

PLAT OF SURVEY ENTRANCE SIGN EASEMENT

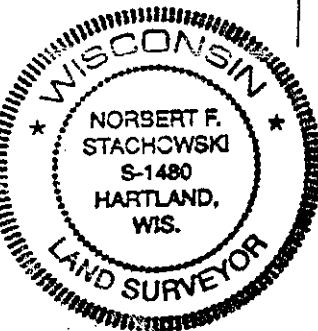
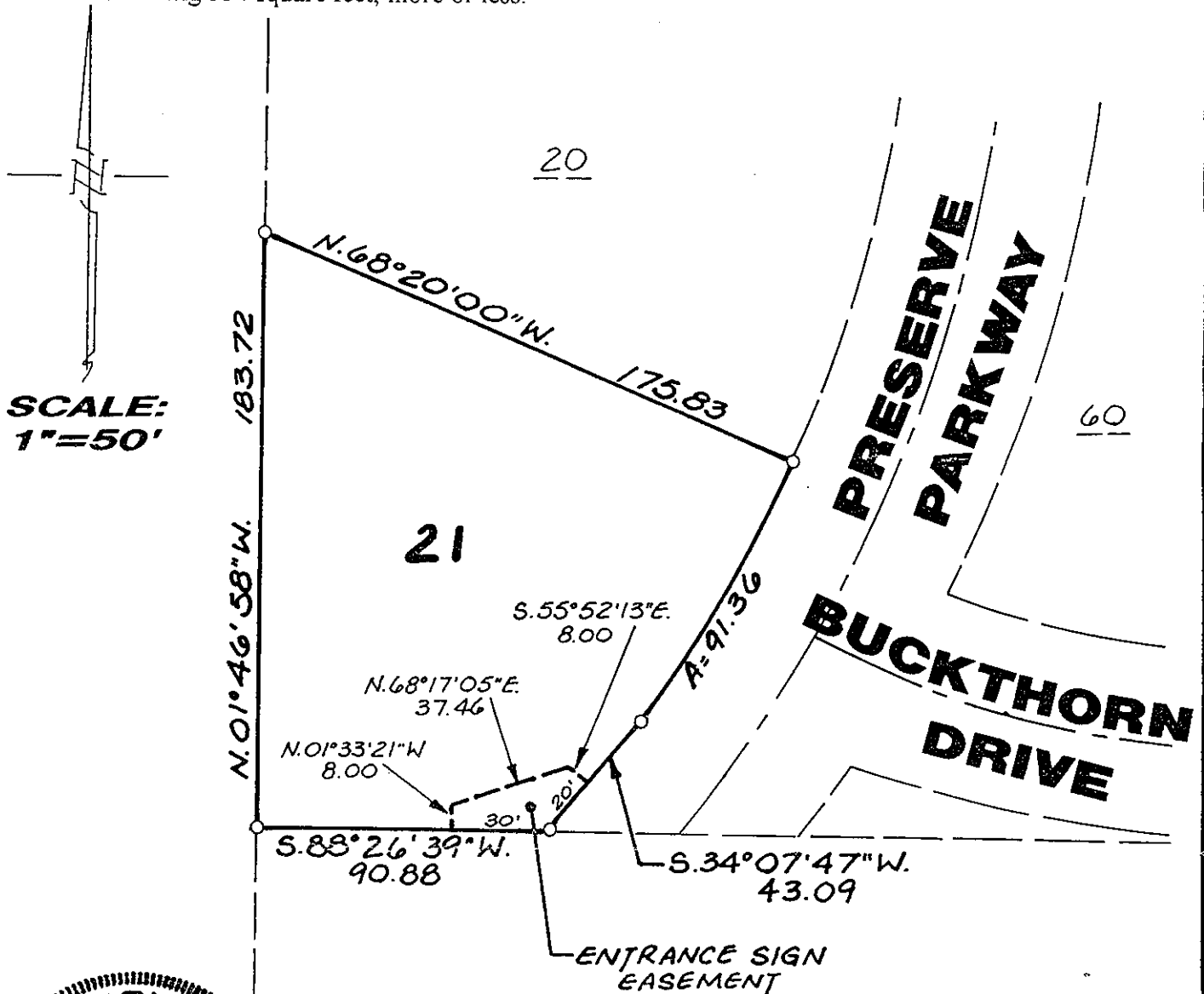
LEGAL DESCRIPTION

Being a part of Lot 21 of "THE PRESERVE" being a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southeast corner of said Lot 21, said point also being the place of beginning of lands hereinafter described:

Running thence South 88°26'39" West along the South Line of said Lot 21, 30.00 feet to a point; thence North 01°33'21" West, 8.00 feet to a point; thence North 68°17'05" East, 37.46 feet to a point, thence South 55°52'13" East, 8.00 feet to a point in the East line of said Lot 21; thence South 34°07'47" West along the East line of said Lot 21, 20.00 feet to the point of beginning.

Containing 534 square feet, more or less.



STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

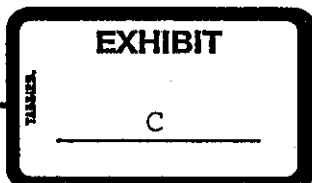
I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE MAP HEREON IS A TRUE REPRESENTATION THEREOF, AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS, AND ROADWAYS, AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNER(S) OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE TITLE THERETO, WITHIN ONE YEAR FROM THE DATE HEREOF.

DATED THIS 16TH DAY OF MAY 19 96

[Signature]

LAND SURVEYOR

SURVEY PREPARED FOR:
JBJ CONSTRUCTION



LAND TECH ENGINEERING, INC.
610 Hartbrook Drive Hartland, WI 53029
(414)367-7599

PLAT OF SURVEY ENTRANCE SIGN EASEMENT

LEGAL DESCRIPTION

Being a part of Lot 74 of "THE PRESERVE" being a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

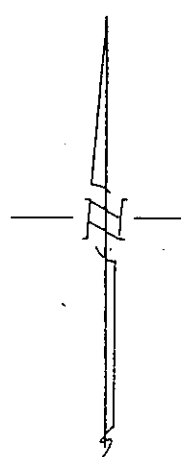
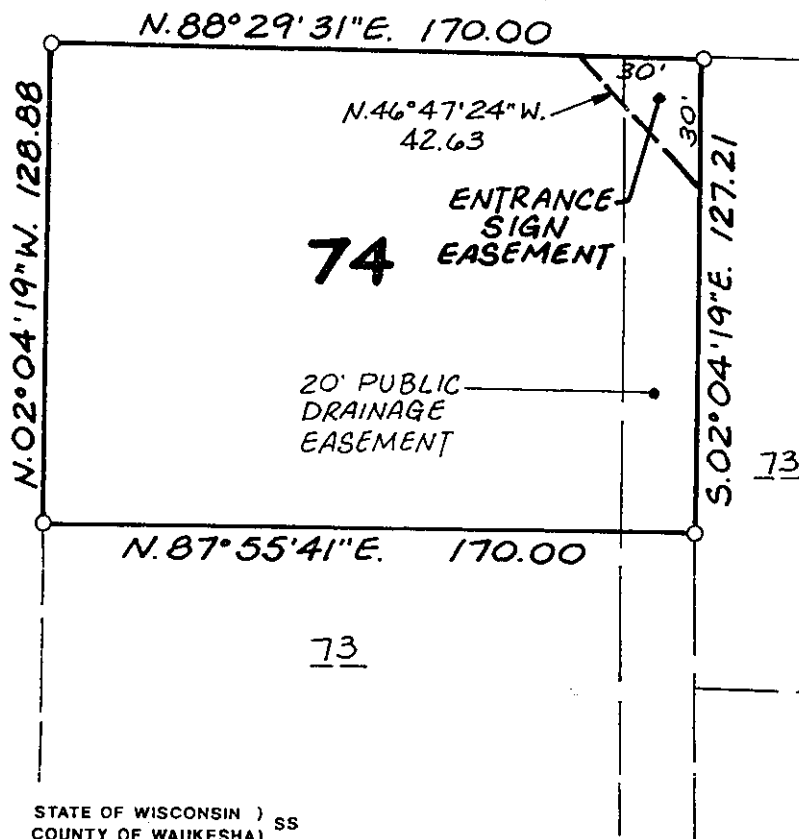
Commencing at the Northeast corner of said Lot 74, said point also being the place of beginning of lands hereinafter described:

Running thence South 02°04'19" East along the East line of said Lot 74, 30.00 feet to a point; thence North 46°47'24" West, 42.63 feet to a point in the North line of said Lot 74; thence North 88°29'31" East along the North line of said Lot 74, 30.00 feet to the point of beginning.

Containing 450 square feet, more or less.

BEL AIRE LANE

CRABTREE LANE



SCALE:
1"=50'



STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE MAP HEREON IS A TRUE REPRESENTATION THEREOF, AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS, AND ROADWAYS, AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNER(S) OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE TITLE THERETO, WITHIN ONE YEAR FROM THE DATE HEREOF.

DATED THIS 16TH DAY OF MAY 1996

Pat Altman
LAND SURVEYOR

SURVEY PREPARED FOR:
JBJ CONSTRUCTION



LAND TECH ENGINEERING, INC.
510 Hartbrook Drive Hartland, WI 53029
(414)367-7599

PLAT OF SURVEY ENTRANCE SIGN EASEMENT

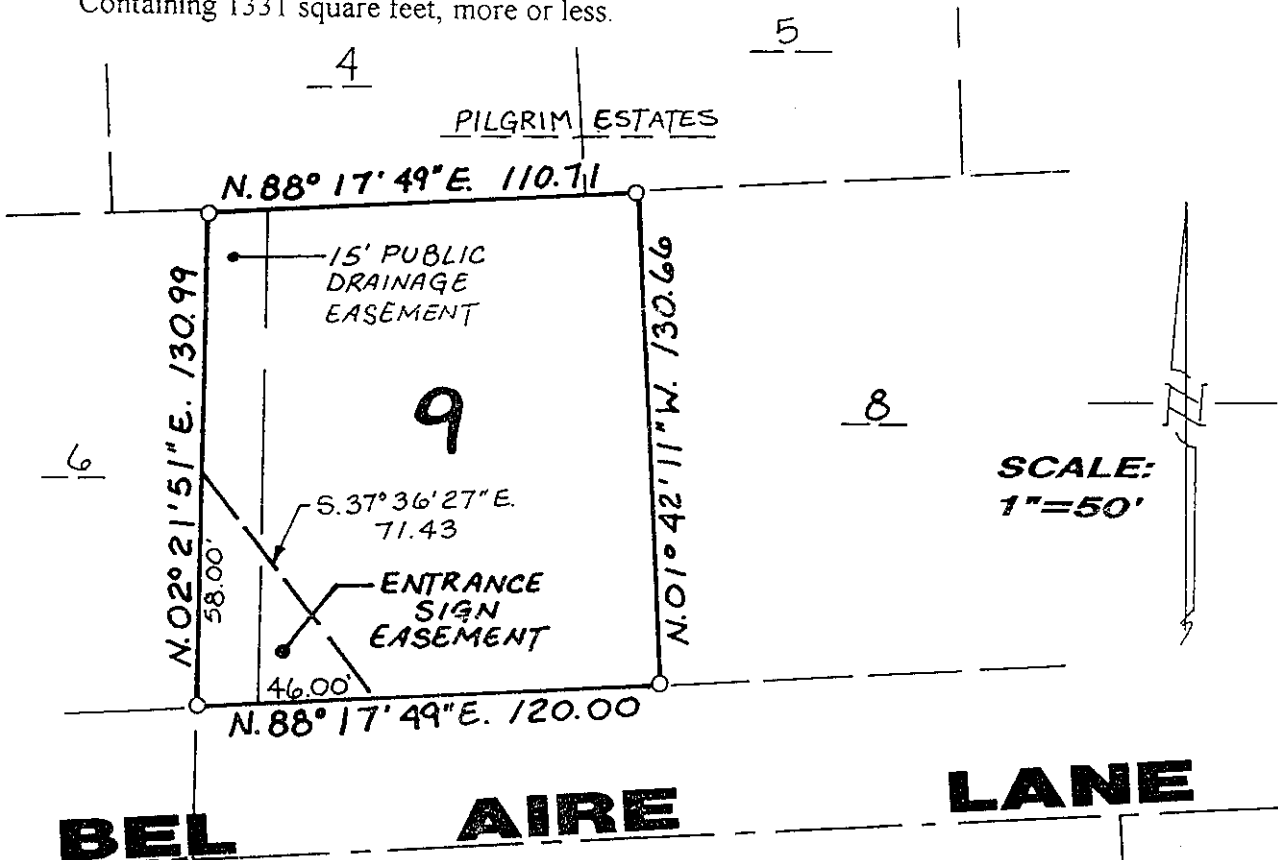
LEGAL DESCRIPTION

Being a part of Lot 9 of "THE PRESERVE" being a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 9 North, Range 20 East, village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of said Lot 9, said point also being the place of beginning of lands hereinafter described:

Running thence North 02°21'51" East along the West line of said Lot 9, 58.00 feet to a point; thence South 37°36'27" East, 71.43 feet to a point in the South line of said Lot 9; thence South 88°17'49" West along the South line of said Lot 9, 46.00 feet to the point of beginning.

Containing 1331 square feet, more or less.



BEL AIRE LANE

SCALE:
1"=50'

OUTLOT 1

**HONEY
HUCKLE
LANE**



STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

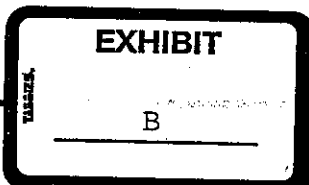
I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE MAP HEREON IS A TRUE REPRESENTATION THEREOF, AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS, AND ROADWAYS, AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNER(S) OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE TITLE THERETO, WITHIN ONE YEAR FROM THE DATE HEREOF.

DATED THIS 16TH DAY OF MAY 1996.

Norbert F. Stachowski

LAND SURVEYOR

SURVEY PREPARED FOR:
JBJ CONSTRUCTION



LAND TECH ENGINEERING, INC.
510 Hartbrook Drive Hartland, WI 53029
(414)367-7599

THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR
THE PRESERVE

RECORDED

REGISTER OF DEEDS
OF WASHINGTON COUNTY WI
JUL 8 9 00 AM '96
David A. Harrison

THIS AMENDMENT, made this 3rd day of July, 1996 by JEROME A. BENCE, JR. (hereinafter collectively referred to as "Developer") to the original DECLARATION OF RESTRICTIONS FOR THE PRESERVE SUBDIVISION which was recorded on the 21st day of June, 1995 in the Office of the Washington County Register of Deeds in Volume 1512 of Records on Pages 39 through 49, inclusive, as Document No. 693592, and as amended by Amendment to Declaration dated August 29, 1995 and recorded in the Office of the Register of Deeds for Washington County, Wisconsin on September 11, 1995 in Volume 1532, Page 682 as Document No. 699556, and pertaining to that certain real estate described in the Declaration of Restrictions for The Preserve Subdivision and marked Exhibit A to said original Declaration:

WHEREAS, Developer desires to amend said Declaration of Restrictions;

NOW, THEREFORE, under and pursuant to Section 17 of the Declaration of Restrictions for The Preserve Subdivision, said Declaration of Restrictions are hereby amended to include the following:

Section OWNER'S ASSOCIATION, Paragraph No. 11(a) shall include the following:

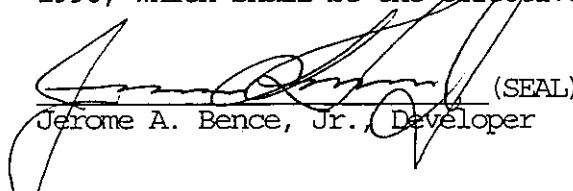
1) Assessments by a Lot Owner become due and payable upon acceptance or delivery of a deed by a Purchaser which conveys any lot in the development. For any partial year, the amount of the annual assessment owed by a Lot Owner shall be based upon said annual assessment divided by 365 and multiplied by the number of days remaining in the year to which said annual assessment applies.

2) The amount of the annual assessment shall be obtained by equal assessments against the Owner of each Lot. Subsequent to the first conveyance of a Lot by the Developer to a Purchaser, Developer shall have the option of either paying annual assessments to the Association for each Lot owned by Developer on the same basis as any other Lot Owner; or paying to the Association the difference between the aggregate amount of the annual assessments assessed against all Lot Owners (including Developer) and the actual annual expenses incurred by the Association; provided, however, that Developer may make payments into the reserve accounts established by the Association for each Lot owned by Developer on the same basis as all other Lot Owners.

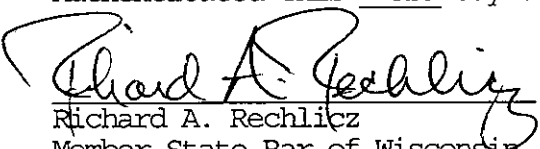
This Amendment shall constitute a covenant which runs with the land and shall be enforceable against any Lot Owner or any Lot Owner's successors, grantees or assigns.

Eg

IN WITNESS WHEREOF Developer has caused this Amendment to the DECLARATION OF RESTRICTIONS to be executed and signed this 3rd day of July, 1996, which shall be the effective date hereof.

 (SEAL)
Jerome A. Bence, Jr. Developer

Signature of Jerome A. Bence, Jr.
Authenticated this 3rd day of July, 1996.


Richard A. Rechlicz
Member State Bar of Wisconsin
State Bar No. 1016926

This instrument was drafted by:

LADEWIG AND RECHLICZ
Richard A. Rechlicz, Esq.
State Bar No. 1016926
N88 W15125 Main Street
Menomonee Falls, WI 53051
414-251-2245

RETURN TO:

JB Construction
P.O. BOX 364
Menomonee Falls, WI 53051

Exhibit ALegal Description

"THE PRESERVE", being a subdivision of a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 26, running thence North 88 degrees 26'16" East along the South line of the said Northwest 1/4 Section, 485.00 feet to a point in the Southeast corner of "Bel Aire" and the place of beginning of lands hereinafter described:

Continuing thence North 01 degrees 33'44" West along the East line of "Bel Aire", 193.00 feet to a point; thence North 48 degrees 26' 16" East along the East line of "Bel Aire", 164.00 feet to a point; thence North 02 degrees 21' 51" East along the East line of " Bel Aire", 461.74 feet to a point in the South line of "Pilgrim Estates"; thence North 88 degrees 17' 49" East along the South line of "Pilgrim Estates", 603.43 feet to a point in the Southeast corner of "Pilgrim Estates"; thence North 01 degree 45' 56" West along the East line of "Pilgrim Estates", 150.00 feet to a point in the South line of Lyle Lane; thence North 88 degrees 17' 49" East along the South line of Lyle Lane, 61.36 feet to a point; thence North 01 degrees 42' 11" West 60.00 feet to a point in a curve; thence Southeasterly, 141.54 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 230.00 feet and whose chord bears South 74 degrees 04' 21.5" East, 139.32 feet to a point; thence North 50 degrees 40' 00" East, 232.91 feet to a point; thence South 39 degrees 20' 00" East, 112.85 feet to a point; thence Due South, 364.15 feet to a point; thence South 46 degrees 09' 27" East, 134.40 feet to a point; thence South 68 degrees 40' 00" East, 166.43 feet to a point in a curve thence Southwesterly, 90.99 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 305.00 feet and whose chord bear South 29 degrees 52' 47.5" West, 90.65 feet to a point; thence South 54 degrees 18' 13" East, 234.55 feet to a point; thence South 72 degrees 09' 20" East, 99.49 feet to a point; thence North 88 degrees 29' 31" East, 341.74 feet to a point; thence North 78 degrees 25' 29" East, 115.93 feet to a point in the East line of "High Pointe"; thence South 02 degrees 04' 59" East along the East line of "High Pointe" 225.28 feet to a point in the Southeast corner of the said Northwest 1/4 Section and the Northwest corner of "Heritage Hills Addition No. 1"; Thence South 02 degrees 04' 19" East along the East line of the Southwest 1/4 of Section 26, and the West line of "Heritage Hills Addition No. 1", 994.74 feet to a point; thence South 88 degrees 26' 39" West, 1315.72 feet to a point; thence North 01 degrees 46' 58" West, 994.56 feet to a point in the South line of the Northwest 1/4 of Section 26; thence South 88 degrees 26' 16" West along the South line of the said Northwest 1/4 Section, 825.70 feet to the point of beginning.

Containing 57.96 acres more or less.

Excepting therefrom those parts described for public street purposes. Lots 105, 106 and 107 of Phase II are deleted from these deed restrictions and are not under the control of the owner's association described later. Recorded as Subdivision Plat, Document #692853, Map Book 32, Pages 15-18

COPY

SUPPLEMENTAL DECLARATION OF
RESTRICTIONS TO DECLARATION
OF RESTRICTIONS FOR
THE PRESERVE SUBDIVISION
GERMANTOWN, WISCONSIN

RECORDED
NOV. 22, 1999 AT 11:00AM

DOROTHY C. SONNERING
REGISTER OF DEEDS

WASHINGTON COUNTY, WI

Fee Amount: \$74.00

SUPPLEMENTAL DECLARATION OF RESTRICTIONS, to the Declaration of Restrictions for The Preserve Subdivision executed this 4th day of November, 1999.

WHEREAS, Jerome A. Bence, Jr. (hereinafter referred to as "Developer") is developing, in phases, certain property located in the Village of Germantown, Washington County, Wisconsin, as a residential development commonly known as, "The Preserve Subdivision" the complete legal of which is attached hereto and marked Exhibit 1, (hereinafter referred to as "The Preserve");

WHEREAS, on June 15, 1995 Developer executed the original Declaration of Restrictions for The Preserve Subdivision (hereinafter referred to as "Declaration"), which said Declaration was recorded by Developer with the Washington County Register of Deeds on June 21, 1995 in Volume 1512, Pages 39 through 49, inclusive, as Document No. 693592; and

Return To:
J.B.J. Construction, Inc.
P.O. Box 364
Menomonee Falls, WI 53052-0364

WHEREAS, Developer intended to develop The Preserve in phases, which said phasing was established, noticed and permitted under and pursuant to Section 36, Page 8 of the Declaration; and

WHEREAS, Developer desires to add to, submit and subject certain property adjacent to The Preserve to the terms and provisions set forth in the Declaration, and any and all recorded Amendments thereto, said added property to become a part of The Preserve Subdivision development, the legal of which said added property being attached hereto and marked Exhibit 2 (hereinafter referred to as "Subject Property"); and

WHEREAS, Jerome A. Bence, Jr. has formed Preserve JBJ Limited Partnership for the purpose of completing the development known as The Preserve Subdivision; and

WHEREAS, Developer desires to correct certain matters and provisions set forth in the Declaration so that said Declaration accurately reflects the record and coincides and is consistent with the current recorded plat for The Preserve which pertains to the completed Phase I and also the plats to be recorded for the Subject Property in the to be developed Phase II;

NOW, THEREFOR, pursuant to Section 36 of the Declaration of Restrictions for The Preserve Subdivision:

1. The term "Developer" wherever used or hereinafter referred to and mean, "Preserve JBJ Limited Partnership."
2. The Subject Property, described in Exhibit 2 attached hereto, shall become subject to the terms, provisions and conditions set forth in the Declaration of Restrictions for The Preserve Subdivision, and any amendments thereto, a copy of which is attached hereto and marked Exhibit 3 which said Phase II shall be developed in stages, with stage 1 consisting of approximately 19 Lots and stage 2 consisting of approximately 35 Lots.

3. The PRD Lots shall be Lots 101, 142 and 143 wherever referenced in the Declaration.

4. With respect to the PRD Lots, any Lot Owner of any Lot in The Preserve Subdivision is hereby specifically noticed and therefor acknowledges and understands that the Lots which are identified as PRD LOTS in the recorded plats and the plat to be recorded with respect to the Subject Property, are projected and platted to be developed as multi-family lots. Said Lot Owners, as part of the consideration of acceptance of the deed of conveyance of title from Developer to said Lot Owner, hereby specifically and fully waives and disclaims any and all right, claim or interest which they may have to oppose any petition of Developer to rezone said identified PRD Lots from single family to multi-family, hereby specifically ratifying and affirming said petition of Developer for rezoning and accepting that said Lots shall be and are intended to be developed as multi-family lots.

5. Each Lot Owner in (the original) Phase I recorded plat of The Preserve and all Lot Owners of any Lots created by Phase II of the Subject Property have an undivided interest in and shall be responsible and liable for the maintenance of all outlots which are created and identified on the recorded plat of The Preserve Subdivision (Phase I) and the plat which shall be recorded which adds the additional Lots created by Phase II. Any reference to outlots in the Declaration shall refer to and mean all outlots created by the recorded plat of The Preserve Subdivision, Phase I and the plats to be recorded for Phase II.

6. Upon transfer of control of the Lot Owners Association under and pursuant to Paragraph 5, Page 9 of the Declaration, the Lot Owners and the Association shall also become responsible for the maintenance of any and all facilities required to be maintained by Developer under the Subdivision Developer Agreement with the Village of Germantown. In this regard, wherever the word "Developer" appears in said Subdivision Developers Agreement, same shall, upon transfer of control, mean "The Preserve at Germantown Home Owners Association."

This Supplemental Declaration shall constitute a covenant which runs with the land and shall be enforceable against any Lot Owner or any Lot Owners successors, grantees or assigns.

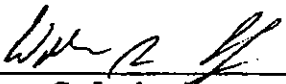
IN WITNESS WHEREOF, Developer has caused this Supplemental Declaration to the Declaration of Restrictions to be executed and signed this 4th day of November, 1999, which shall be the effective date hereof.

PRESERVE JBJ LIMITED PARTNERSHIP

By: JBJRE, LLC, General Partner

By: 
Theresa M. Weitermann, Member

Signature of Theresa M. Weitermann authenticated this 4th day of November, 1999.


William G. Ladewig
Member, State Bar of Wisconsin

This instrument was drafted by:

Ladewig and Rechlicz
Richard A. Rechlicz, Esq.
State Bar No. 1016926
N88 W15125 Main Street
Menomonee Falls, WI 53051
(414) 251-2245

Exhibit 1

Legal Description

"THE PRESERVE", being a subdivision of a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 26, running thence North 88 degrees 26' 16" East along the South line of the said Northwest 1/4 Section, 485.00 feet to a point in the Southeast corner of "Bel Aire" and the place of beginning of lands hereinafter described:

Continuing thence North 01 degrees 33' 44" West along the East line of "Bel Aire", 193.00 feet to a point; thence North 48 degrees 26' 16" East along the East line of "Bel Aire", 164.00 feet to a point; thence North 02 degrees 21' 51" East along the East line of "Bel Aire", 461.74 feet to a point in the South line of "Pilgrim Estates"; thence North 88 degrees 17' 49" East along the South line of "Pilgrim Estates", 603.43 feet to a point in the Southeast corner of "Pilgrim Estates"; thence North 01 degree 45' 56" West along the East line of "Pilgrim Estates", 150.00 feet to a point in the South line of Lyle Lane; thence North 88 degrees 17' 49" East along the South line of Lyle Lane, 61.36 feet to a point; thence North 01 degrees 42' 11" West 60.00 feet to a point in a curve; thence Southeasterly, 141.54 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 230.00 feet and whose chord bears South 74 degrees 04' 21.5" East, 139.32 feet to a point; thence North 50 degrees 40' 00" East, 232.91 feet to a point; thence South 39 degrees 20' 00" East, 112.85 feet to a point; thence Due South, 364.15 feet to a point; thence South 46 degrees 09' 27" East, 134.40 feet to a point; thence South 68 degrees 40' 00" East, 166.43 feet to a point in a curve thence Southwesterly, 90.99 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 305.00 feet and whose chord bear South 29 degrees 52' 47.5" West, 90.65 feet to a point; thence South 54 degrees 18' 13" East, 234.55 feet to a point; thence South 72 degrees 09' 20" East, 99.49 feet to a point; thence North 88 degrees 29' 31" East, 341.74 feet to a point; thence North 78 degrees 25' 29" East, 115.93 feet to a point in the East line of "High Pointe"; thence South 02 degrees 04' 59" East along the East line of "High Pointe" 225.28 feet to a point in the Southeast corner of the said Northwest 1/4 Section and the Northwest corner of "Heritage Hills Addition No. 1"; Thence South 02 degrees 04' 19" East along the East line of the Southwest 1/4 of Section 26, and the West line of "Heritage Hills Addition No. 1", 994.74 feet to a point; thence South 88 degrees 26' 39" West, 1315.72 feet to a point; thence North 01 degrees 46' 58" West, 994.56 feet to a point in the South line of the Northwest 1/4 of Section 26; thence South 88 degrees 26' 16" West along the South line of the said Northwest 1/4 Section, 825.70 feet to the point of beginning.

Containing 57.96 acres more or less.

Excepting therefrom those parts described for public street purposes.

EXHIBIT 2

"The Preserve II". Being a subdivision of a part of the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 26, T. 9 N., R. 20 E, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 26, running thence North 88°26'16" East along the South line of the said 1/4 Section, 2621.40 feet to the Southeast corner of the Northwest 1/4 of Section 26; thence North 02°04'59" East along the East line of the said Northwest 1/4 Section, 225.28 feet to a point in the West line of "High Pointe"; thence running along the North line of "The Preserve" The following courses: South 78°25'29" West, 115.93 feet to a point, thence South 88°29'31" West 341.74 feet to a point; thence North 72°09'20" West, 99.49 feet to a point; thence North 54°18'13" West, 95.74 feet to the place of beginning of lands hereinafter described:

Continuing along the North and East lines of "The Preserve" The following courses; North 54°18'13" West, 138.82 feet, to a point in a curve; thence Northeasterly, 90.99 feet along the arc of said curve, whose radius is 305.00 feet and whose chord bears North 29°52'47.5" East, 90.65 feet; North 68°40'00" West, 166.43 feet North; 46°09'27" West, 134.40 feet, North 00°00'00" West, 364.15 feet; North 39°20'00" West, 112.85 feet; South 50°40'00" West, 232.91 feet to a point in a curve; thence Northwesterly, 141.54 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 230.00 feet and whose chord bears North 74°04'21.5" West, 139.32 feet to a corner point of the Preserve; thence North 01°49'12" West, 1162.58 feet to a point; thence North 88°30'06" East, 331.10 feet to a point; thence North 01°35'56" West, 306.49 feet to a point in the centerline of Fond Du Lac Avenue; thence South 68°48'59" East along the centerline of Fond Du Lac Avenue, 1100.73 feet to a point of curve; thence Southeasterly, 456.94 feet along the arc of said curve whose center lies to the Southwest, whose radius is 1188.24 feet and whose chord bears South 57°47'59" East 454.13 feet, thence South 43°13'01" West, 60.00 feet to a point; thence North 76°14'16" West, 31.97 feet to a point; thence South 89°58'36" West, 31.05 feet to a point; thence South 45°34'41" West, 62.13 feet to a point; thence South 19°09'23" West, 75.64 feet to a point; thence South 43°57'58" West, 112.02 feet to a point; thence South 39°43'13" West, 41.64 feet to a point; thence South 31°31'12" West, 52.82 feet to a point, thence South 47°24'03" West, 54.54 feet to a point; thence South 28°09'34" West, 86.14 feet to a point; thence South 22°14'53" West, 75.83 feet to a point; thence South 82°20'07" West, 99.44 feet to a point; thence South 85°58'14" West, 83.29 feet to a point; thence North 74°47'19" West, 55.13 feet to a point; thence North 86°52'54" West, 162.16 feet to a point; thence South 01°00'00" West, 226.36 feet to a point in the South line of "Preserve Parkway" and the point of a curve; thence Southwesterly, 60.48 feet along the arc of said curve, whose center lies to the Southeast, whose radius is 270.00 feet and whose chord bears South 84°35'00" West 60.35 feet, thence South 11°50'00" East, 125.71 feet to a point, thence South 23°45'12" West, 128.32 feet to a point, thence South 08°07'38" East, 163.44 feet to a point; thence South 15°10'00" West, 190.00 feet to a point in a curve, thence Southeasterly, 40.59 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 350.00 feet, and whose chord bears South 71°30'40" East, 40.56 feet to a point, thence South 30°22'57" West, 201.84 feet to the point of beginning.

Containing 42.11 acres more or less

Excepting therefrom those parts described for public street purposes.

SECOND
SUPPLEMENTAL DECLARATION OF
RESTRICTIONS TO DECLARATION
OF RESTRICTIONS FOR
THE PRESERVE SUBDIVISION
GERMANTOWN, WISCONSIN

DOC#: 862009



Recorded
AUG. 01, 2000 AT 02:15PM

DOROTHY C. GONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$76.00

SUPPLEMENTAL DECLARATION OF RESTRICTIONS, to
the Declaration of Restrictions for The Preserve Subdivision
executed this 7th day of July, 2000.

WHEREAS, Jerome A. Bence, Jr. (hereinafter referred to as
"Developer") is developing, in phases, certain property located
in the Village of Germantown, Washington County, Wisconsin,
as a residential development commonly known as, "The Preserve
Subdivision" the complete legal of which is attached hereto and
marked Exhibit 1, (hereinafter referred to as "The Preserve");

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R

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
P.O. BOX 337
GERMANTOWN, WI 53022-0037

WHEREAS, on June 15, 1995 Developer executed the original
Declaration of Restrictions for The Preserve Subdivision
(hereinafter referred to as "Declaration"), which said Declaration
was recorded by Developer with the Washington County
Register of Deeds on June 21, 1995 in Volume 1512, Pages 39
through 49, inclusive, as Document No. 693592;

WHEREAS, Developer intended to develop The Preserve in phases, which said phasing was established, noticed and
permitted under and pursuant to Section 36, Page 8 of the Declaration;

WHEREAS, Phase I and Phase II have been platted;

WHEREAS, Developer has caused to be recorded a SUPPLEMENTAL DECLARATION OF RESTRICTIONS
TO DECLARATION OF RESTRICTIONS FOR THE PRESERVE SUBDIVISION GERMANTOWN,
WISCONSIN for Phase II of said development, said document being recorded with the Register of Deeds for
Washington County, Wisconsin on November 22, 1999 as Document No. 842891 (hereinafter referred to as
"Supplemental Declaration");

WHEREAS, Developer desires to add to, submit and subject certain property adjacent to The Preserve to the terms
and provisions set forth in said Declaration, and any and all recorded Amendments thereto, said added property to
become a part of The Preserve Subdivision development and being Phase III of said development, the legal of which
said Phase III being attached hereto and marked Exhibit 2 (hereinafter referred to as "Subject Property");

WHEREAS, Jerome A. Bence, Jr. has formed Preserve JBJ Limited Partnership for the purpose of completing the
development known as The Preserve Subdivision; and

HEREAS, Developer desires to correct certain matters and provisions set forth in said Declaration and Supplemental Declaration so that said Declaration accurately reflects the record and coincides and is consistent with the current recorded plat for The Preserve which pertains to the completed Phase I and Phase II and also to the plat to be recorded for the Subject Property in the to be developed Phase III;

NOW, THEREFOR, pursuant to Section 36 of the Declaration of Restrictions for The Preserve Subdivision:

1. The term "Developer" wherever used or hereinafter referred to and mean, "Preserve JBJ Limited Partnership."

2. The Subject Property, described in Exhibit 2 attached hereto and known as Phase III, shall become subject to the terms, provisions and conditions set forth in the Declaration of Restrictions for The Preserve Subdivision, and any amendments thereto, a copy of which is attached hereto and marked Exhibit 3 which said Phase III shall consist of approximately 34 Lots and an additional outlot, identified as Outlot 6.

3. The PRD Lots shall be Lots 101 and 141 wherever referenced in said Declaration and as is referenced in Paragraph 3 of said Supplemental Declaration.

4. With respect to the PRD Lots, any Lot Owner of any Lot in The Preserve Subdivision is hereby specifically noticed and therefor acknowledges and understands that the Lots which are identified as PRD LOTS in the recorded plats and the plat to be recorded with respect to the Subject Property, are projected and platted to be developed as multi-family lots. Said Lot Owners, as part of the consideration of acceptance of the deed of conveyance of title from Developer to said Lot Owner, hereby specifically and fully waives and disclaims any and all right, claim or interest which they may have to oppose any petition of Developer to rezone said identified PRD Lots from single family to multi-family, hereby specifically ratifying and affirming said petition of Developer for rezoning and accepting that said Lots shall be and are intended to be developed as multi-family lots.

5. Each Lot Owner in (the original) Phase I recorded plat of The Preserve, Phase II of said development as added by said Supplemental Declaration and all Lot Owners of any Lots created by Phase III of the Subject Property have an undivided interest in and shall be responsible and liable for the maintenance of all outlots which are created and identified on the recorded plat of The Preserve Subdivision (Phase I) and the recorded plat which added the additional Lots created by Phase II and the plat to be recorded which adds the additional lots for Phase III. Any reference to outlots in the Declaration shall refer to and mean all outlots created by the recorded plat of The Preserve Subdivision, Phase I and the plats to be recorded for Phase II and Phase III.

6. Upon transfer of control of the Lot Owners Association under and pursuant to Paragraph 5, Page 9 of the Declaration, the Lot Owners and the Association shall also become responsible for the maintenance of any and all facilities required to be maintained by Developer under the Subdivision Developer Agreement with the Village of Germantown. In this regard, wherever the word "Developer" appears in said Subdivision Developers Agreement, same shall, upon transfer of control, mean "The Preserve at Germantown Home Owners Association."

This Second Supplemental Declaration shall constitute a covenant which runs with the land and shall be enforceable against any Lot Owner or any Lot Owners successors, grantees or assigns.

IN WITNESS WHEREOF, Developer has caused this Second Supplemental Declaration to the Declaration of Restrictions to be executed and signed this 7th day of July, 2000, which shall be the effective date hereof.

PRESERVE JBJ LIMITED PARTNERSHIP
By: JBJRE, LLC, General Partner

By: Theresa M. Weitemann, Member
Theresa M. Weitemann, Member

Signature of Theresa M. Weitemann authenticated this 7th day of July, 2000.

Richard A. Rechlicz
Richard A. Rechlicz
Member, State Bar of Wisconsin

This instrument was drafted by:

Ladewig and Rechlicz
Richard A. Rechlicz, Esq.
State Bar No. 1016926
N88 W15125 Main Street
Menomonee Falls, WI 53051
(262) 251-2245

Exhibit 1Legal Description

"THE PRESERVE", being a subdivision of a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 26, running thence North 88 degrees 26' 16" East along the South line of the said Northwest 1/4 Section, 485.00 feet to a point in the Southeast corner of "Bel Aire" and the place of beginning of lands hereinafter described:

Continuing thence North 01 degrees 33' 44" West along the East line of "Bel Aire", 193.00 feet to a point; thence North 48 degrees 26' 16" East along the East line of "Bel Aire", 164.00 feet to a point; thence North 02 degrees 21' 51" East along the East line of "Bel Aire", 461.74 feet to a point in the South line of "Pilgrim Estates"; thence North 88 degrees 17' 49" East along the South line of "Pilgrim Estates", 603.43 feet to a point in the Southeast corner of "Pilgrim Estates"; thence North 01 degree 45' 56" West along the East line of "Pilgrim Estates", 150.00 feet to a point in the South line of Lyle Lane; thence North 88 degrees 17' 49" East along the South line of Lyle Lane, 61.36 feet to a point; thence North 01 degrees 42' 11" West 60.00 feet to a point in a curve; thence Southeasterly, 141.54 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 230.00 feet and whose chord bears South 74 degrees 04' 21.5" East, 139.32 feet to a point; thence North 50 degrees 40' 00" East, 232.91 feet to a point; thence South 39 degrees 20' 00" East, 112.85 feet to a point; thence Due South, 364.15 feet to a point; thence South 46 degrees 09' 27" East, 134.40 feet to a point; thence South 68 degrees 40' 00" East, 166.43 feet to a point in a curve thence Southwesterly, 90.99 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 305.00 feet and whose chord bear South 29 degrees 52' 47.5" West, 90.65 feet to a point; thence South 54 degrees 18' 13" East, 234.55 feet to a point; thence South 72 degrees 09' 20" East, 99.49 feet to a point; thence North 88 degrees 29' 31" East, 341.74 feet to a point; thence North 78 degrees 25' 29" East, 115.93 feet to a point in the East line of "High Pointe"; thence South 02 degrees 04' 59" East along the East line of "High Pointe" 225.28 feet to a point in the Southeast corner of the said Northwest 1/4 Section and the Northwest corner of "Heritage Hills Addition No. 1"; Thence South 02 degrees 04' 19" East along the East line of the Southwest 1/4 of Section 26, and the West line of "Heritage Hills Addition No. 1", 994.74 feet to a point; thence South 88 degrees 26' 39" West, 1315.72 feet to a point; thence North 01 degrees 46' 58" West, 994.56 feet to a point in the South line of the Northwest 1/4 of Section 26; thence South 88 degrees 26' 16" West along the South line of the said Northwest 1/4 Section, 825.70 feet to the point of beginning.

Containing 57.96 acres more or less.

Excepting therefrom those parts described for public street purposes.

EXHIBIT 2

LEGAL DESCRIPTION OF PHASE III

"The Preserve III", Being a subdivision of a part of the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southeast corner of the Northwest 1/4 of Section 26, running thence North 02°04'59" West along the East line of said 1/4 Section, 225.28 feet to the place of beginning of lands hereinafter described:

Thence along the North lines of "High Pointe" the following courses; North 33°14'57" East, 514.11 feet, thence North 43°13'01" East, 594.84 feet to a corner point of "High Pointe", thence along the North line of "High Pointe" South 46°46'58" East, 220.39 feet to a corner point of "High Pointe", thence North 43°13'01" East, 275.01 feet to a point in the centerline of State Highway 145; thence along said centerline of state highway 145 North 46°46'59" West 925.76 feet to a point; thence South 43°13'01" West, 60.00 feet to a point on the east line of "The Preserve II"; thence along lines of "The Preserve II" the following courses; North 76°14'16" West, 31.97 feet; thence South 89°58'36" West, 31.05 feet to a point; thence South 45°34'41" West, 62.13 feet to a point; thence South 19°09'23" West 75.84 feet to a point; thence South 43°57'58" West, 112.02 feet to a point; thence South 39°43'13" West 41.64 feet to a point; thence South 31°31'12" West 52.82 feet to a point; thence South 47°24'03" West 54.54 feet to a point; thence South 28°09'34" West 86.14 feet to a point; thence South 22°14'53" West 75.83 feet to a point; thence South 82°20'07" West 99.43 feet to a point; thence South 85°58'15" West 83.29 feet to a point; thence North 74°47'19" West 55.13 feet to a point; thence North 86°52'54" West 162.16 feet to a corner point of "The Preserve II"; thence along the East line of "The Preserve II" the following courses: South 01°00'00" West 226.36 feet to a point on a curve; thence Southwesterly 60.48 feet along the arc of said curve, whose radius is 270.00 feet and whose chord bears South 84°35'00" West 60.35 feet, to a corner point of "The Preserve II"; thence South 11°50'00" East 125.71 feet to a point; thence South 23°45'12" West 128.32 feet to a point; thence South 08°07'38" East 163.45 feet to a point; thence South 15°10'00" West 190.00 feet to a point on a curve; thence 40.59 feet along the arc of said curve, whose radius is 350.00 feet and whose chord bears South 71°30'34" East 40.57 feet to a corner point of "The Preserve II"; thence along the East line of "The Preserve II" the following course: South 30°22'57" West 202.21 feet to a corner point of "The Preserve"; thence along the North line of "The Preserve" the following courses: South 54°18'13" East 95.74 feet to a point; thence South 72°09'20" East 99.49 feet to a point; thence North 88°29'31" East 341.74 feet to a point; thence North 78°25'29" East 115.93 feet to the point of beginning.

Containing 29.62 acres more or less.

DECLARATION OF RESTRICTIONS
FOR
THE PRESERVE SUBDIVISION
GERMANTOWN, WISCONSIN
DEVELOPER: JEROME A. BENCE, JR

"THE PRESERVE", being a subdivision of a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 26, running thence North 88 degrees 26'16" East along the South line of the said Northwest 1/4 Section, 485.00 feet to a point in the Southeast corner of "Bel Aire" and the place of beginning of lands hereinafter described:

Continuing thence North 01 degrees 33'44" West along the East line of "Bel Aire", 193.00 feet to a point; thence North 48 degrees 26' 16" East along the East line of "Bel Aire", 164.00 feet to a point; thence North 02 degrees 21' 51" East along the East line of " Bel Aire", 461.74 feet to a point in the South line of "Pilgrim Estates"; thence North 88 degrees 17' 49" East along the South line of "Pilgrim Estates", 603.43 feet to a point in the Southeast corner of "Pilgrim Estates"; thence North 01 degree 45' 56" West along the East line of "Pilgrim Estates", 150.00 feet to a point in the South line of Lyle Lane; thence North 88 degrees 17' 49" East along the South line of Lyle Lane, 61.36 feet to a point; thence North 01 degrees 42' 11" West 60.00 feet to a point in a curve; thence Southeasterly, 141.54 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 230.00 feet and whose chord bears South 74 degrees 04' 21.5" East, 139.32 feet to a point; thence North 50 degrees 40' 00" East, 232.91 feet to a point; thence South 39 degrees 20' 00" East, 112.85 feet to a point; thence Due South, 364.15 feet to a point; thence South 46 degrees 09' 27" East, 134.40 feet to a point; thence South 68 degrees 40' 00" East, 166.43 feet to a point in a curve thence Southwesterly, 90.99 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 305.00 feet and whose chord bear South 29 degrees 52' 47.5" West, 90.65 feet to a point; thence South 54 degrees 18' 13" East, 234.55 feet to a point; thence South 72 degrees 09' 20" East, 99.49 feet to a point; thence North 88 degrees 29' 31" East, 341.74 feet to a point; thence North 78 degrees 25' 29" East, 115.93 feet to a point in the East line of "High Pointe"; thence South 02 degrees 04' 59" East along the East line of "High Pointe" 225.28 feet to a point in the Southeast corner of the said Northwest 1/4 Section and the Northwest corner of "Heritage Hills Addition No. 1"; Thence South 02 degrees 04' 19" East along the East line of the Southwest 1/4 of Section 26, and the West line of "Heritage Hills Addition No. 1", 994.74 feet to a point; thence South 88 degrees 26' 39" West, 1315.72 feet to a point; thence North 01 degrees 46' 58" West, 994.56 feet to a point in the South line of the Northwest 1/4 of Section 26; thence South 88 degrees 26' 16" West along the South line of the said Northwest 1/4 Section, 825.70 feet to the point of beginning.

Containing 57.96 acres more or less.

Excepting therefrom those parts described for public street purposes. Lots 105, 106 and 107 of Phase II are deleted from these deed restrictions and are not under the control of the owner's association described later. Recorded as Subdivision Plat, Document #692853, Map Book 32, Pages 15-18

WHEREAS, said JEROME A. BENCE, JR., intends to develop and improve the above described



DATE: JUNE 5, 1996

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
of

THE PRESERVE AT GERMANTOWN HOMEOWNERS ASSOCIATION, INC.

The STATE OF WISCONSIN hereby grants to said organization the powers and privileges conferred upon it by Chapter 181 of the Wisconsin Statutes, for the pursuit of any purpose lawful under said Chapter, except as may be further limited in its articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on the date above written.



Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

- ANNUAL REPORT** Corporations filing articles of incorporation under Chapters 180, 181 or 185 of the Wisconsin Statutes are required to file an annual report with the Secretary of State.
- Forms to Use** Ch. 181 corporations use Form 17 and business corporations (Ch. 180) and cooperative associations (Ch. 185) use Form 16. Blank report forms are mailed to the corporation c/o its registered agent and office of record with the Secretary of State, and are distributed during the calendar quarter in which the report is due.
- When to File** The DUE DATE is fixed by the date the articles of incorporation were originally filed. An original filing date of May 26 falls within the second calendar quarter, and the DUE DATE for the report of that corporation, for example, will be June 30, the last day of that calendar quarter. The first report of a corporation is due in the year following that in which it files its articles of incorporation.
- Where to File** By mail, to WISCONSIN CORPORATION ANNUAL REPORT, at the address indicated on the report form, or at the Office of the SECRETARY OF STATE, 30 W. Mifflin, Madison.
- REGISTERED OFFICE AND REGISTERED AGENT** Corporations are required to maintain a registered office and agent in Wisconsin. The initial registered office and agent were established in the articles of incorporation, and a specific procedure must be followed in order to change that designation. Form 13 (for Ch. 180), Form 113 (for Ch. 181) and Form 204-13 (for Ch. 185) may be used to file a change of registered office and/or agent. Forms available upon request from SECRETARY OF STATE, P.O. Box 7846, Madison, WI, 53707.

The above requirements are statutory, and further it is important that the office and agent designations be kept current, as annual report forms, notices and other official communications are directed to the corporation or cooperative through the registered/principal office and agent of record.

REPORTING REQUIREMENT FOR CHARITABLE ORGANIZATIONS THAT SOLICIT CONTRIBUTIONS. Notice is hereby given, pursuant to s. 181.32(2), Wis. Stats., that a NONSTOCK, NONPROFIT corporation engaged as a charitable organization and soliciting contributions is subject to reporting requirements with the Wisconsin Dept. of Regulation & Licensing, pursuant to Ch. 440 of the Wisconsin Statutes. Please call or write the following for further information and filing requirements: WISCONSIN DEPT. OF REGULATION & LICENSING, Attn: Charitable Organizations, P. O. Box 8935, Madison, WI 53708. Phone (608) 266-0829.

JUN 17 1996

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22-

United States of America

State of Wisconsin

OFFICE OF THE SECRETARY OF STATE

TO: REGISTER OF DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.



Douglas La Follette

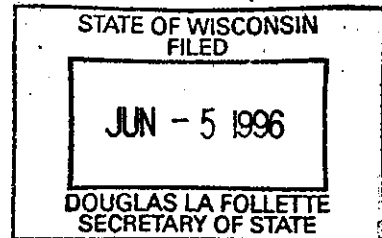
DOUGLAS LA FOLLETTE
Secretary of State

RECORDED

JUN 7 9 00 AM '96

Doyle & Associates
REGISTER OF DEEDS
OF WASHINGTON COUNTY WI

SECRETARY OF STATE
STATE OF WISCONSIN



96 MAY 30 A 8: 00

ARTICLES OF INCORPORATION

OF

THE PRESERVE AT GERMANTOWN HOMEOWNERS ASSOCIATION, INC.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

The undersigned, being an adult resident of the State of Wisconsin acting as incorporator under the Wisconsin Nonstock Corporation Law, Chapter 181 of Wisconsin Statutes, adopts the following Articles of Incorporation:

ARTICLE 1

Name

The name of the Association is THE PRESERVE AT GERMANTOWN HOMEOWNERS ASSOCIATION, INC.

ARTICLE 2

Period of Existence

The period of existence shall be perpetual.

ARTICLE 3

Purposes

The purposes shall be as follows:

- (a) To provide for maintenance, preservation and architectural control of the Common Elements within that certain tract of property located in the Village of Germantown; Washington County, Wisconsin and specifically described in Exhibit A attached hereto and incorporated herein; and to promote the health, safety and welfare of the Owner's of lots within said development;

do

WISCONSIN STATE
FILED #

P032074

- (b) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration of Restrictions for The Preserve Subdivision ("Declaration"); to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, rent, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration which has been recorded in the office of the Register of Deeds for WASHINGTON County, Wisconsin, on June 21, 1995 in Volume 1512, Pages 39 through 49, inclusive, as Document No. 693592;
- (e) To serve as an association of the Lot Owners who own lots within the development and as provided in the Declaration.
- (f) To dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by seventy-five percent (75%) of voting members, agreeing to such dedication, sale or transfer;
- (g) To conduct and carry out those duties as are set forth in said Declaration.
- (h) To engage in lawful activity within the purposes for which a nonstock, non-profit corporation may be organized and to have and to exercise any and all powers, rights and privileges a Wisconsin nonstock, non-profit corporation may now or hereafter have or exercise, all under Chapter 181, Wis. Stats.

ARTICLE 4

Members

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership shall be as set forth herein. The corporation may issue certificates evidencing membership in the corporation.

Every Owner of a Lot shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each such Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner of a Lot or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Lot.

ARTICLE 5

Powers

The corporation shall have all of the powers of a nonstock corporation as presently enumerated in the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes and all powers of an association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and as statutes may be hereafter amended.

ARTICLE 6

Principal Office and Registered Agent

The location of the initial principal office of the corporation shall be W182 N9606 Appleton Avenue; Germantown, Washington County, Wisconsin, and the initial registered agent at such address shall be Jerome A. Bence, Jr. 53022.

ARTICLE 7

Directors

The number of Directors of the corporation shall be as fixed in the Declaration but in no event shall be less than three (3) and shall be members of the Association, except for the initial Board of Directors who need not be Lot Owners. The manner in which directors shall be elected, appointed or removed shall be provided in the Declaration.

ARTICLE 8

Names and address of initial Board of Directors

Jerome A. Bence, Jr.
N106 W14357 Amen Court
Germantown, WI 53022

Scott J. Bence
N82 W28295 Vista Dr.
Hartland, WI 53029

Brian J. Bence
N81 W28682 Park Dr.
Hartland, WI 53029

ARTICLE 9

Voting Rights

All Owners shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owners shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

The Developer shall be entitled to one (1) vote for each Lot owned; provided, however, that notwithstanding the foregoing provisions for voting, the Developer shall have sufficient votes to constitute a majority of votes so long as not less than 50% of the Lots in the development are owned by Developer. So long as twenty percent (20%) or more, but less than fifty percent (50%) of the Lots in the Preserve are owned by Developer, two members of the Committee shall be appointed by Developer and one member shall be elected as provided herein. So long as five percent (5%) or more but less than twenty percent (20%) of the Lots in the Preserve are owed by Developer, one member of the Committee shall be appointed by Developer and two members shall be elected as provided herein. If less than five percent (5%) the Lots in the Preserve are owned by Developer, all of the members of the Committe shall be elected as provided herein. The provisions of this paragraph shall also apply in the event of any future stages of development in accordance with Paragraph #36 of said Declaration and the lots contained therein shall be considered in determining the above percentages.

ARTICLE 10

Stock, Dividends, Dissolution

The Association may be dissolved with the assent of seventy-five percent (75%) of the votes as provided in "Voting Rights" above. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

The corporation shall not have or issue shares of stock, no dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the corporation shall be distributed to its members, directors or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purpose.

ARTICLE 11

Amendment

These articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 12

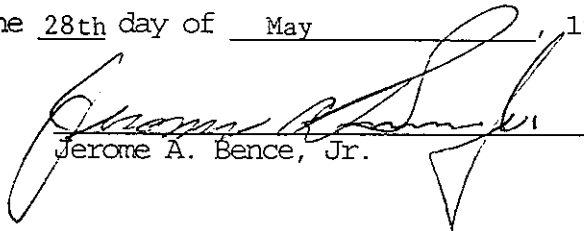
Name and Address of Incorporator

The name and address of the incorporator is:

NAME	ADDRESS (street & number, city, state and ZIP Code)
Jerome A. Bence, Jr.	W182 N9606 Appleton Avenue Germantown, WI 53022

Executed in duplicate on the 28th day of May, 1996.


All incorporators
SIGN HERE



Jerome A. Bence, Jr.

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me this 28th day of May _____ A.D. 1996, the above-named Jerome A. Bence, Jr. to me known to be the person who executed the foregoing instrument, and acknowledged the same.



Richard A. Rechlicz
Notary Public
My Commission is permanent

(SEAL)

This Document Was Drafted By
And Should Be Returned To:
LADEWIG and RECHLICZ
Attorney Richard A. Rechlicz
N88 W15125 Main Street
Menomonee Falls, WI 53051
(414) 251-2245

Exhibit ALegal Description

"THE PRESERVE", being a subdivision of a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 26, running thence North 88 degrees 26' 16" East along the South line of the said Northwest 1/4 Section, 485.00 feet to a point in the Southeast corner of "Bel Aire" and the place of beginning of lands hereinafter described:

Continuing thence North 01 degrees 33' 44" West along the East line of "Bel Aire", 193.00 feet to a point; thence North 48 degrees 26' 16" East along the East line of "Bel Aire", 164.00 feet to a point; thence North 02 degrees 21' 51" East along the East line of "Bel Aire", 461.74 feet to a point in the South line of "Pilgrim Estates"; thence North 88 degrees 17' 49" East along the South line of "Pilgrim Estates", 603.43 feet to a point in the Southeast corner of "Pilgrim Estates"; thence North 01 degree 45' 56" West along the East line of "Pilgrim Estates", 150.00 feet to a point in the South line of Lyle Lane; thence North 88 degrees 17' 49" East along the South line of Lyle Lane, 61.36 feet to a point; thence North 01 degrees 42' 11" West 60.00 feet to a point in a curve; thence Southeasterly, 141.54 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 230.00 feet and whose chord bears South 74 degrees 04' 21.5" East, 139.32 feet to a point; thence North 50 degrees 40' 00" East, 232.91 feet to a point; thence South 39 degrees 20' 00" East, 112.85 feet to a point; thence Due South, 364.15 feet to a point; thence South 46 degrees 09' 27" East, 134.40 feet to a point; thence South 68 degrees 40' 00" East, 166.43 feet to a point in a curve thence Southwesterly, 90.99 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 305.00 feet and whose chord bear South 29 degrees 52' 47.5" West, 90.65 feet to a point; thence South 54 degrees 18' 13" East, 234.55 feet to a point; thence South 72 degrees 09' 20" East, 99.49 feet to a point; thence North 88 degrees 29' 31" East, 341.74 feet to a point; thence North 78 degrees 25' 29" East, 115.93 feet to a point in the East line of "High Pointe"; thence South 02 degrees 04' 59" East along the East line of "High Pointe" 225.28 feet to a point in the Southeast corner of the said Northwest 1/4 Section and the Northwest corner of "Heritage Hills Addition No. 1"; Thence South 02 degrees 04' 19" East along the East line of the Southwest 1/4 of Section 26, and the West line of "Heritage Hills Addition No. 1", 994.74 feet to a point; thence South 88 degrees 26' 39" West, 1315.72 feet to a point; thence North 01 degrees 46' 58" West, 994.56 feet to a point in the South line of the Northwest 1/4 of Section 26; thence South 88 degrees 26' 16" West along the South line of the said Northwest 1/4 Section, 825.70 feet to the point of beginning.

Containing 57.96 acres more or less.

Excepting therefrom those parts described for public street purposes. Lots 105, 106 and 107 of Phase II are deleted from these deed restrictions and are not under the control of the owner's association described later. Recorded as Subdivision Plat, Document #692853, Map Book 32, Pages 15-18