

DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
THE SETTLEMENT ON WOODS ROAD SUBDIVISION

NOTICE TO PROSPECTIVE LANDOWNERS  
OF  
THE SETTLEMENT ON WOODS ROAD SUBDIVISION

PLEASE TAKE NOTICE THAT THE SETTLEMENT ON WOODS ROAD SUBDIVISION IS SUBJECT TO MANY SPECIAL RESTRICTIONS AND COVENANTS. THESE RESTRICTIONS AND COVENANTS ARE INTENDED TO PRESERVE THE NATURAL BEAUTY AND RESOURCES OF THIS SUBDIVISION AND TO PRESERVE THE VALUE OF THE LAND FOR BOTH INDIVIDUAL LANDOWNERS AND THE SURROUNDING CITY AND COUNTY.

PLEASE READ THESE RESTRICTIONS AND COVENANTS CAREFULLY AS THEY INCLUDE LIMITATIONS ON THE USE OF YOUR LAND. SOME OF THESE LIMITATIONS INCLUDE:

1. The Settlement on Woods Road includes a variety of stormwater management facilities. These facilities are either common space owned by a fractional interest by all Lot Owners were easements granted for the benefit of the homeowners association and the lot Owners. the cost of maintaining these features will become common expenses all the homeowners association and the lot owners
2. The Settlement on Woods Road includes permanent common open space, other common landscape features, and landscaped buffer is for the benefit of all lot owners. The cost of maintaining the open space, common landscape features, and landscaped buffers will be common expenses of the homeowners association and the lot owners. Pond accessed from the permanent common open space for boating purposes, fishing, ice skating, etc. is strictly prohibited.
3. This subdivision is served by municipal sewer and water. Private wells are not to be installed by individual lot owners.

This declaration is made and executed so as to be effective the 3rd August of September 2005, notwithstanding the date of actual execution by The Settlement On Woods Road LLC ("developer"). This First Amended Declaration of Restrictions and Covenants supersedes the Declaration of Restrictions and Covenants recorded February 19, 2004 in the office of the Register of Deeds for Waukesha County as Document number 33129699 pages 000246 to 000262.

WHEREAS, Developer owns lots which have been platted as The Settlement On Woods Road subdivision located in the City of Muskego ("city") consisting of 59 planted lots ("Lots") and seven out lots; and

WHEREAS, Developer desires to subject the lots to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision and for the benefit of the lot owners in the subdivision;

NOW, THEREFORE, Developer hereby declares that the real property (except for dedicated streets and utilities), hereinafter described shall be used, held, transferred, sold and conveyed subject to the terms, provisions and conditions herein set forth, which shall inure to the benefit of and passed with said property and each and every parcel thereof as covenants running with the land and shall apply to and bind all successors in interest, users and owners thereof.

DEFINITIONS PURPOSE AND USE RESTRICTIONS

1.01 DEFINITIONS

- (a) "Association" shall mean THE SETTLEMENT ON WOODS ROAD HOMEOWNERS

ASSOCIATION, an association which will be created under this Declaration.

(b) "Developer" shall mean THE SETTLEMENT ON WOODS ROAD LLC, as well as any Successor-Developer. For purposes of granting any consent or approvals required under this declaration, including under Article 2 hereof, any officer of The O'Connor Co. Inc., shall have the authority to grant said consents and approvals.

(c) "Family" shall mean one or more persons related by bond, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or groups of persons were three or more are not so related or engaged is household employees.

(d) "Home" shall mean a residential building designed and used as a dwelling for one family (which shall not include any attached garage).

(e) "Lot" shall mean a platted lot within the subdivision identifiable by reference to a name and lot number, in which is part lands expressly made subject to this declaration.

(f) "Lot Owner", "Lot Owners", or "Co-Owners" shall mean the holders of a legal or equitable ownership interest in fee simple record title to a lot, regardless of the type of tenancy or estate and shall include land contract vendee's and vendors, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

(g) "Property" shall include a lot and all improvements thereon.

(h) "Section" shall mean all those provisions within unnumbered heading of this Declaration.

(i) "Structure" and "improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent and character or intended use; building, outbuilding, shed, booth, garage or aboveground storage facility; exterior lighting or electric fixture, antenna, Tower, pole or bug control device, dish or other device, freestanding or attached, for the transmission a reception of electronic signals; trellises or arbors; fans, retaining or other wall, foundation were above ground or in-ground swimming were wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo, tree house or other exterior play equipment; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located entirely within the exterior perimeter walls of the single-family home constructed on the lot. Use of the phrase "structure or improvement" or any other such words shall not imply different meanings for such terms.

(j) "Subdivision" shall mean the lands identified on the subdivision plat.

(k) "Successor-Developer" shall mean any person, corporation, partnership or other entity to which the Developer expressly as signs her otherwise transfers his rights and obligations hereunder, or any successor to the developer by operation of law.

(l) "Common Areas" shall mean any area within the land which is not located within a planet lot were dedicated right-of-way, which "Common Areas" shall include, without limitation, all platted outlots.

(m) "DNR" shall mean the Wisconsin Department of Natural Resources.

(n) "City" shall mean the city of Muskego, Waukesha County, Wisconsin.

(o) "Board" shall mean the Board of Directors of the Association.

#### 1.02 GENERAL PURPOSE

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential area and in furtherance of such purpose; to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of the open spaces in common areas; to help assure the best use and most appropriate development and improvement of each lot; to protect owners of lots against use of surrounding lots which may detract from the residential value or enjoyment of their property; to guard against the erection or maintenance of garish or poorly designed or proportion structures; to obtain a harmonious and as aesthetically pleasing blend of materials, structures and color schemes; to ensure a residential development of the subdivision consistent with the highest the next standards and the purposes for which each such lot is platted; to encourage and secure the erection of attractive improvements which may adversely affect the aesthetic appearance of a lot were surrounding area; to ensure a proper and consistent setback of structures and buildings for aesthetic appearance and to avoid blockage of views for other properties; to secure and maintain a proper spatial relationship of buildings, structures and other improvements; and otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

#### 1.03 SINGLE FAMILY USE: GENERAL RESTRICTIONS

(a) each lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone or computer. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of all homestead as a place of residence and limited recreation. Notwithstanding the foregoing, the Developer or any builders approved by the Developer shall have the right to construct model homes which may be used as temporary sales offices.

(b) Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living were sleeping for family or guests.

(c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained the developer or association may perform yard maintenance and charge the cost thereof to the lot owner and levy an assessment against the Lot with respect thereto.

(d) No lot shall be used in whole or in part for conducting any unlawful activity were for any unlawful purpose. NO noxious odors or loud noises shall be permitted to escape from any home or lot nor shall any activity be permitted were engaged in which constitutes a public or private nuisance.

#### 1.04 RESTRICTIONS ON USE OF VEHICLES

Automobiles, trucks, motorcycles, bicycles and all other vehicles, including recreational vehicles which shall include snowmobiles, boats and other watercraft, trail bikes, travel trailers and vans, motor homes in Dune buggies and all other off street motorized vehicles of any kind shall not be parked, kept or stored on any lot outside an enclosed garage without the prior written approval of the developer (which may be withheld in its sole and absolute discretion including aesthetic appearances), except for temporary storage for loading and unloading purposes of not more than 48 hours. Recreational vehicles shall also not be used or operated on any lot, the common areas or otherwise within the subdivision, except on dedicated streets in accordance with applicable traffic laws.

#### 1.05 ANIMALS AND PETS

No livestock, poultry, reptile or other animal of any kind shall be raised, bred or kept on any lot except that dogs, cats and other normal household pets (as may be approved by the developer from time to time) may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner, or which may be contrary to applicable law. The right of any Lot Owner keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. No exterior pet kennels or related structures or and closer enclosures shall be permitted at any time.

#### 1.06 GARBAGE AND REFUSE

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for his temporary storage in sanitary covered containers located in an enclosed garage. No trash containers shall be stored outdoors. There shall be no burning or burial of any garbage, trash or debris at any time other than or burning of leaves and light brush if approved by of the Developer, and conducted in compliance with all applicable laws and ordinances.

#### 1.07 ESTABLISHMENT OF COMMON AREAS AND FACILITIES

(a) The Developer hereby declares all of the "Common Areas" shall be reserved for the benefit of all Lot Owners of the subdivision for the proposed intended, including without limitation, the perpetual maintenance, repair and replacement of the common facilities located therein. The term "Common Areas" shall mean all Outlots, the Boulevard area in the right of way all of Settlement Court and the landscape drainage easements throughout the Subdivision.

(b) Developer hereby declares that all the following facilities and improvements shall be known and identified therein as "Common Areas" as in to the extent installed and constructed by Developer in its sole discretion:

1. The storm water detention ponds and all associated storm sewer lines, out. Sure is, rip rap and other improvements in facilities located in the Common Areas for storage and management of storm and surface waters.

2. All monuments, decorative structures, signage Intended for permanent location, landscaping, fences and other structures and improvements located within the entry boulevard.

(c) The Association (and all Lot Owners prior to formation of the Association) shall be responsible for all costs and expenses associated with the maintenance, operation, repair, and replacement of the Common Facilities. Until such time as the Association is formed, the Developer shall be responsible for arranging for said operation, maintenance and repairs, subject to reimbursement from all Lot Owners as provided under section 1.100 hereof.

(d) The Developer shall have the right he time following formation of the Association to convey or otherwise transfer to the Association, without cost, wall or any portion of the Common Areas, and the Association shall except title to the same and assume responsibility for the management and maintenance thereof in the Common Facilities as provided herein.

#### 1.08 USE OF COMMON AREAS

(a) All of the Common Facilities shall be used in maintained (including all necessary repairs and replacements thereto) for their intended purpose (e.g., storm water management permanent signage decorative landscaping, lighting, etc.). use of the common areas generally limited to the Lot Owners and their are accompanied guests.

(b) Except in respect to the Common Facility, the Common Areas shall be used exclusively for environmental preservation, green space passive recreational uses such as nature viewing.

(c) There shall be no grading, excavation or mobile of vegetation in the common areas, except for the removal of diseased or dead trees or as specifically permitted therein.

(d) There shall be no signage in the Common Areas, except as erected by Developer, or except as permitted in writing to builders marketing newly constructed homes. No signs shall be permitted for the resale of existing homes.

#### 1.09 RELOCATED HOMES

No Home shall consist of and there shall not be permitted upon any Lot, any dwelling unit which is constructed or occupied outside the Subdivision and thereafter sought to be moved into this Subdivision. This Section 1.09, however, shall not apply to manufactured, penalized, or modular homes which are installed or assembled on site using factory new components and materials; provided said structures are

otherwise in conformance with this Declaration.

#### 1.10 PROPORTIONATE RESPONSIBILITY

Upon acceptance of title to any Lot the Owner(s) of such lot shall be responsible for an annual assessment related to the maintenance and upkeep of the Common Areas and Common Facilities and may be subject to additional assessments to the extent authorized under Article 3 thereof. General Assessments shall be allowed to each lot on a fractional basis, the numerator of which is one (1) and the denominator of which is fifty-nine (59).

#### 1.11 WETLAND AREAS

Portion of Lots consisting of wetlands (as shown on the wetland delineation map on file with the Developer and the Village and the final plat recorded at the County Register of Deeds) shall not be filled, graded or disturbed in any way except with the prior written approval of the City, the Developer and the DNR.

#### 1.12 OUTSIDE STORAGE

No portion of any lot shall be used for the outside storage of any items of personal property, including without limitation, cars, trucks, and other vehicles, equipment, furniture, firewood, trash containers, tools or ladders, except patio furniture which is located outdoors between April 15 and October 31 of each year.

#### 1.13 ENVIRONMENTAL REGULATIONS

All grading, excavation, filling in any other construction activities shall be in strict conformance with the permit dated May 28, 2003 issued by the DNR under Chapter 30 of the Wisconsin Statutes, and any amendments thereto (the "Chapter 30 Permit"), together with all federal, state and local laws, regulations, ordinances or administrative orders in respect to the protection all of waterways, wetlands and other environmental areas (together as "Environmental Regulations"). Each Lot Owner shall be obligated to identify, defend and hold harmless the Developer, its members, contractors, agents and consultants against any violation of Environmental Regulations caused by said Lot Owner, its agents, contractors, or employees.

#### 1.14 CONSTRUCTION DAMAGE

Each camp lot Owner shall be responsible for any damage to any other lots, the common areas, the, Common Facilities, or any improvements of the Developer is obligated to construct or install under contract with the local governmental unit, caused by said Lot Owner, its agents, employees, or contractors, including without limitation, ruts from vehicles or equipment, destruction of vegetation or the depositing of fill or construction refuse. Such damage shall be fully restored or cleaned up, as applicable, within ten (10) days following the written notice from the Developer. Upon failure to satisfy such requirement, or at Developer's option without advance notice, the developer shall have the right to arrange for said restoration or clean up and the cost thereof, together with interest therein at the Default Rate accruing from the date incurred, shall be reimbursed by the Lot Owner, if not so reimbursed, shall constitute a special assessment against any Lot. Any such damage shall be presumed to be caused by the Owner of the Lot under construction located nearest to said damage, said Lot Owner having the burden of proving the damage was caused by another party who shall be specifically identified to the Developer.

#### CONSTRUCTION OF IMPROVEMENTS

##### 2.01 MINIMUM LIVING AREA, HEIGHT REQUIREMENTS, AND GARAGES/DRIVEWAYS

(a) All Lots in The Settlement on Woods Road are restricted to the erection of a single family residence with attached side entry garage whenever possible as reviewed by the Architectural Control Committee (ACC). Under certain circumstances, the ACC for the subdivision shall have the sole and absolute discretion to allow front entry garages based upon aesthetic, set back and practicality issues. The ACC may allow up to ten percent less total square feet of living area for superior design. No business may be conducted from any lot other than home occupations permitted by the City Code of Ordinances provided, however, that no home occupation shall generate unreasonable traffic or non-resident employees.

Each Home shall have a minimum living area (exclusive all the basement, attic, garage, porch is, patios and

storage areas) sees as set forth below:

1. The minimum size of a one-story residence shall be 2,200 square feet on first floor.
  2. A story and a half residence is discouraged due to the level nature of the subdivision, but if considered would have to have a minimum of 2,500 square feet with a minimum of 1,400 on the first floor.
  3. A two-story residence shall have a minimum of 2,500 square feet with a minimum of 1,400 on the first floor.
  4. All submittals of house plans must be in triplicate; must be completed detailed construction drawings done by a licensed architect or competent design drafter. Furthermore all surveys must be in triplicate by a licensed surveyor. Initial hardscape and landscape elements that are anticipated for screening, along sidewalk, foundation plantings, pools, spas, fencing, trees and shrubs, etc. must be submitted in triplicate along with the construction drawings and survey to be a completed submittal. No partial or "conceptual" submittals will be accepted nor commented upon. Notice of the completed submittal will be given the lot owner within one month of receipt of the complete submittal.
- (b) No Home shall exceed three stories (excluding the basement) or 35 feet in height above finish grade, whichever is less.
- (c) The roof of all Homes shall be pitched to rise at least eight (8) inch is vertically for each twelve (12) horizontal inches, but in any event in proper proportion to the home. Exceptions may be granted in Developer's sole and absolute discretion to maintain the architectural Integrity of the Home style desired by the Lot Owner.
- (d) An enclosed and attached garage (for at least two and a half (2 1/2) and not more than three and one half(3.5) cars) shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home. Cautioned: all three (3)and three and one half (3.5) garages will be subject to strict architectural scrutiny to insure proper scale and proportion to the Home and may be denied for such in any other reasons permitted herein, including general aesthetics. The relationship of adjacent garages and positioning of garage doors shall be considered at the time of constructions
- (e) Each home shall have the basement with a usable floor area (exclusive of crawl space) of not less than 40% of the first floor.

#### 2.02 SUITABILITY

- (a) Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any lot. Developer recommends that prospective buyers have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern to prospective Lot Buyer.
- (b) Developer suggests, but does not require, that buyers utilize a properly licensed architect in any construction.

#### 2.03 LOCATION AND SETBACK

- (a) All structures or improvements (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located in conformance with applicable zoning and building codes.
- (b) Approval by the City with respect to setbacks or other matters shall not be binding on the Developer in any respect.
- (c) Notwithstanding the setback requirement specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the lot, must be approved in writing by the



developer prior to any construction, it being intended that the Developer may, in its sole discretion, impose greater setback requirements than those permitted under city ordinances in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Developer or the Developer deems advisable. Additionally, the approval of the exact location of the Home by the Developer may be for the purpose of ensuring a proper and consistent setback of structures and buildings and to avoid blockage and views of other properties.

(d) Each Lot Owner acknowledges and agrees that notwithstanding the reviews and the approvals made a required under this Declaration, each Lot Owner as responsibility for selecting and hiring its own architect or other design professional, construction contractor, subcontractors, material suppliers, inspection professionals and parties associated with the designed and construction of the applicable Home, and the Developer shall have no responsibility whatsoever for such parties were for the quality or suitability of any designed, materials, workmanship or foundation location, it being understood that the function of the Developer pursuant to the reviews and approvals required hereunder is solely to attempt to insure compliance with the covenants and restrictions of this Declaration in the end tans thereof, and that no Lot Owner shall be entitled to rely upon any such reviews were approvals other they and as expressly provided under section 2.05 (e).

#### 2.04 ARCHITECTURAL STYLES AND BUILDING MATERIALS

(a) Traditional architectural styles the seventeenth, eighteenth, nineteenth and twentieth centuries are encouraged. These include Traditional American Architectural Styles such as: Tutor, Wright Prairie style, Salt Box, Colonial, Federal, Greek Revival, Craftsman, and Victorians. It is expected that the design of each house be consistent and unified in that building materials appropriate for that design be used. All Homes should reflect the aesthetics and spirit of the traditions they seek to exemplify.

(b) All exterior building materials shall be natural materials, excluding shutters, and windows. The Developer shall have the right to permit synthetic materials (not including vinyl or aluminum) which are substantially similar in appearance and texture to natural materials. Minimum roof pitch as stated in 2.01 (b) shall be required. Placement of garage doors on the side elevation of Homes is encouraged and may be required. Primary exterior materials shall be consistent on all elevations. All fireplace chimneys located on the exterior elevation of any home shall be enclosed in a brick, stone or otherwise suitable masonry materials compatible with the building materials of the Home. Roof materials shall consist of dimensional asphalt shingles, cedar shakes, slate, or cement products that resembles slate, tile, or shakes.

(c) The following materials are not permitted: vinyl, aluminum, steel siding or facial materials; or standard asphalt shingles.

(d) All future additions and renovations that occur after original approval by the Developer shall require architectural approval the same manner as the initial Home. All additions and renovations shall be compatible in height, massing, and style with the originally approved structure. Identical or substantially similar building materials shall be used on additions or renovations.

#### 2.05 ARCHITECTURAL CONTROL

(a) The Developer shall, subject to any specific assignment by Developer, have the sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to grant variances there from, as set forth in this Declaration. The Developer shall retain such right in authority until Developer no longer holds title to any lands in the subdivision as shown on the plat recorded at the County of Waukesha, Register of Deeds. Thereafter, the Association acting through the Board shall have the authority to grant the approvals required in this section 2.05 and upon such event, the term "developer" is used In this section 2.05 shall mean the board; provided, however, that the Developer shall it times retained authority over architectural view review over each Lots until a Home is erected thereon.

(b) No Home, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, elevation, color or material composition) without: (1) prior submission of detailed plans, specifications and

other required application materials to the Developer for its review; and (2) acquisition of prior written approval by the Developer with respect thereto. Plans to be considered appropriate for a fee by the Developer must include the following (unless the Developer advises the Lot Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a home, garage or addition were changed to either) drawn to scale and showing all dimensions, composition in color on the exterior materials and equipment, if any; and a plot plan to scale showing the location of the Improvement with respect to setbacks from Lot lines and other buildings and improvements, finish grade elevations, topography, drives, sidewalks, patios, existing plantings and other data pertinent to such review by the Developer as it may reasonably request. A landscape plan, basic or elaborate, must be presented with the construction drawings and the plot plan. All items must be in triplicate and mailed to Developer. The gap developer may deny or withhold approval of any proposed improvement based upon any one or more of the following factors in the Developer's sole judgment; any one or more of the general purposes specified in section 1 .02 will not be satisfied: material composition or quality; exterior design, appearance or color; coordination with other existing were contemplated improvements; location with respect to topography and existing surroundings; setbacks; finish grade elevations; access drainage or landscaping; in general aesthetics. The Developer's judgment as to all matters of aesthetic appearance, designed and compatibility shall be final and not subject to challenge or appeal. **ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE DEVELOPER SHALL BE REQUIRED TO REMOVE SUCH IMPROVEMENT (OR RESTORE SUCH ALTERATION) IN ITS ENTIRETY AT THE LOT OWNER'S AT EXPENSE.** Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a home, garage or other improvement may not be changed in any respect without the prior written approval of the Developer. The Developer shall further have the right to establish additional procedures to ensure compliance with this article 2.

(c) Construction of all Homes shall be in conformance with the established grade unless at the Developers sole and absolute discretion is allowed to be altered and then must be approved by the City of Muskego.

(d) Upon written approval of the plans for the proposed improvement in upon receipt any necessary city or other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be substantially completed within twelve (12) months following either acquisition of all Developer approval or issuance of any required building permit by the City, whichever is later. The Developer may, in its discretion, extend such completion deadline up to an additional six (6) months in the event the delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors. For its own benefits to ensure compliance, the Developer may, at its discretion, require performance bonds from the contractors responsible for construction of the improvements.

(e) In the event the Developer fails to act upon proposed plans within 30 days following written acknowledgment by the Developer that it has received such plans and that they are adequate and complete for purposes of its review or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one (1) year following final completion thereof, no right shall exist to thereafter enforce these restrictions in so far as approval by the Developer is required as to such particular matter.

(f) Any approval or permission by the Developer on to this Section, to be binding or effective, **MUST BE IN WRITING** signed by an authorized representative. Nor oral statements, representations or approvals of the Developer or any of its members or agents shall be binding on the Developer under any circumstances, regardless of any reliance thereon by any Lot Owner.

(g) Within 90 days following construction or installation of any improvement, the Lot Owner shall, upon written request of Developer furnish and as build certified survey showing location of the improvement

(h) Except to the extent necessary for the construction of exposed basement windows no portion of any



Home located above grade level shall be covered with ground soil or similar materials.

#### 2.06 LANDSCAPING MANDATORY TREES, GRADING AND DRAINAGE

(a) Landscaping plans, showing trees, bushes, planting beds, walkways, ornamental fences, arbors and other features must be submitted in triplicate for approval in conjunction with building plans.

(b) At a minimum, landscaping shall include foundation plantings located along the elevations of the building facing a public street, and sided are seeded lawns on all four (4) sides of the Home. the landscaping shall be installed within six (6) months following issuance of an occupancy permit for the Home, or if said permit is granted after August 31, then prior to June 1 of the following year

(c) All landscaping (including permanent lawns) shall be performed in accordance with the plan approved by the Developer and shall be completed within six (6) months following the issuance of the occupancy permit for the Home, or if said permit was granted after August 31, said completion shall be done on or prior to June 1 of the following year.

(d) All grading and exclamation activities shall be conducted in conformance with the then most current version of the Wisconsin Construction Site Handbook, published by the DNR. Except as may be expressly approved in writing by the Developer prior to the commencement of any work, there shall be no grading, excavation, cuts and fill work or other alteration to the surface of any portion of lot (together "Surface Alterations"). All Surface Alterations shall be conducted in conformance with the master grading plan for the Subdivision parentheses on file with the City or with the gap Developer's engineer. No Surface Alterations shall be conducted in a manner which causes erosion or instability of soils within an adjacent Lot or alters the patterns of storm and surface water drainage in a manner which he has a material adverse effect on another Lot or the Common Areas. The Owner proposing the work shall have the burden of demonstrating conformance with the foregoing. No consent shall be deemed given hereunder except in reference to a detailed grading plan specifically disclosing all aspects of the work for which approval is requested.

(e) No fence, wall, shed, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Developer under Section 2.05. Fencing shall be decorative and architecturally compatible with the architecture of the structure, (no privacy or security fencing). In general, fencing will be discouraged other than for protection of swimming pools. No swimming pools shall be installed above the surface grade and all pools must be approved by the Developer.

(f) Except for its specific landscaped areas and wetlands, all front, side and rear yards shall be maintained as clipped lawns.

(g) Prior to commencement of home construction, the Lot shall at all times be free of soil erosion and fully and completely stabilized with turf (which during the mowing season shall be regularly mowed) and kept in a clean and slightly condition. In the event of any failure to comply with any of the foregoing, then the Developer or the Association (or contractors engaged by them) shall have of the right to enter the Lot and conduct such repairs or maintenance as required above, and the cost thereof shall become a special assessment against the Lot under Article 3 of the Declaration.

#### 2.07 DRIVEWAY

Each Lot shall be improved by the Lot Owner with an asphalt, brick, paver, or concrete driveway extending from the driveway approach to the garage within six months following issuance of an occupancy permit for the Home, or if said permit is granted after August 31, and said completion shall be achieved prior to June 1 of the following year. A plot plan, in triplicate, showing the location of the driveway and the sidewalk to the front door shall be submitted to the Developer for its prior approval under section 2.05 above.

#### 2.08 CONSTRUCTION MATERIALS - STORAGE

No building or construction materials shall be stored on any Lot outside of the Home or garage other than

during periods of actual construction were remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Developer, unless required for backfilling, finished grading, or landscaping.

#### 2.09 WATER SUPPLY

Each home shall be connected to the municipal city water system and no individual wells shall be permitted. The Association can seek approval and install a landscape maintenance well should it desire.

#### 2.10 SEWERAGE DISPOSAL

Each home shall be connected to the city municipal water system and no septic tank or other individual sewerage system shall be issued or permitted.

#### 2.11 WIRES, ANTENNA, AND SOLAR PANELS: SURVEY MARKERS

(a) All utility lines and wiring for gas, electric, telephone and cable television service to a Home garage or other improvement shall be installed underground, unless otherwise permitted by the Developer in writing prior to installation. No Lot Owner shall remove, alter or disturb any monuments or survey markers, or install any improvement or vegetation that obstructs vision between the corner points of any lot.

(b) No roof-top, Tower-mounted or other external antenna, satellite dish for television or radio reception, or transmission (except dishes having a diameter not to exceed 18 inches and not visible from the front of the Home), or for other electronic transmission or reception or solar heating panels shall be erected or used in the Subdivision.

#### 2.12 SIGNS

Except for Developer (and its written designees) relating to the marketing of the Subdivision or any homes therein, those signs or banners of any kind shall be placed where displayed to public view on any Lot, except: (1) one sign of not more than six square feet advertising the Property for sale; and (2) one standard sign (showing that Lot Owner's name) as may be approved by the Developer for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision.

#### 2.13 OUTBUILDINGS: WASHLINES

No wash lines, shed, detached garage or other enclosed structures or outbuildings are permitted on any Lot.

#### 2.14 MAILBOXES AND YARDLIGHTS

(a) Each Lot Owner shall be obligated at its expense, to purchase from developer and install within six months following the issuance of an occupancy permit for the Home a yardpost with attached light fixture of the design determined by Developer, which shall be connected to an underground power source and operated automatically by a photoelectric cell.

(b) Each Lot Owner shall be obligated at its expense to purchase from Developer a freestanding mail/newspaper box of a design determined by Developer which will be installed by Developer.

(c) The yard post/light and mail/newspaper box shall at all times during the term of the declaration, be maintained in good condition and repair (including bulb replacement) and when necessary shall be replaced by the Lot Owner at its expense with an identical or most comparable structure then available.

#### 2.15 PLAY STRUCTURES

No swing set, jungle gym, slide, wading pool or any other children's play structure or facility shall be permitted on any Lot except those constructed exclusively of cedar or other hardwood stained a natural earth tone, and then only with Developer's prior written consent.

## THE ASSOCIATION

### 3.01 CREATION

(a) The Developer shall has at any time after the recording of this Declaration, established a nonprofit homeowners association known as "THE SETTLEMENT ON WOODS ROAD HOMEOWNERS ASSOCIATION" for the sole purpose and exclusive purpose of excepting assuming all the rights, powers, privileges and obligations expressly provided herein.

(b) The affairs of the Association shall be governed by the Board all of Directors of the Association (the "Board"), as set forth under section 3.05, below. The Developer may elect to cause the Association to be an unincorporated or a non-stock, not for profit corporation formed under Chapter 181 of the Wisconsin Statutes. Until such time as the Association is formed, the Developer while it owns any lots shall have the rights and powers of the Association as provided under Article 3 hereof

### 3.02 MEMBERSHIP

(a) Each Lot Owner shall automatically be a member of the Association (upon formation) and shall be entitled to one membership, with ownership of a Lot being the sole qualification for membership. The membership in the Association shall be owned jointly and severally by all co-Owners of the Lot, regardless of the form of tenancy, the state, or interest in the Lot. There shall be one (1) vote per Lot regardless of the number of Lot Owners

(b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer all of an ownership interest in the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

(c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership in one vote for each Lot owned by the Developer.

### 3.03 VOTING

The vote appurtenant to each Lot shall be cast as whole (in person or by proxy) by the Lot Owner or any co-Owner. Fractional votes will not be allowed; and if co-Owners of a lot do not agree and how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any co-Owner of a Lot or the proxy of any such co-Owner as duly authorized to vote for all co-Owners of that Lot. A quorum for voting purposes shall consist of thirty percent (30%) or more of the votes entitled to be cast. There shall be no cumulative voting for election of Board members or on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

### 3.04 ASSOCIATION MEETINGS

(a) The annual meeting of the Association shall be held in April of each year for the purpose of electing members of the board subject to (section 3.05) and transacting any other business authorized the transacted by the Association. The Board shall select the specified date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner.

(b) Written notice of all meetings of the Association stating that time, place, and purpose for which the meeting is called shall be given to each Lot Owner not less than four (4) days nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

### 3.05 MANAGEMENT OF ASSOCIATION BY THE BOARD

(a) The Association in its business, activities and affairs shall be managed by the Board. The initial Board shall be appointed by the Developer, and are Sean O'Connor and Kevin O'Connor with a third yet to be

appointed, and shall serve until the first meeting of the Association

(b) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board on any matter. No person shall receive any payment for services rendered as a member of the camp board or the Committee or as an officer of the Association who is a member of any committee unless specifically authorized by prior resolution of the Association. The Association may reimburse out-of-pocket expenses incurred by an officer work committee member in the performance of his/her duties.

(c) Any two members of the board acting together are empowered to negotiate, execute and enter contracts, agreements and undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise any powers or obligations of the Association or the Board under this Declaration.

(d) No member of any board or committee or officer of the Association shall be liable to any Lot Owner or any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such board or committee member or officer, provided such person acted in good faith, with all willful or intentional misconduct.

### 3.06 LOT OWNER'S LACK BOTH AUTHORITY TO BIND ASSOCIATION

No Lot Owner (other than a member of the Board) shall have any authority to act for the Association or the Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiate instruments or other obligations or undertakings of any kind.

### 3.07 POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

(a) Without limitation, the association shall have the following rights and powers in addition to any others which may be necessary were incidental to performance of any duties were powers of the Association specified in this Declaration;

1. to levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners;
2. to enforce this Declaration;
3. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessment;
4. to enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to management of the Common Areas in Common Facilities;
5. to incur indebtedness on behalf of the Association, and, to execute drafts and other negotiable instruments;
6. to employ the services of any person, firm or corporation to maintain the Common Areas and Common Facilities were to construct, install, repair, replace or rebuild any improvements thereof;
7. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
8. to commence, prosecute, defend or be a part of any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;
9. to exercise all other powers necessary to maintain the Common Areas in Common Facilities for their intended purpose and operate the Association for the mutual use and enjoyment of all Lot Owners;
10. to accept title to an ownership of all Common Areas and to properly owned, operate, manage and maintain the same, including the common area facilities; and,
11. to assume the responsibilities of architectural review as provided under Section 2 .05 (a).

(b) The Association shall have the following affirmative obligations;

1. to maintain the Common Areas in Common Facilities in good condition and repair and a clean and presentable condition, consistent with other first quality residential developments in Waukesha County including all necessary repairs and replacements;
2. to keep the Common Areas and all Boulevard areas free from refuse ;
3. to cause landscaped turfed areas within the Common Areas in all boulevard area to be mowed and maintained regularly between April 15 and October 15 of each year;
4. to carry out and satisfy the responsibility of architectural review as provided under Section 2 .05 (a) in

the manner intended by this Declaration;

5 The Developer and its members shall have the right to enforce the affirmative obligations above during the entire term of this Declaration

### 3.08 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities Incurred by the Association of the proceeds of assessments shall be made against Lot Owners and their lots.

(b) "Special Assessments" may be made in levied by the Board against a particular Lot Owner and his/her or their lot (without Levy against other lots) for;

1. costs and expenses (anticipated or incurred) for repair of damage to the common area or common facilities caused by or at the direction of lot owner, the family or guests the lot owner, or any other party for whom a lot owner is responsible;

2. costs, expenses an actual attorney's fees incurred in or in anticipation of any suit or action or other proceeding to enforce this declaration against the lot owner;

3. interest due on General or Special assessments; and

4. all other costs and expenses anticipated or Incurred by the association which are subject to special assessments as provided under this declaration

(c) "General Assessments" may be made and levied by the board equally against each lot owner and his/her or their lot for the following common expenses which may be anticipated, incurred or paid by the Association for:

1. maintenance, repairs, upkeep or operation of the common areas or common facilities and any improvements were equipment related thereto as may be required by the Association:

2. any insurance maintained by the Association:

3. taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or any other property of the Association:

4. all costs and expenses for the operation and administration the Association, including legal accounting and management fees and other costs incident to the exercise its own powers obligations;

5. all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of Special Assessment from that lot owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;

6. All damages, costs, expenses and attorneys fees incurred in, or in anticipation of any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

7. Costs and expenses of services, if any, made available to all lots;

8. A charge for the establishment or maintenance of a reserve account to pay for unanticipated or significant expenses for which the Association is responsible; and

9. All other costs and expenses declared to be common expenses under this Declaration. The General Assessments for any of the foregoing expenses shall be levied equally against each lot, pursuant to the provisions of Section 1.10.



*IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions is executed by the Developer as of the date first written above*

THE SETTLEMENT ON WOODS ROAD LLC

By: The O'Connor Co. Inc., Manager

By: \_\_\_\_\_  
Sean O'Connor, President

STATE OF WISCONSIN       )  
)SS  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005 the above named \_\_\_\_\_, as the \_\_\_\_\_ The O'Connor Co., Inc. the manager of The Settlement On Woods Road LLC and to me known to be the persons who executed the foregoing instrument and acknowledged the same in such capacities.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission : \_\_\_\_\_

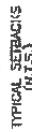
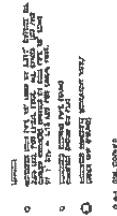
This instrument was drafted by:  
Sean O'Connor  
c/o The O'Connor Co. Inc.  
2140 West Dean Road  
River Hills, WI 53217-2006

55



410

BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWN 5 NORTH, RANGE 20 EAST, IN THE CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN

[illegible]

**Advertisement:** The following advertisement was published in the *New York Times*, dated May 19, 1968.

[illegible][illegible]

RETENTION POND EASEMENT TABLES

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

SECTION 100.000 - 100.000

John. J. [Signature]

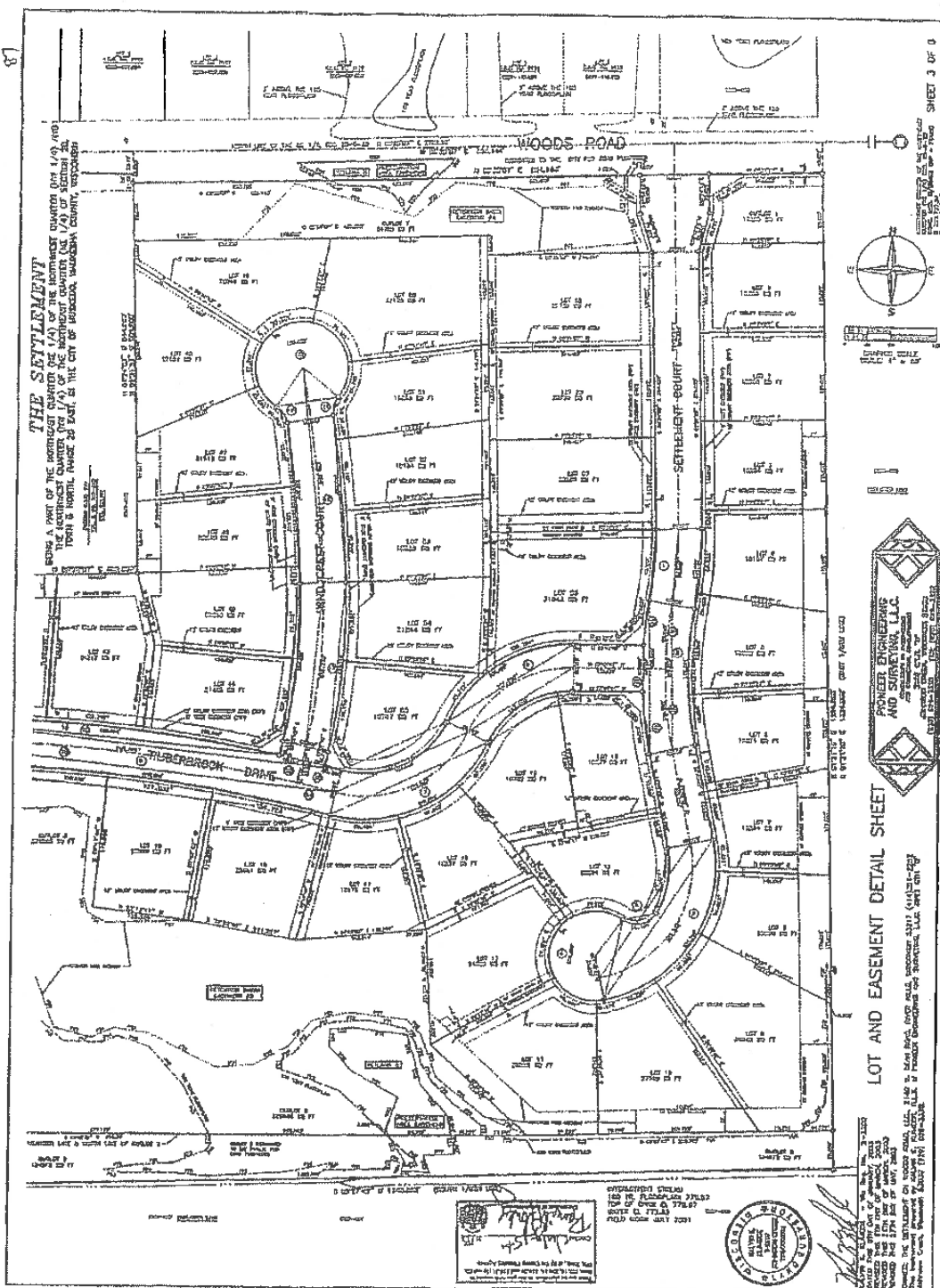
CONFER THE INFORMATION ON THESE BASIS. 1140 N. 35TH ST., N.W. ALBANY, GA 31707-1401. (404) 331-1233. THIS INFORMATION IS BEING FURNISHED TO YOU BY THE FBI. IT IS NOT TO BE RELEASED TO ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN AUTHORIZATION OF THE FBI. (U)



**PIONEER ENGINEERING  
AND SURVEYING, L.L.C.**  
A Subsidiary of Pioneer  
and Consulting Engineers  
P.O. Box 1000  
Casper, WY 82401  
Phone: 307-233-3333  
Fax: 307-233-3333

There are no typewritten changes to this report with respect to items 23A, 23B, 23C, 23D, 23E, 23F, 23G, 23H, 23I, 23J, 23K, 23L, 23M, 23N, 23O, 23P, 23Q, 23R, 23S, 23T, 23U, 23V, 23W, 23X, 23Y, 23Z, 23AA, 23AB, 23AC, 23AD, 23AE, 23AF, 23AG, 23AH, 23AI, 23AJ, 23AK, 23AL, 23AM, 23AN, 23AO, 23AP, 23AQ, 23AR, 23AS, 23AT, 23AU, 23AV, 23AW, 23AX, 23AY, 23AZ, 23BA, 23BB, 23BC, 23BD, 23BE, 23BF, 23BG, 23BH, 23BI, 23BJ, 23BK, 23BL, 23BM, 23BN, 23BO, 23BP, 23BQ, 23BR, 23BS, 23BT, 23BU, 23BV, 23BW, 23BX, 23BY, 23BZ, 23CA, 23CB, 23CC, 23CD, 23CE, 23CF, 23CG, 23CH, 23CI, 23CJ, 23CK, 23CL, 23CM, 23CN, 23CO, 23CP, 23CQ, 23CR, 23CS, 23CT, 23CU, 23CV, 23CW, 23CX, 23CY, 23CZ, 23DA, 23DB, 23DC, 23DD, 23DE, 23DF, 23DG, 23DH, 23DI, 23DJ, 23DK, 23DL, 23DM, 23DN, 23DO, 23DP, 23DQ, 23DR, 23DS, 23DT, 23DU, 23DV, 23DW, 23DX, 23DY, 23DZ, 23EA, 23EB, 23EC, 23ED, 23EE, 23EF, 23EG, 23EH, 23EI, 23EJ, 23EK, 23EL, 23EM, 23EN, 23EO, 23EP, 23EQ, 23ER, 23ES, 23ET, 23EU, 23EV, 23EW, 23EX, 23EY, 23EZ, 23FA, 23FB, 23FC, 23FD, 23FE, 23FF, 23FG, 23FH, 23FI, 23FJ, 23FK, 23FL, 23FM, 23FN, 23FO, 23FP, 23FQ, 23FR, 23FS, 23FT, 23FU, 23FV, 23FW, 23FX, 23FY, 23FZ, 23GA, 23GB, 23GC, 23GD, 23GE, 23GF, 23GG, 23GH, 23GI, 23GJ, 23GK, 23GL, 23GM, 23GN, 23GO, 23GP, 23GQ, 23GR, 23GS, 23GT, 23GU, 23GV, 23GW, 23GX, 23GY, 23GZ, 23HA, 23HB, 23HC, 23HD, 23HE, 23HF, 23HG, 23HH, 23HI, 23HJ, 23HK, 23HL, 23HM, 23HN, 23HO, 23HP, 23HQ, 23HR, 23HS, 23HT, 23HU, 23HV, 23HW, 23HX, 23HY, 23HZ, 23IA, 23IB, 23IC, 23ID, 23IE, 23IF, 23IG, 23IH, 23II, 23IJ, 23IK, 23IL, 23IM, 23IN, 23IO, 23IP, 23IQ, 23IR, 23IS, 23IT, 23IU, 23IV, 23IW, 23IX, 23IY, 23IZ, 23JA, 23JB, 23JC, 23JD, 23JE, 23JF, 23JG, 23JH, 23JI, 23JJ, 23JK, 23JL, 23JM, 23JN, 23JO, 23JP, 23JQ, 23JR, 23JS, 23JT, 23JU, 23JV, 23JW, 23JX, 23JY, 23JZ, 23KA, 23KB, 23KC, 23KD, 23KE, 23KF, 23KG, 23KH, 23KI, 23KJ, 23KK, 23KL, 23KM, 23KN, 23KO, 23KP, 23KQ, 23KR, 23KS, 23KT, 23KU, 23KV, 23KW, 23KX, 23KY, 23KZ, 23LA, 23LB, 23LC, 23LD, 23LE, 23LF, 23LG, 23LH, 23LI, 23LJ, 23LK, 23LL, 23LM, 23LN, 23LO, 23LP, 23LQ, 23LR, 23LS, 23LT, 23LU, 23LV, 23LW, 23LX, 23LY, 23LZ, 23MA, 23MB, 23MC, 23MD, 23ME, 23MF, 23MG, 23MH, 23MI, 23MJ, 23MK, 23ML, 23MM, 23MN, 23MO, 23MP, 23MQ, 23MR, 23MS, 23MT, 23MU, 23MV, 23MW, 23MX, 23MY, 23MZ, 23NA, 23NB, 23NC, 23ND, 23NE, 23NF, 23NG, 23NH, 23NI, 23NJ, 23NK, 23NL, 23NM, 23NN, 23NO, 23NP, 23NQ, 23NR, 23NS, 23NT, 23NU, 23NV, 23NW, 23NX, 23NY, 23NZ, 23OA, 23OB, 23OC, 23OD, 23OE, 23OF, 23OG, 23OH, 23OI, 23OJ, 23OK, 23OL, 23OM, 23ON, 23OO, 23OP, 23OQ, 23OR, 23OS, 23OT, 23OU, 23OV, 23OW, 23OX, 23OY, 23OZ, 23PA, 23PB, 23PC, 23PD, 23PE, 23PF, 23PG, 23PH, 23PI, 23PJ, 23PK, 23PL, 23PM, 23PN, 23PO, 23PP, 23PQ, 23PR, 23PS, 23PT, 23PU, 23PV, 23PW, 23PX, 23PY, 23PZ, 23QA, 23QB, 23QC, 23QD, 23QE, 23QF, 23QG, 23QH, 23QI, 23QJ, 23QK, 23QL, 23QM, 23QN, 23QO, 23QP, 23QQ, 23QR, 23QS, 23QT, 23QU, 23QV, 23QW, 23QX, 23QY, 23QZ, 23RA, 23RB, 23RC, 23RD, 23RE, 23RF, 23RG, 23RH, 23RI, 23RJ, 23RK, 23RL, 23RM, 23RN, 23RO, 23RP, 23RQ, 23RR, 23RS, 23RT, 23RU, 23RV, 23RW, 23RX, 23RY, 23RZ, 23SA, 23SB, 23SC, 23SD, 23SE, 23SF, 23SG, 23SH, 23SI, 23SJ, 23SK, 23SL, 23SM, 23SN, 23SO, 23SP, 23SQ, 23SR, 23SS, 23ST, 23SU, 23SV, 23SW, 23SX, 23SY, 23SZ, 23TA, 23TB, 23TC, 23TD, 23TE, 23TF, 23TG, 23TH, 23TI, 23TJ, 23TK, 23TL, 23TM, 23TN, 23TO, 23TP, 23TQ, 23TR, 23TS, 23TT, 23TU, 23TV, 23TW, 23TX, 23TY, 23TZ, 23UA, 23UB, 23UC, 23UD, 23UE, 23UF, 23UG, 23UH, 23UI, 23UJ, 23UK, 23UL, 23UM, 23UN, 23UO, 23UP, 23UQ, 23UR, 23US, 23UT, 23UU, 23UV, 23UW, 23UX, 23UY, 23UZ, 23VA, 23VB, 23VC, 23VD, 23VE, 23VF, 23VG, 23VH, 23VI, 23VJ, 23VK, 23VL, 23VM, 23VN, 23VO, 23VP, 23VQ, 23VR, 23VS, 23VT, 23VU, 23VV, 23VW, 23VX, 23VY, 23VZ, 23WA, 23WB, 23WC, 23WD, 23WE, 23WF, 23WG, 23WH, 23WI, 23WJ, 23WK, 23WL, 23WM, 23WN, 23WO, 23WP, 23WQ, 23WR, 23WS, 23WT, 23WU, 23WV, 23WW, 23WX, 23WY, 23WZ, 23XA, 23XB, 23XC, 23XD, 23XE, 23XF, 23XG, 23XH, 23XI, 23XJ, 23XK, 23XL, 23XM, 23XN, 23XO, 23XP, 23XQ, 23XR, 23XS, 23XT, 23XU, 23XV, 23XW, 23XX, 23XY, 23XZ, 23YA, 23YB, 23YC, 23YD, 23YE, 23YF, 23YG, 23YH, 23YI, 23YJ, 23YK, 23YL, 23YM, 23YN, 23YO, 23YP, 23YQ, 23YR, 23YS, 23YT, 23YU, 23YV, 23YW, 23YX, 23YY, 23YZ, 23ZA, 23ZB, 23ZC, 23ZD, 23ZE, 23ZF, 23ZG, 23ZH, 23ZI, 23ZJ, 23ZK, 23ZL, 23ZM, 23ZN, 23ZO, 23ZP, 23ZQ, 23ZR, 23ZS, 23ZT, 23ZU, 23ZV, 23ZW, 23ZX, 23ZY, 23ZZ, 23AA, 23AB, 23AC, 23AD, 23AE, 23AF, 23AG, 23AH, 23AI, 23AJ, 23AK, 23AL, 23AM, 23AN, 23AO, 23AP, 23AQ, 23AR, 23AS, 23AT, 23AU, 23AV, 23AW, 23AX, 23AY, 23AZ, 23BA, 23BB, 23BC, 23BD, 23BE, 23BF, 23BG, 23BH, 23BI, 23BJ, 23BK, 23BL, 23BM, 23BN, 23BO, 23BP, 23BQ, 23BR, 23BS, 23BT, 23BU, 23BV, 23BW, 23BX, 23BY, 23BZ, 23CA, 23CB, 23CC, 23CD, 23CE, 23CF, 23CG, 23CH, 23CI, 23CJ, 23CK, 23CL, 23CM, 23CN, 23CO, 23CP, 23CQ, 23CR, 23CS, 23CT, 23CU, 23CV, 23CW, 23CX, 23CY, 23CZ, 23DA, 23DB, 23DC, 23DD, 23DE, 23DF, 23DG, 23DH, 23DI, 23DJ, 23DK, 23DL,

Page 2 of 6



96

WOODS ROAD

PLUM CREEK ADDN NO. 1

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

LOT 35

LOT 36

LOT 37

LOT 38

LOT 39

LOT 40

LOT 41

LOT 42

LOT 43

LOT 44

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

LOT 50

LOT 51

LOT 52

LOT 53

LOT 54

LOT 55

LOT 56

LOT 57

LOT 58

LOT 59

LOT 60

LOT 61

LOT 62

LOT 63

LOT 64

LOT 65

LOT 66

LOT 67

LOT 68

LOT 69

LOT 70

LOT 71

LOT 72

LOT 73

LOT 74

LOT 75

LOT 76

LOT 77

LOT 78

LOT 79

LOT 80

LOT 81

LOT 82

LOT 83

LOT 84

LOT 85

LOT 86

LOT 87

LOT 88

LOT 89

LOT 90

LOT 91

LOT 92

LOT 93

LOT 94

LOT 95

LOT 96

LOT 97

LOT 98

LOT 99

LOT 100

LOT 101

LOT 102

LOT 103

LOT 104

LOT 105

LOT 106

LOT 107

LOT 108

LOT 109

LOT 110

LOT 111

LOT 112

LOT 113

LOT 114

LOT 115

LOT 116

LOT 117

LOT 118

LOT 119

LOT 120

LOT 121

LOT 122

LOT 123

LOT 124

LOT 125

LOT 126

LOT 127

LOT 128

LOT 129

LOT 130

LOT 131

LOT 132

LOT 133

LOT 134

LOT 135

LOT 136

LOT 137

LOT 138

LOT 139

LOT 140

LOT 141

LOT 142

LOT 143

LOT 144

LOT 145

LOT 146

LOT 147

LOT 148

LOT 149

LOT 150

LOT 151

LOT 152

LOT 153

LOT 154

LOT 155

LOT 156

LOT 157

LOT 158

LOT 159

LOT 160

LOT 161

LOT 162

LOT 163

LOT 164

LOT 165

LOT 166

LOT 167

LOT 168

LOT 169

LOT 170

LOT 171

LOT 172

LOT 173

LOT 174

LOT 175

LOT 176

LOT 177

LOT 178

LOT 179

LOT 180

LOT 181

LOT 182

LOT 183

LOT 184

LOT 185

LOT 186

LOT 187

LOT 188

LOT 189

LOT 190

LOT 191

LOT 192

LOT 193

LOT 194

LOT 195

LOT 196

LOT 197

LOT 198

LOT 199

LOT 200

LOT 201

LOT 202

LOT 203

LOT 204

LOT 205

LOT 206

LOT 207

LOT 208

LOT 209

LOT 210

LOT 211

LOT 212

LOT 213

LOT 214

LOT 215

LOT 216

LOT 217

LOT 218

LOT 219

LOT 220

LOT 221

LOT 222

LOT 223

LOT 224

LOT 225

LOT 226

LOT 227

LOT 228

LOT 229

LOT 230

LOT 231

LOT 232

LOT 233

LOT 234

LOT 235

LOT 236

LOT 237

LOT 238

LOT 239

LOT 240

LOT 241

LOT 242

LOT 243

LOT 244

LOT 245

LOT 246

LOT 247

LOT 248

LOT 249

LOT 250

LOT 251

LOT 252

LOT 253

LOT 254

LOT 255

LOT 256

LOT 257

LOT 258

LOT 259

LOT 260

LOT 261

LOT 262

LOT 263

LOT 264

LOT 265

LOT 266

LOT 267

LOT 268

LOT 269

LOT 270

LOT 271

LOT 272

LOT 273

LOT 274

LOT 275

LOT 276

LOT 277

LOT 278

LOT 279

LOT 280

LOT 281

LOT 282

LOT 283

LOT 284

LOT 285

LOT 286

LOT 287

LOT 288

LOT 289

LOT 290

LOT 291

LOT 292

LOT 293

LOT 294

LOT 295

LOT 296

LOT 297

LOT 298

LOT 299

LOT 300

LOT 301

LOT 302

LOT 303

LOT 304

LOT 305

LOT 306

LOT 307

LOT 308

LOT 309

LOT 310

LOT 311

LOT 312

LOT 313

LOT 314

LOT 315

LOT 316

LOT 317

LOT 318

LOT 319

LOT 320

LOT 321

LOT 322

LOT 323

LOT 324

LOT 325

LOT 326

LOT 327

LOT 328

LOT 329

LOT 330

LOT 331

LOT 332

LOT 333

LOT 334

LOT 335

LOT 336

LOT 337

LOT 338

LOT 339

LOT 340

LOT 341

LOT 342

LOT 343

LOT 344

LOT 345

LOT 346

LOT 347

LOT 348

LOT 349

LOT 350

LOT 351

LOT 352

LOT 353

LOT 354

LOT 355

LOT 356

LOT 357

LOT 358

LOT 359

LOT 360

LOT 361

LOT 362

LOT 363

LOT 364

LOT 365

LOT 366

LOT 367

LOT 368

LOT 369

LOT 370

LOT 371

LOT 372

LOT 373

LOT 374

LOT 375

LOT 376

LOT 377

LOT 378

LOT 379

LOT 380

LOT 381

LOT 382

LOT 383

LOT 384

LOT 385

LOT 386

LOT 387

LOT 388

LOT 389

LOT 390

LOT 391

LOT 392

LOT 393

LOT 394

LOT 395

LOT 396

LOT 397

LOT 398

LOT 399

LOT 400

LOT 401

LOT 402

LOT 403

LOT 404

LOT 405

LOT 406

LOT 407

LOT 408

LOT 409

LOT 410

LOT 411

LOT 412

LOT 413

LOT 414

LOT 415

LOT 416

LOT 417

LOT



This image shows a page from a manuscript, possibly a calendar or almanac. The page is filled with dense, handwritten text in a cursive script, organized into columns and rows. The text is written in dark ink on aged, slightly yellowed paper. The layout suggests a structured format, possibly for recording dates, events, or astronomical data. The handwriting is consistent throughout the page, and the overall appearance is that of a historical document.

ECG tracing showing 12 leads (I, II, III, aVR, aVL, aVF, V1, V2, V3, V4, V5, V6) recorded on a standard grid. The tracing displays a regular rhythm with visible P waves, QRS complexes, and T waves. The leads are arranged in a 4x3 grid. The top row contains leads I, II, and III. The second row contains leads aVR, aVL, and aVF. The third row contains leads V1, V2, and V3. The bottom row contains leads V4, V5, and V6. Each lead shows a single cardiac cycle with a P wave, a QRS complex, and a T wave. The rhythm is regular. The paper has a grid with 1 mm horizontal and vertical lines, and 5 mm major grid lines. The leads are labeled on the right side of the grid.

RELAND 01

FIELD NO. 2

WEILAND 03

[illegible]

WELAND #3

WETLAND #3

RECEIVED BY MAIL  
 1971  
 1972  
 1973  
 1974  
 1975  
 1976  
 1977  
 1978  
 1979  
 1980  
 1981  
 1982  
 1983  
 1984  
 1985  
 1986  
 1987  
 1988  
 1989  
 1990  
 1991  
 1992  
 1993  
 1994  
 1995  
 1996  
 1997  
 1998  
 1999  
 2000  
 2001  
 2002  
 2003  
 2004  
 2005  
 2006  
 2007  
 2008  
 2009  
 2010  
 2011  
 2012  
 2013  
 2014  
 2015  
 2016  
 2017  
 2018  
 2019  
 2020  
 2021  
 2022  
 2023  
 2024  
 2025  
 2026  
 2027  
 2028  
 2029  
 2030  
 2031  
 2032  
 2033  
 2034  
 2035  
 2036  
 2037  
 2038  
 2039  
 2040  
 2041  
 2042  
 2043  
 2044  
 2045  
 2046  
 2047  
 2048  
 2049  
 2050  
 2051  
 2052  
 2053  
 2054  
 2055  
 2056  
 2057  
 2058  
 2059  
 2060  
 2061  
 2062  
 2063  
 2064  
 2065  
 2066  
 2067  
 2068  
 2069  
 2070  
 2071  
 2072  
 2073  
 2074  
 2075  
 2076  
 2077  
 2078  
 2079  
 2080  
 2081  
 2082  
 2083  
 2084  
 2085  
 2086  
 2087  
 2088  
 2089  
 2090  
 2091  
 2092  
 2093  
 2094  
 2095  
 2096  
 2097  
 2098  
 2099  
 2100  
 2101  
 2102  
 2103  
 2104  
 2105  
 2106  
 2107  
 2108  
 2109  
 2110  
 2111  
 2112  
 2113  
 2114  
 2115  
 2116  
 2117  
 2118  
 2119  
 2120  
 2121  
 2122  
 2123  
 2124  
 2125  
 2126  
 2127  
 2128  
 2129  
 2130  
 2131  
 2132  
 2133  
 2134  
 2135  
 2136  
 2137  
 2138  
 2139  
 2140  
 2141  
 2142  
 2143  
 2144  
 2145  
 2146  
 2147  
 2148  
 2149  
 2150  
 2151  
 2152  
 2153  
 2154  
 2155  
 2156  
 2157  
 2158  
 2159  
 2160  
 2161  
 2162  
 2163  
 2164  
 2165  
 2166  
 2167  
 2168  
 2169  
 2170  
 2171  
 2172  
 2173  
 2174  
 2175  
 2176  
 2177  
 2178  
 2179  
 2180  
 2181  
 2182  
 2183  
 2184  
 2185  
 2186  
 2187  
 2188  
 2189  
 2190  
 2191  
 2192  
 2193  
 2194  
 2195  
 2196  
 2197  
 2198  
 2199  
 2200  
 2201  
 2202  
 2203  
 2204  
 2205  
 2206  
 2207  
 2208  
 2209  
 2210  
 2211  
 2212  
 2213  
 2214  
 2215  
 2216  
 2217  
 2218  
 2219  
 2220  
 2221  
 2222  
 2223  
 2224  
 2225  
 2226  
 2227  
 2228  
 2229  
 2230  
 2231  
 2232  
 2233  
 2234  
 2235  
 2236  
 2237  
 2238  
 2239  
 2240  
 2241  
 2242  
 2243  
 2244  
 2245  
 2246  
 2247  
 2248  
 2249  
 2250  
 2251  
 2252  
 2253  
 2254  
 2255  
 2256  
 2257  
 2258  
 2259  
 2260  
 2261  
 2262  
 2263  
 2264  
 2265  
 2266  
 2267  
 2268  
 2269  
 2270  
 2271  
 2272  
 2273  
 2274  
 2275  
 2276  
 2277  
 2278  
 2279  
 2280  
 2281  
 2282  
 2283  
 2284  
 2285  
 2286  
 2287  
 2288  
 2289  
 2290  
 2291  
 2292  
 2293  
 2294  
 2295  
 2296  
 2297  
 2298  
 2299  
 2300  
 2301  
 2302  
 2303  
 2304  
 2305  
 2306  
 2307  
 2308  
 2309  
 2310  
 2311  
 2312  
 2313  
 2314  
 2315  
 2316  
 2317  
 2318  
 2319  
 2320  
 2321  
 2322  
 2323  
 2324  
 2325  
 2326  
 2327  
 2328  
 2329  
 2330  
 2331  
 2332  
 2333  
 2334  
 2335  
 2336  
 2337  
 2338  
 2339  
 2340  
 2341  
 2342  
 2343  
 2344  
 2345  
 2346  
 2347  
 2348  
 2349  
 2350  
 2351  
 2352  
 2353  
 2354  
 2355  
 2356  
 2357  
 2358  
 2359  
 2360  
 2361  
 2362  
 2363  
 2364  
 2365  
 2366  
 2367  
 2368  
 2369  
 2370  
 2371  
 2372  
 2373  
 2374  
 2375  
 2376  
 2377  
 2378  
 2379  
 2380  
 2381  
 2382  
 2383  
 2384  
 2385  
 2386  
 2387  
 2388  
 2389  
 2390  
 2391  
 2392  
 2393  
 2394  
 2395  
 2396  
 2397  
 2398  
 2399  
 2400  
 2401  
 2402  
 2403  
 2404  
 2405  
 2406  
 2407  
 2408  
 2409  
 2410  
 2411  
 2412  
 2413  
 2414  
 2415  
 2416  
 2417  
 2418  
 2419  
 2420  
 2421  
 2422  
 2423  
 2424

**POWER ENGINEERING  
AND SURVEYING, LLC**  
OFFICE: 1000 N. UNIVERSITY  
SUITE 414  
ANN ARBOR, MI 48106  
TEL: 734.769.1234  
FAX: 734.769.1235

There are no attachments to this post, your request is  
 being handled by the following offices:  
 Mr. J. K. Hill (4546) and 15433-01 and DA  
 Mr. Brown, at the County Training Agency

Continued by 15433-01

203

James M. Hill


DA 15433-01

000261 FEB 1956



**THE SETTLEMENT ON WOODS ROAD LLC  
FIRST AMENDED DECLARATION OF RESTRICTION AND COVENANTS**

THE LAND SUBJECT TO THIS DECLARATION OF RESTRICTION AND COVENANTS IS THE SETTLEMENT ON WOODS ROAD SUBDIVISION, A SUBDIVISION OF LANDS IN THE CITY OF MUSKEGO, WAUKESHA COUNTY, STATE OF WISCONSIN. THIS DOCUMENT SUPERSEDES THE DECLARATION OF RESTRICTIONS AND COVENANTS RECORDED FEBRUARY 19, 2004 IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY AS DOCUMENT NUMBER 3129699 DRAFTED BY: SEAN O'CONNOR, AS MEMBER OF THE SETTLEMENT ON WOODS ROAD LLC, 2140 WEST DEAN ROAD, RIVER HILLS, WISCONSIN 53217.

<b>FIRST AMENDED DECLARATION OF RESTRICTION AND COVENANTS FOR THE SETTLEMENT ON WOODS ROAD LLC</b>		<b>001429 AUG 3 2006</b>
 WC3302327-019	<b>3302327</b>	
	REGISTER'S OFFICE WAUKESHA COUNTY, WI RECORDED ON 08-03-2006 11:51 AM MICHAEL J. HASSLINGER REGISTER OF DEEDS REC. FEE: 40.00 REC. FEE-CD: 5.00 REC. FEE-ST: 2.00 TRAN. FEE: TRAN. FEE-STATE: PAGES: 19	
<b>Recording Area</b>		
Name and Return Address THE SETTLEMENT ON WOODS ROAD, LLC 2140 WEST DEAN ROAD RIVER HILLS, WI 53217		
Parcel Identification Number (PIN) <i>147/19</i>		

THE SETTLEMENT being a part of the Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4) and the Northwest quarter (NW 1/4) of the Northeast quarter (NE 1/4) of Section 20, Town 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin.

This information must be completed by submitter: document title, name and return address, and PIN, (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document  
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee.

W192584-WK3302327

04/26/2006 11:29 AM 1 of 19

001430 AUG 30

*Please Return to:*  
The Settlement on Woods Road  
LLC  
2140 WEST DEAN ROAD  
RIVER HILLS, WI 53217.

**THE SETTLEMENT ON WOODS ROAD LLC  
FIRST AMENDED DECLARATION OF RESTRICTION AND  
COVENANTS**

THE LAND SUBJECT TO THIS DECLARATION OF RESTRICTION AND COVENANTS IS THE SETTLEMENT ON WOODS ROAD SUBDIVISION, A SUBDIVISION OF LANDS IN THE CITY OF MUSKEGO, WAUKESHA COUNTY, STATE OF WISCONSIN. THIS DOCUMENT SUPERSEDES THE DECLARATION OF RESTRICTIONS AND COVENANTS RECORDED FEBRUARY 19, 2004 IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY AS DOCUMENT NUMBER 3129699 DRAFTED BY: SEAN O'CONNOR, AS MEMBER OF THE SETTLEMENT ON WOODS ROAD LLC, 2140 WEST DEAN ROAD, RIVER HILLS, WISCONSIN 53217.



001431 AUG 13 10

DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
THE SETTLEMENT ON WOODS ROAD SUBDIVISION

NOTICE TO PROSPECTIVE LANDOWNERS  
OF  
THE SETTLEMENT ON WOODS ROAD SUBDIVISION

PLEASE TAKE NOTICE THAT THE SETTLEMENT ON WOODS ROAD SUBDIVISION IS SUBJECT TO MANY SPECIAL RESTRICTIONS AND COVENANTS. THESE RESTRICTIONS AND COVENANTS ARE INTENDED TO PRESERVE THE NATURAL BEAUTY AND RESOURCES OF THIS SUBDIVISION AND TO PRESERVE THE VALUE OF THE LAND FOR BOTH INDIVIDUAL LANDOWNERS AND THE SURROUNDING CITY AND COUNTY.

PLEASE READ THESE RESTRICTIONS AND COVENANTS CAREFULLY AS THEY INCLUDE LIMITATIONS ON THE USE OF YOUR LAND. SOME OF THESE LIMITATIONS INCLUDE:

1. The Settlement on Woods Road includes a variety of stormwater management facilities. These facilities are either common space owned by a fractional interest by all Lot Owners were easements granted for the benefit of the homeowners association and the lot owners. The cost of maintaining these features will become common expenses all the homeowners association and the lot owners.
2. The Settlement on Woods Road includes permanent common open space, other common landscape features, and landscaped buffer is for the benefit of all lot owners. The cost of maintaining the open space, common landscape features, and landscaped buffers will be common expenses of the homeowners association and the lot owners. Pond accessed from the permanent common open space for boating purposes, fishing, ice skating, etc. is strictly prohibited.
3. This subdivision is served by municipal sewer and water. Private wells are not to be installed by individual lot owners.

This declaration is made and executed so as to be effective the 2<sup>nd</sup> <sup>August</sup> of July 2005, notwithstanding the date of actual execution by The Settlement On Woods Road LLC ("developer"). This First Amended Declaration of Restrictions and Covenants supersedes the Declaration of Restrictions and Covenants recorded February 19, 2004 in the office of the Register of Deeds for Waukesha County as Document number 33129699 pages 000246 to 000262.

WHEREAS, Developer owns lots which have been platted as The Settlement On Woods Road subdivision located in the City of Muskego ("city") consisting of 59 platted lots ("Lots") and seven out lots; and

WHEREAS, Developer desires to subject the lots to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision and for the benefit of the lot owners in the subdivision;

NOW, THEREFORE, Developer hereby declares that the real property (except for dedicated streets and utilities), hereinafter described shall be used, held, transferred, sold and conveyed subject to the terms, provisions and conditions herein set forth, which shall inure to the benefit of and passed with said property and each and every parcel thereof as covenants running with the land and shall apply to and bind all successors in interest, users and owners thereof.

004432 AUG-3 2006

DEFINITIONS PURPOSE AND USE RESTRICTIONS1.01 DEFINITIONS

(a) "Association" shall mean THE SETTLEMENT ON WOODS ROAD HOMEOWNERS ASSOCIATION, an association which will be created under this Declaration.

(b) "Developer" shall mean THE SETTLEMENT ON WOODS ROAD LLC, as well as any Successor-Developer. For purposes of granting any consent or approvals required under this declaration, including under Article 2 hereof, any officer of The O'Connor Co. Inc., shall have the authority to grant said consents and approvals.

(c) "Family" shall mean one or more persons related by bond, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or groups of persons were three or more are not so related or engaged is household employees.

(d) "Home" shall mean a residential building designed and used as a dwelling for one family (which shall not include any attached garage).

(e) "Lot" shall mean a platted lot within the subdivision identifiable by reference to a name and lot number, in which is part lands expressly made subject to this declaration.

(f) "Lot Owner", "Lot Owners", or "Co-Owners" shall mean the holders of a legal or equitable ownership interest in fee simple record title to a lot, regardless of the type of tenancy or estate and shall include land contract vendee's and vendors, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

(g) "Property" shall include a lot and all improvements thereon.

(h) "Section" shall mean all those provisions within unnumbered heading of this Declaration.

(i) "Structure" and "improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent and character or intended use; building, outbuilding, shed, booth, garage or aboveground storage facility; exterior lighting or electric fixture, antenna, tower, pole or bug control device, dish or other device, freestanding or attached, for the transmission or reception of electronic signals; trellises or arbors; fans, retaining or other wall, foundation; or above ground or in-ground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo, tree house or other exterior play equipment; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located entirely within the exterior perimeter walls of the single-family home constructed on the lot. Use of the phrase "structure or improvement" or any other such words shall not imply different meanings for such terms.

(j) "Subdivision" shall mean the lands identified on the subdivision plat.

(k) "Successor-Developer" shall mean any person, corporation, partnership or other entity to which the Developer expressly or by operation of law transfers his rights and obligations hereunder, or any successor to the developer by operation of law.

(l) "Common Areas" shall mean any area within the land which is not located within a plat for were dedicated right-of-way, which "Common Areas" shall include, without limitation, all platted outlots.

(m) "DNR" shall mean the Wisconsin Department of Natural Resources.

(n) "City" shall mean the city of Moskego, Waukesha County, Wisconsin.

001433 AUG 3 2006

(o) "Board" shall mean the Board of Directors of the Association.

#### 1.02 GENERAL PURPOSE

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential area and in furtherance of such purpose; to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of the open spaces in common areas; to help assure the best use and most appropriate development and improvement of each lot; to protect owners of lots against use of surrounding lots which may detract from the residential value or enjoyment of their property; to guard against the erection or maintenance of garish or poorly designed or proportion structures; to obtain a harmonious and as aesthetically pleasing blend of materials, structures and color schemes; to ensure a residential development of the subdivision consistent with the highest the next standards and the purposes for which each such lot is platted; to encourage and secure the erection of attractive improvements which may adversely affect the aesthetic appearance of a lot were surrounding area; two ensure a proper and consistent setback of structures and buildings for aesthetic appearance and to avoid blockage of views for other properties; to secure and maintain a proper spatial relationship of buildings, structures and other improvements; and otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

#### 1.03 SINGLE FAMILY USE: GENERAL RESTRICTIONS

(a) each lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone or computer. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of all homicide as a place of residence and limited recreation. Notwithstanding the foregoing, the Developer or any builders approved by the Developer shall have the right to construct model homes which may be used as temporary sales offices.

(b) Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living were sleeping for family our guests.

(c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained the developer or association may perform yard maintenance and charge the cost thereof to the lot owner and levy an assessment against the Lot with respect thereto.

(d) No lot shall be used in whole or in part for conducting any unlawful activity were for any unlawful purpose. NO noxious odors or loud noises shall be permitted to escape from any home or lot nor shall any activity be permitted were engaged in which constitutes a public or private nuisance.

#### 1.04 RESTRICTIONS ON USE OF VEHICLES

Automobiles, trucks, motorcycles, bicycles and all other vehicles, including recreational vehicles which shall include snowmobiles, boats and other watercraft, trail bikes, travel trailers and vans, motor homes in Dune buggies and all other off street motorized vehicles of any kind shall not be parked, kept or stored on any lot outside an enclosed garage without the prior written approval of the developer (which may be withheld in its sole and absolute discretion including aesthetic appearances), except for temporary storage for loading and unloading purposes of not more than 48 hours. Recreational vehicles, busses, trucks, etc. shall also not be used or operated on any lot, the common areas or otherwise within the subdivision, except on dedicated streets in accordance with applicable traffic laws. No Recreational vehicles, busses, trucks, or cars may be left on subdivision streets for more than 48 hours, without written approval of the Developer or the Association Board.

#### 1.05 ANIMALS AND PETS

No livestock, poultry, reptile or other animal of any kind shall be raised, bred work kept on any lot except that dogs, cats and other normal household pets (as may be approved by the developer from time to time)

001434 AUG 23 2006

may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner, or which may be contrary to applicable law. The right of any Lot Owner keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. No exterior pet kennels or related structures or enclosures shall be permitted at any time.

#### 1.06 GARBAGE AND REFUSE

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for his temporary storage in sanitary covered containers located in an enclosed garage. No trash containers shall be stored outdoors. There shall be no burning or burial of any garbage, trash or debris at any time other than or burning of leaves and light brush if approved by of the Developer, and conducted in compliance with all applicable laws and ordinances.

#### 1.07 ESTABLISHMENT OF COMMON AREAS AND FACILITIES

(a) The Developer hereby declares all of the "Common Areas" shall be reserved for the benefit of all Lot Owners of the subdivision for the proposed intended, including without limitation, the perpetual maintenance, repair and replacement of the common facilities located therein. The term "Common Areas" shall mean all Outlots, the Boulevard area in the right of way all of Settlement Court and the landscape drainage easements throughout the Subdivision.

(b) Developer hereby declares that all the following facilities and improvements shall be known and identified therein as "Common Areas" as in to the extent installed and constructed by Developer in its sole discretion:

1. The storm water detention ponds and all associated storm sewer lines, out. Sure is, rip rap and other improvements in facilities located in the Common Areas for storage and management of storm and surface waters.

2. All monuments, decorative structures, signage intended for permanent location, landscaping, fences and other structures and improvements located within the entry boulevard.

(c) The Association (and all Lot Owners prior to formation of the Association) shall be responsible for all costs and expenses associated with the maintenance, operation, repair, and replacement of the Common Facilities. Until such time as the Association is formed, the Developer shall be responsible for arranging for said operation, maintenance and repairs, subject to reimbursement from all Lot Owners as provided under section 1.100 hereof.

(d) The Developer shall have the right at any time following formation of the Association to convey or otherwise transfer to the Association, without cost, all or any portion of the Common Areas, and the Association shall except title to the same and assume responsibility for the management and maintenance thereof in the Common Facilities as provided herein.

#### 1.08 USE OF COMMON AREAS

(a) All of the Common Facilities shall be used in maintained (including all necessary repairs and replacements thereto) for their intended purpose (e.g., storm water management permanent signage decorative landscaping, lighting, etc.). use of the common areas generally limited to the Lot Owners and their accompanied guests.

(b) Except in respect to the Common Facility, the Common Areas shall be used exclusively for environmental preservation, green space passive recreational uses such as nature viewing.

(c) There shall be no driving of all terrain vehicles (ATV) on common areas, no grading, excavation or removal of vegetation in the common areas, except for the removal of diseased or dead trees or grasses, sedges, or jutes, etc. as specifically permitted therein to maintain each properly.

(d) There shall be no signage in the Common Areas, except as erected by Developer, or except as permitted in writing to builders marketing newly constructed homes. No signs shall be permitted for the

001435 AUG-3 2006

resale of existing homes except as the City of Muskego ordinance allows..

- (e) Holiday and party decorations shall be removed within a timely fashion by rule and regulation as the Association sees fit from time to time.
- (f) Dead and diseased plants, as well as weeds listed by the City of Muskego must be removed from all Lots within 60 days.
- (g) The Association has the right, *but not the obligation*, to enforce the City of Muskego Ordinances.

#### 1.09 RELOCATED HOMES

No Home shall consist of and there shall not be permitted upon any Lot, any dwelling unit which is constructed or occupied outside the Subdivision and thereafter sought to be moved into this Subdivision. This Section 1.09, however, shall not apply to manufactured, penalized, or modular homes which are installed or assembled on site using factory new components and materials; provided said structures are otherwise in conformance with this Declaration.

#### 1.10 PROPORTIONATE RESPONSIBILITY

Upon acceptance of title to any Lot the Owner(s) of such lot shall be responsible for an annual assessment related to the maintenance and upkeep of the Common Areas and Common Facilities and may be subject to additional assessments to the extent authorized under Article 3 thereof. General Assessments shall be allowed to each lot on a fractional basis, the numerator of which is one (1) and the denominator of which is fifty-nine (59).

#### 1.11 WETLAND AREAS

Portion of Lots consisting of wetlands (as shown on the wetland delineation map on file with the Developer and the Village and the final plat recorded at the County Register of Deeds) shall not be filled, graded or disturbed in any way except with the prior written approval of the City, the Developer and the DNR.

#### 1.12 OUTSIDE STORAGE

No portion of any lot shall be used for the outside storage of any items of personal property, including without limitation, cars, trucks, recreational vehicles, water craft motorized or not, all terrain vehicles, snow mobiles and other vehicles, equipment, furniture, firewood, trash containers, tools or ladders, except patio furniture which is located outdoors between April 15 and October 31 of each year.

#### 1.13 ENVIRONMENTAL REGULATIONS

All grading, excavation, filling in any other construction activities shall be in strict conformance with the permit dated May 28, 2003 issued by the DNR under Chapter 30 of the Wisconsin Statutes, and any amendments thereto (the "Chapter 30 Permit"), together with all federal, state and local laws, regulations, ordinances or administrative orders in respect to the protection all of waterways, wetlands and other environmental areas (together as "Environmental Regulations"). Each Lot Owner shall be obligated to identify, defend and hold harmless the Developer, its members, contractors, agents and consultants against any violation of Environmental Regulations caused by said Lot Owner, its agents, contractors, or employees.

#### 1.14 CONSTRUCTION DAMAGE

Each Lot Owner shall be responsible for any damage to any other lots, the common areas, the, Common Facilities, or any improvements of the Developer is obligated to construct or install under contract with the local governmental unit, caused by said Lot Owner, its agents, employees, or contractors, including without



001436 AUG 13 PM

limitation, ruts from vehicles or equipment, destruction of vegetation or the depositing of fill or construction refuse. Such damage shall be fully restored or cleaned up, as applicable, within ten (10) days following the written notice from the Developer. Upon failure to satisfy such requirement, or at Developer's option without advance notice, the developer shall have the right to arrange for said restoration or clean up and the cost thereof, together with interest therein at the Default Rate accruing from the date incurred, shall be reimbursed by the Lot Owner, if not so reimbursed, shall constitute a special assessment against any Lot. Any such damage shall be presumed to be caused by the Owner of the Lot under construction located nearest to said damage, said Lot Owner having the burden of proving the damage was caused by another party who shall be specifically identified to the Developer.

#### CONSTRUCTION OF IMPROVEMENTS

##### 2.01 MINIMUM LIVING AREA, HEIGHT REQUIREMENTS, AND GARAGES/DRIVEWAYS

(a) All Lots in The Settlement on Woods Road are restricted to the erection of a single family residence with attached side entry garage whenever possible as reviewed by the Architectural Control Committee (ACC). Under certain circumstances, the ACC for the subdivision shall have the sole and absolute discretion to allow front entry garages based upon aesthetic, set back and practicality issues. The ACC may allow up to ten percent less total square feet of living area for superior design. No business may be conducted from any lot other than home occupations permitted by the City Code of Ordinances provided, however, that no home occupation shall generate unreasonable traffic or non-resident employees.

Each Home shall have a minimum living area (exclusive all the basement, attic, garage, porch is, patios and storage areas) sees as set forth below:

1. The minimum size of a one-story residence shall be 2,200 square feet on first floor.
  2. A story and a half residence is discouraged due to the level nature of the subdivision, but if considered would have to have a minimum of 2,500 square feet with a minimum of 1,400 on the first floor.
  3. A two-story residence shall have a minimum of 2,500 square feet with a minimum of 1,400 on the first floor.
  4. All submittals of house plans must be in triplicate; must be completed detailed construction drawings done by a licensed architect or competent design drafter. Furthermore all surveys must be in triplicate by a licensed surveyor. Initial hardscape and landscape elements that are anticipated for screening, along sidewalk, foundation plantings, pools with decorative metal fencing, spas, accent or any other fencing, trees and shrubs, etc., must be submitted in triplicate along with the construction drawings and survey to be a completed submittal. No partial or "conceptual" submittals will be accepted nor commented upon. Notice of the completed submittal will be given the lot owner within one month of receipt of the complete submittal. Landscape plans change as owners change. Each alteration to any Lot must have submitted in triplicate the detailed changes that are to be made for the ACC to stamp and approve within a reasonable amount of time but not to exceed one month of receipt of the complete submittal.
- (b) No Home shall exceed three stories (excluding the basement) or 35 feet in height above finish grade, whichever is less.
- (c) The roof of all Homes shall be pitched to rise at least eight (8) inch is vertically for each twelve (12) horizontal inches, but in any event in proper proportion to the home. Exceptions may be granted in Developer's sole and absolute discretion to maintain the architectural integrity of the Home style desired by the Lot Owner.
- (d) An enclosed and attached garage (for at least two and a half (2 1/2) and not more than three and one half (3.5) cars) shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home. Cautioned: all three (3) and three and one half (3.5) garages will be subject to strict architectural scrutiny to insure proper scale and proportion to the

001437 AUG 23 08

Home and may be denied for such in any other reasons permitted herein, including general aesthetics. The relationship of adjacent garages and positioning of garage doors shall be considered at the time of construction.

(e) Each home shall have the basement with a usable floor area (exclusive of crawl space) of not less than 60% of the first floor.

#### 2.02 SUITABILITY

(a) Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any lot. Developer recommends that prospective buyers have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern to prospective Lot Buyer.

(b) Developer suggests, but does not require, that buyers utilize a properly licensed architect in any construction.

#### 2.03 LOCATION AND SETBACK

(a) All structures or improvements (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located in conformance with applicable zoning and building codes.

(b) Approval by the City with respect to setbacks or other matters shall not be binding on the Developer or the Association in any respect.

(c) Notwithstanding the setback requirement specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the lot, must be approved in writing by the Developer prior to any construction, it being intended that the Developer may, be asked by the Lot Owner for a greater setback, or in its sole discretion, impose greater setback requirements than those permitted under city ordinances in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Developer or the Developer deems advisable. Additionally, the approval of the exact location of the Home by the Developer may be for the purpose of ensuring a proper and consistent setback of structures and buildings and to avoid blockage and views of other properties.

(d) Each Lot Owner acknowledges and agrees that notwithstanding the reviews and the approvals made a required under this Declaration, each Lot Owner has the responsibility for selecting and hiring its own architect or other design professional, construction contractor, subcontractors, material suppliers, inspection professionals and parties associated with the designed and construction of the applicable Home, and the Developer shall have no responsibility whatsoever for such parties, for the quality or suitability of any designed, materials, workmanship or foundation location, it being understood that the function of the Developer pursuant to the reviews and approvals required hereunder is solely to attempt to insure compliance with the covenants and restrictions of this Declaration, and that no Lot Owner shall be entitled to rely upon any such reviews and approvals other than as expressly provided under section 2.05 (e).

#### 2.04 ARCHITECTURAL STYLES AND BUILDING MATERIALS

(a) Traditional architectural styles the seventeenth, eighteenth, nineteenth and twentieth centuries are encouraged. These include Traditional American Architectural Styles such as: Tutor, Wright Prairie style, Salt Box, Colonial, Federal, Greek Revival, Craftsman, and Victorians. It is expected that the design of each house be consistent and unified in that building materials appropriate for that design be used. All Homes should reflect the aesthetics and spirit of the traditions they seek to exemplify.

(b) All exterior building materials shall be natural materials, excluding shutters, and windows. The Developer shall have the right to permit synthetic materials (not including vinyl or aluminum) which are

001438 AUG 23 2006

substantially similar in appearance and texture to natural materials. Minimum roof pitch as stated in 2.01 (b) shall be required. Placement of garage doors on the side elevation of Homes is encouraged and may be required. Primary exterior materials shall be consistent on all elevations. All fireplace chimneys located on the exterior elevation of any home shall be enclosed in a brick, stone or otherwise suitable masonry materials compatible with the building materials of the Home. Roof materials shall consist of dimensional asphalt shingles, cedar shakes, and slate, or cement products that resembles slate, tile, or shakes.

(c) the following materials are not permitted: vinyl, aluminum, steel siding or facial materials; or standard asphalt shingles.

(d) All future additions and renovations that occur after original approval by the Developer shall require architectural approval in the same manner as the initial Home. All additions and renovations shall be compatible in height, massing, and style with the originally approved structure. Identical or substantially similar building materials shall be used on additions or renovations.

#### 2.05 ARCHITECTURAL CONTROL

(a) The Developer shall, subject to any specific assignment by Developer, have the sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to grant variances there from, as set forth in this Declaration. The Developer shall retain such right in authority until Developer no longer holds title to any lands in the subdivision as shown on the plat recorded at the County of Waukesha, Register of Deeds. Thereafter, the Association acting through the Board shall have the authority to grant the approvals required in this section 2.05 and upon such event, the term "developer" is used in this section 2.05 shall mean the board; provided, however, that the Developer shall at all times retained authority over architectural review over each Lots until a Home is erected thereon.

(b) No Home, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, elevation, color or material composition) without: (1) prior submission of detailed plans, specifications and other required application materials to the Developer for its review; and (2) acquisition of prior written approval by the Developer with respect thereto. Plans to be considered appropriate for a fee by the Developer must include the following (unless the Developer advises the Lot Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a home, garage or addition were changed to either) drawn to scale and showing all dimensions, composition in color on the exterior materials and equipment, if any; and a plot plan to scale showing the location of the improvement with respect to setbacks from Lot lines and other buildings and improvements, finish grade elevations, topography, drives, sidewalks, patios, existing plantings and other data pertinent to such review by the Developer as it may reasonably request. A landscape plan, in triplicate, basic or elaborate, must be presented with the construction drawings in triplicate, and the survey plot plan in triplicate. All items must be in triplicate and mailed to Developer, folded in four on paper not to exceed 18" x 24" at a standard architectural scale. The Developer may deny or withhold approval of any proposed improvement based upon any one or more of the following factors in the Developer's sole judgment; any one or more of the general purposes specified in section 1.02 will not be satisfied: material composition or quality; exterior design, appearance or color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings; setbacks; finish grade elevations; access; drainage or landscaping; in general aesthetics. The Developer's judgment as to all matters of aesthetic appearance, designed and compatibility shall be final and not subject to challenge or appeal. **ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE DEVELOPER SHALL BE REQUIRED TO REMOVE SUCH IMPROVEMENT (OR RESTORE SUCH ALTERATION) IN ITS ENTIRETY AT THE LOT OWNER'S AT EXPENSE.** Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a home, garage or other improvement may not be changed in any respect without the prior written approval of the Developer. The Developer shall further have the right to establish additional procedures to ensure compliance with this

00:1439 AUG-3 2006

## Article 2.

(c) Construction of all Homes shall be in conformance with the established grade unless at the Developers sole and absolute discretion is allowed to be altered and then must be approved by the City of Muskego.

(d) Upon written approval of the plans for the proposed improvement in upon receipt any necessary city or other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be substantially completed within twelve (12) months following either acquisition of all Developer approval or issuance of any required building permit by the City, whichever is later. The Developer may, in its discretion, extend such completion deadline up to an additional six (6) months in the event the delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors. For its own benefits to ensure compliance, the Developer may, at its discretion, require performance bonds from the contractors responsible for construction of the improvements.

(e) In the event the Developer fails to act upon proposed plans within 30 days following written acknowledgment by the Developer that it has received such plans and that they are adequate and complete for purposes of its review or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one (1) year following final completion thereof, no right shall exist to thereafter enforce these restrictions in so far as approval by the Developer is required as to such particular matter.

(f) Any approval or permission by the Developer on to this Section, to be binding or effective, **MUST BE IN WRITING** signed by an authorized representative. No oral statements, representations or approvals of the Developer or any of its members or agents shall be binding on the Developer under any circumstances, regardless of any reliance thereon by any Lot Owner.

(g) Within 90 days following construction or installation of any improvement, the Lot Owner shall, upon written request of Developer furnish and as build certified survey showing location of the improvement.

(h) Except to the extent necessary for the construction of exposed basement windows no portion of any Home located above grade level shall be covered with ground soil or similar materials.

**2.06 LANDSCAPING MANDATORY TREES, GRADING AND DRAINAGE**

(a) Landscaping plans, showing trees, bushes, planting beds, walkways, ornamental fences, arbors and other features must be submitted in triplicate for approval in conjunction with building plans.

(b) At a minimum, landscaping shall include foundation plantings located along the elevations of the building facing a public street, and sided are seeded lawns on all four (4) sides of the Home. The landscaping shall be installed within six (6) months following issuance of an occupancy permit for the Home, or if said permit is granted after August 31, then prior to June 1 of the following year.

(c) All landscaping (including permanent lawns) shall be performed in accordance with the plan approved by the Developer and shall be completed within six (6) months following the issuance of the occupancy permit for the Home, or if said permit was granted after August 31, said completion shall be done on or prior to June 1 of the following year.

(d) All grading and excavation activities shall be conducted in conformance with the then most current version of the Wisconsin Construction Site Handbook, published by the DNR. Except as may be expressly approved in writing by the Developer prior to the commencement of any work, there shall be no grading, excavation, cuts and fill work or other alteration to the surface of any portion of lot (together "Surface Alterations"). All Surface Alterations shall be conducted in conformance with the master grading plan for the Subdivision parentheses on file with the City or with the gap Developer's engineer. No Surface Alterations shall be conducted in a manner which causes erosion or instability of soils within an adjacent Lot or alters the patterns of storm and surface water drainage in a manner which he has a material adverse effect on another Lot or the Common Areas. The Owner proposing the work shall have the burden of

001440 AUG-3 18

demonstrating conformance with the foregoing. No consent shall be deemed given hereunder except in reference to a detailed grading plan specifically disclosing all aspects of the work for which approval is requested.

(e) No fence, wall, shed, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Developer under Section 2.05. Fencing shall be decorative and architecturally compatible with the architecture of the structure, (no privacy or security fencing). In general, fencing will be discouraged other than for protection of swimming pools. No swimming pools shall be installed above the surface grade and all pools must be approved by the Developer or the Association...

(f) Except for its specific landscaped areas and wetlands, all front, side and rear yards shall be maintained as clipped lawns.

(g) Prior to commencement of home construction, the Lot shall at all times be free of soil erosion and fully and completely stabilized with turf (which during the mowing season shall be regularly mowed) and kept in a clean and slightly condition. In the event of any failure to comply with any of the foregoing, then the Developer or the Association (or contractors engaged by them) shall have of the right to enter the Lot and conduct such repairs or maintenance as required above, and the cost thereof shall become a special assessment against the Lot under Article 3 of the Declaration.

#### 2.07 DRIVEWAY

Each Lot shall be improved by the Lot Owner with an asphalt, brick, paver, or concrete driveway extending from the driveway approach to the garage within six months following issuance of an occupancy permit for the Home, or if said permit is granted after August 31, and said completion shall be achieved prior to June 1 of the following year. A plot plan, in triplicate, showing the location of the driveway and the sidewalk to the front door shall be submitted to the Developer for its prior approval under section 2.05 above.

#### 2.08 CONSTRUCTION MATERIALS - STORAGE

No building or construction materials shall be stored on any Lot outside of the Home or garage other than during periods of actual construction were remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Developer, unless required for backfilling, finished grading, or landscaping.

#### 2.09 WATER SUPPLY

Each home shall be connected to the municipal city water system and no individual wells shall be permitted. The Association can seek approval and install a landscape maintenance well should it desire.

#### 2.10 SEWERAGE DISPOSAL

Each home shall be connected to the city municipal water system and no septic tank or other individuals sewerage system shall be issued or permitted.

#### 2.11 WIRES, ANTENNA, AND SOLAR PANELS; SURVEY MARKERS

(a) All utility lines and wiring for gas, electric, telephone and cable television service to a Home garage or other improvement shall be installed underground, unless otherwise permitted by the Developer in writing prior to installation. No Lot Owner shall remove alter or disturbed any monuments or survey markers, or install any improvement or vegetation that obstructs vision between the corner points of any lot.

(b) No roof-top, Tower-mounted or other external antenna were satellite dish for television or radio reception were transmission (except dishes having a diameter not to exceed 18 inches and not visible from the front of the Home), or for other electronic transmission or reception or solar heating panels shall be erected or used in the Subdivision.

#### 2.12 SIGNS

Except for Developer (and it's written designees) relating to the marketing of the Subdivision or any homes therein, those signing or banner of any kind shall be placed were displayed to public view on any Lot,



001441 AUG 13 2006

except: (1) one signed of not more than six square feet advertising the Property for sale; and (2) one standard sign (showing that Lot Owner's name) as may be approved by the Developer for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision.

#### 2.13 OUTBUILDINGS; WASHLINES

No wash lines, shed, detached garage or other enclosed structures or outbuildings are permitted on any Lot.

#### 2.14 MAILBOXES AND YARDLIGHTS

(a) Each Lot Owner shall be obligated at its expense, to purchase from developer and installed within six months following the issuance of an occupancy permit for the Home a yardpost with attached light fixture of the design determined by Developer, which shall be connected to an underground power source and operated automatically by a photoelectric cell.

(b) Each Lot Owner shall be obligated at its expense to purchase from Developer a freestanding mail/newspaper box of a design determined by Developer which will be installed by Developer

(c) The yard post/light and mail/newspaper box shall at all times during the term of the declaration, be maintained in good condition and repair (including bulb replacement) and when necessary shall be replaced by the Lot Owner at its expense with an identical or most comparable structure then available.

#### 2.15 PLAY STRUCTURES

No swing set, jungle gym, slide, wading pool or any other children's play structure were facility shall be permitted on any Lot except those constructed exclusively of cedar or other hardwood stained a natural earth tone, and then only with Developer's prior written consent.

### THE ASSOCIATION

#### 3.01 CREATION

(a) The Developer has established a nonprofit homeowners association known as "THE SETTLEMENT ON WOODS ROAD HOMEOWNERS ASSOCIATION" for the sole purpose and exclusive purpose of excepting assuming all the rights, powers, privileges and obligations expressly provided herein.

(b) The affairs of the Association shall be governed by the Board of Directors of the Association (the "Board"), as set forth under section 3.05, below. The Developer may elect to cause the Association to be an unincorporated or a non-stock, not for Profit Corporation formed under Chapter 181 of the Wisconsin Statutes. Until such time as the Association is turned over to the lot owners, while the Developer owns any lots or no lots at all, the Developer in its sole and absolute discretion, shall have the rights and powers of the Association as provided under Article 3 hereof, until Developer chooses to turn those responsibilities over to the Lot Owners through the first election of a Board consisting of Lot Owners.

#### 3.02 MEMBERSHIP

(a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership, with ownership of a Lot being the sole qualification for membership. The membership in the Association shall be owned jointly and severally by all co-Owners of the Lot, regardless of the form of tenancy, the state, or interest in the Lot. There shall be one (1) vote per Lot regardless of the number of Lot Owners.

(b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned,



001442 AUG-3-06

conveyed or transferred in any way except upon transfer all of an ownership interest in the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

(c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership in one vote for each Lot owned by the Developer.

### 3.03 VOTING

The vote appurtenant to each Lot shall be cast as whole (in person or by proxy) by the Lot Owner or any co-Owner. Fractional votes will not be allowed; and if co-Owners of a lot do not agree and how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any co-Owner of a Lot or the proxy of any such co-Owner as duly authorized to vote for all co-Owners of that Lot. A quorum for voting purposes shall consist of thirty percent (30%) or more of the votes entitled to be cast. There shall be no cumulative voting for election of Board members or on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast. At the time of purchase of home or lot each Lot Owner at that time shall inform the Board what the name is of the person who shall vote for that Lot.

### 3.04 ASSOCIATION MEETINGS

(a) The annual meeting of the Association shall be held each year for the purpose of electing members of the board subject to (section 3.05) and transacting any other business authorized the transacted by the Association. The Board shall select the specified date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner. Each Lot Owner at that time shall inform the Board what the name is of the person who shall vote for that Lot.

(b) Written notice of all meetings of the Association stating that time, place, and purpose for which the meeting is called shall be given to each Lot Owner not less than four (4) days nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

### 3.05 MANAGEMENT OF ASSOCIATION BY THE BOARD

(a) The Association in its business, activities and affairs shall be managed by the Board. The initial Board shall be appointed by the Developer, and are Sean O'Connor and Kevin O'Connor with a third yet to be appointed, and shall serve until the first meeting of the Association after it is turned over to the Lot Owners.

(b) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board on any matter. No person shall receive any payment for services rendered as a member of the camp board or the Committee or as an officer of the Association nor is a member of any committee unless specifically authorized by prior resolution of the Association. The Association may reimburse out-of-pocket expenses incurred by an officer, work committee member in the performance of his/her duties.

(c) Any two members of the board acting together are empowered to negotiate, execute and enter contracts, agreements and undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise any powers or obligations of the Association or the Board under this Declaration.

(d) No member of any board or committee or officer of the Association shall be liable to any Lot Owner or any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such board or committee member or officer, provided such person acted in good faith, with all willful or intentional misconduct.

001443 AUG 23 2008

3.06 LOT OWNER'S LACK BOTH AUTHORITY TO BIND ASSOCIATION

No Lot Owner (other than a member of the Board) shall have any authority to act for the Association or the Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts; negotiate instruments or other obligations or undertakings of any kind.

3.07 POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

(a) Without limitation, the association shall have the following rights and powers in addition to any others which may be necessary were incidental to performance of any duties were powers of the Association specified in this Declaration;

1. to levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners;
2. to enforce this Declaration;
3. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessment;
4. to enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to management of the Common Areas in Common Facilities;
5. to incur indebtedness on behalf of the Association, and, to execute drafts and other negotiable instruments; to accept loans of article for specific periods of time to enhance the subdivision;
6. to employ the services of any person, firm or corporation to maintain the Common Areas and Common Facilities were to construct, install, repair, replace or rebuild any improvements thereof;
7. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
8. to commence, prosecute, defend or be a part of any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;
9. to exercise all other powers necessary to maintain the Common Areas in Common Facilities for their intended purpose and operate the Association for the mutual use and enjoyment of all Lot Owners;
10. to accept title to an ownership of all Common Areas and to properly owned, operate, manage and maintain the same, including the common area facilities; and,
11. to assume the responsibilities of architectural review as provided under Section 2.05 (a).

(b) The Association shall have the following affirmative obligations;

1. to maintain the Common Areas in Common Facilities in good condition and repair and a clean and presentable condition, consistent with other first quality residential developments in Waukesha County including all necessary repairs and replacements;
2. to keep the Common Areas and all Boulevard areas free from refuse;
3. to cause landscaped turf areas within the Common Areas in all boulevard area to be mowed and maintained regularly between April 15 and October 15 of each year;
4. to carry out and satisfy the responsibility of architectural review as provided under Section 2.05 (a) in the manner intended by this Declaration;
5. The Developer and its members shall have the right to enforce the affirmative obligations above during the entire term of this Declaration.

3.08 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association of the proceeds of assessments shall be made against Lot Owners and their lots.

(b) "Special Assessments" may be made in levied by the Board against a particular Lot Owner and his/her or their lot (without Levy against other lots) for;

1. costs and expenses (anticipated or incurred) for repair of damage to the common area or common facilities caused by or at the direction of lot owner, the family or guests the lot owner, or any other party for whom a lot owner is responsible;

001444 AUG 23 2006

2. costs, expenses and actual attorney's fees incurred in or in anticipation of any suit or action or other proceeding to enforce this declaration against the lot owner;

3. interest due on General or Special assessments; and

4. all other costs and expenses anticipated or incurred by the association which are subject to special assessments as provided under this declaration.

(c) "General Assessments" may be made and levied by the board equally against each lot owner and his/her or their lot for the following common expenses which may be anticipated, incurred or paid by the Association for:

1. maintenance, repairs, upkeep or operation of the common areas or common facilities and any improvements where equipment related thereto as may be required by the Association;

2. any insurance maintained by the Association;

3. taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or any other property of the Association;

4. all costs and expenses for the operation and administration of the Association, including legal accounting and management fees and other costs incident to the exercise of its own powers and obligations;

5. all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of Special Assessment from that lot owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;

6. All damages, costs, expenses and attorneys fees incurred in, or in anticipation of any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

7. Costs and expenses of services, if any, made available to all lots;

8. A charge for the establishment or maintenance of a reserve account to pay for unanticipated or significant expenses for which the Association is responsible; and

9. All other costs and expenses declared to be common expenses under this Declaration. The General Assessments for any of the foregoing expenses shall be levied equally against each lot; pursuant to the provisions of Section 1.10.

15

### 3.09 AMENDMENT PROVISIONS FOR LOT OWNERS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendments, executed by the Lot Owners of lands having at least sixty (60) percent of the votes in the Subdivision's 59 Lot Owners, provided, however, that any such action must also be approved in writing by the Developer so long as it shall be a Lot Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County.

### 3.10 TERM AND BINDING EFFECT

This Declaration and any amendments shall be in force for a term of 30 years from the date of this

001445 AUG 23 2005

Declaration being recorded. Upon the expiration date of such initial 30 year term and/or any extended term as provided herein, this Declaration shall be automatically extended for a successive terms of 10 years each, unless prior to the end of the then-current time a Notice of Termination is executed by the City and the Lot Owners of at least 90% of all lots and their mortgagors and is recorded in the office of the Register of Deeds for Waukesha County. This Declaration shall be binding upon all owners and any other person claiming under or through Developer.

*IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions is executed by the Developer as of the date first written above.*

THE SETTLEMENT ON WOODS ROAD LLC

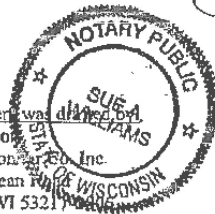
By: The O'Connor Co. Inc., Manager

By: [Signature]  
Sean O'Connor, President

STATE OF WISCONSIN )  
JSS  
COUNTY OF WAUKESHA )

Personally came before me this 2nd day of August, 2005 the above named Sean O'Connor, as the President of The O'Connor Co., Inc., the manager of The Settlement On Woods Road LLC and to me known to be the persons who executed the foregoing instrument and acknowledged the same in such capacities.

This instrument was acknowledged by  
Sean O'Connor  
C/o The O'Connor Co. Inc.  
2140 West Dean Road  
River Hills, WI 53211



[Signature]  
Susan A. Williams

Notary Public, State of Wisconsin  
My Commission: June 24, 2008

001446 AUG-30

## BALLOT

DECLARATION OF RESTRICTIONS AND COVENANTS FOR  
THE SETTLEMENT ON WOODS ROAD SUBDIVISIONNOTICE TO PROSPECTIVE LANDOWNERS OF  
THE SETTLEMENT ON WOODS ROAD SUBDIVISION

PLEASE TAKE NOTICE THAT THE SETTLEMENT ON WOODS ROAD SUBDIVISION IS  
SUBJECT TO MANY SPECIAL RESTRICTIONS AND COVENANTS. THESE RESTRICTIONS AND  
COVENANTS ARE INTENDED TO PRESERVE THE NATURAL BEAUTY AND RESOURCES OF  
THIS SUBDIVISION AND TO PRESERVE THE VALUE OF THE LAND FOR BOTH INDIVIDUAL  
LANDOWNERS AND THE SURROUNDING CITY AND COUNTY

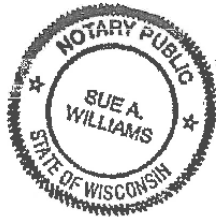
THE UNDERSIGNED, THE DESIGNATED VOTER BY PROXY AND  
OWNERSHIP OF MORE THAN 60% OF THE LOT OWNERS IN THE  
SETTLEMENT ON WOODS ROAD SUBDIVISION, CITY OF MUSKEGO,  
WISCONSIN, HEREBY APPOINTS SEAN O'CONNOR TO VOTE AND  
RECORD THE FIRST AMENDED DECLARATION OF RESTRICTION  
AND COVENANTS FOR THE SETTLEMENT ON WOODS ROAD  
SUBDIVISION APPROVED IN JULY 2005 BY THE CITY AND THE  
MAJORITY OF THE LOT OWNERS.

THE SETTLEMENT ON WOODS ROAD LLC Sean O'Connor  
Sean O'Connor - Member

Dated: Waukesha County 2nd DAY OF AUGUST 2005

STATE OF WISCONSIN )  
JSS  
COUNTY OF WAUKESHA )

Personally came before me this 2nd day of AUGUST, 2005 the above named Sean O'Connor as and to  
me known to be the person who executed the foregoing instrument and acknowledged the same in such  
capacities.



Sue A. Williams  
Notary Public, State of Wisconsin  
My Commission: June 29, 2008

001447 AUG 13 2005

## PROXY

DECLARATION OF RESTRICTIONS AND COVENANTS FOR  
THE SETTLEMENT ON WOODS ROAD SUBDIVISIONNOTICE TO PROSPECTIVE LANDOWNERS OF  
THE SETTLEMENT ON WOODS ROAD SUBDIVISION

PLEASE TAKE NOTICE THAT THE SETTLEMENT ON WOODS ROAD SUBDIVISION IS SUBJECT TO MANY SPECIAL RESTRICTIONS AND COVENANTS. THESE RESTRICTIONS AND COVENANTS ARE INTENDED TO PRESERVE THE NATURAL BEAUTY AND RESOURCES OF THIS SUBDIVISION AND TO PRESERVE THE VALUE OF THE LAND FOR BOTH INDIVIDUAL LANDOWNERS AND THE SURROUNDING CITY AND COUNTY

THE UNDERSIGNED, THE DESIGNATED VOTER FOR ELEVEN LOTS SIX (6), THIRTEEN (13), SIXTEEN (16), THIRTY (30), THIRTYFOUR (34), THIRTYSEVEN (37), FORTY (40), FORTY TWO(42), FORTYFOUR (44), LOT FORTYSIX (46), FORTYONE (48) IN THE SETTLEMENT ON WOODS ROAD SUBDIVISION HEREBY APPOINTS SEAN O'CONNOR TO VOTE AND ACT WITH RESPECT TO ALL THE POWERS THE UNDERSIGNED WOULD POSSESS SPECIFICALLY TO RATIFY THE FIRST AMENDED DECLARATION OF RESTRICTION AND COVENANTS FOR THE SETTLEMENT ON WOODS ROAD SUBDIVISION

Owner *Kevin O'Connor*  
O'CONNOR CONSTRUCTION LLC KEVIN O'CONNOR

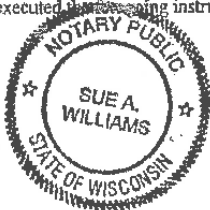
Owner *Sean O'Connor*  
O'CONNOR CONSTRUCTION LLC SEAN O'CONNOR

Designated voter for ALL 11 LOTS *Sean O'Connor*

Dated: Waukesha County 2 DAY OF August 2005

STATE OF WISCONSIN )  
JSS  
COUNTY OF WAUKESHA )

Personally came before me this 2nd day of August, 2005 the above named Kevin O'Connor and Sean O'Connor, as the Owners of 11 Lots in The Settlement On Woods Road and to me known to be the persons who executed the foregoing instrument and acknowledged the same in such capacities.



*Sue A. Williams*  
Sue A. Williams  
Notary Public, State of Wisconsin  
My Commission : *June 29, 2008*



000246 FEB 19 2004

DECLARATION OF RESTRICTIONS FOR  
THE SETTLEMENT ON WOODS ROAD  
A SUBDIVISION IN THE CITY  
OF MUSKEGO



WC3129699-017

3129699

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

02-19-2004 9:27 AM

MICHAEL J. HASSLINGER  
REGISTER OF DEEDS

REC. FEE: 35.00  
REC. FEE-CD: 5.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 17

## Recording Area

## Name and Return Address

WISCONSIN TITLE SERVICE CO.  
P.O. BOX 618  
WAUKESHA, WI 53187

004317

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name and return address, and PIN, (if required). Other information such as the  
granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.  
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee.

heritage6-wk3129699

01/04/2005 02:41 PM 1 of 17

000247 FEB 19 2005

**DECLARATION OF RESTRICTIONS  
FOR  
THE SETTLEMENT ON WOODS ROAD, A SUBDIVISION  
IN THE CITY OF MUSKEGO**

KNOW ALL PERSONS BY THESE PRESENTS; that this Declaration of Restrictions for The Settlement on Woods Road (herein referred to as "Declaration") is made and entered into by The Settlement on Woods Road LLC, a Wisconsin limited liability corporation, located at 105 W. Sunset Drive, Waukesha, WI 53187-0406 (herein referred to as "Developer") is the owner of The Settlement on Woods Road, a subdivision in the City of Muskego, (herein referred to as "City"), being a subdivision of the NW and NE 1/4 of Section 20, T5N, R20E, City of Muskego, Waukesha County, Wisconsin, (herein referred to as "The Settlement on Woods Road") and intending to establish a general plan for the use, occupancy and enjoyment of The Settlement on Woods Road, does hereby declare for the mutual benefit of present and future owners of lands in The Settlement on Woods Road (herein referred to individually as "Owner" and collectively as "Owners"), that:

Developer owns certain real property which is described and depicted on the attached Plat, upon which Declarant has constructed or intends to construct The Settlement on Woods Road Subdivision, a subdivision for single family residences consisting of 59 lots and other related improvements. By this Declaration, Developer intends to submit such property and other improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property, buildings, other improvements.

NOW, THEREFORE, Developer, as fee owner of such property, by this Declaration (i) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such property; and (ii) that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Developer, its successors and assigns, and all subsequent owners and occupants of all or any part of such property.

**ARTICLE 1. DEFINITIONS**

The following terms shall have the assigned definitions:

- 1.1 Association. The "Association" shall mean the The Settlement on Woods Road Homeowners Association, Inc., a non-stock corporation organized under Ch. 181 of the Wisconsin Statutes, the members of which shall be all owners of Lots in the Subdivision. The Association shall be administered by a board of directors pursuant to bylaws adopted by such Board.
- 1.2 Association Insurance. "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.
- 1.3 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in conformance with the Bylaws.

000248 FEB 19 2005

- 1.4 The Settlement on Woods Road Documents. The "The Settlement on Woods Road Documents" shall consist of this Declaration, and the Bylaws of the Association and Articles of Incorporation.
- 1.5 Building. A "Building" shall be any freestanding structure located in the Subdivision.
- 1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.
- 1.7 Common Areas. The "Common Areas" shall consist of all areas of the Property other than (i) the Lots; (ii) Outlots; (iii) public streets (except that traffic islands in the streets are part of the Common Areas).
- 1.8 Common Improvements. The "Common Improvements" consist of the following, whether or not located in Common Areas and which may be located in public streets: all signs on the Property generally identifying the Subdivision as The Settlement on Woods Road Subdivision all streetlights, and street signs and mail boxes within the Property and any other improvements made by the Association in the Common Areas.
- 1.9 Declarant. The "Declarant" shall mean The Settlement on Woods Road LLC, and the successors and assigns of Declarant.
- 1.10 Declaration. "Declaration" shall mean this Declaration as the same may be amended from time to time.
- 1.11 Developer's Agreement. The "Subdividers Agreement" shall mean the The Settlement on Woods Road Development Agreement dated July 22, 2003 on file with at the Waukesha County Registrar of Deeds.
- 1.12 Director. A "Director" shall mean a member of the Board.
- 1.13 Lot. "Lot" shall mean a lot intended for construction of a single-family residence as shown on the Plat.
- 1.14 Mortgagee. "Mortgagee" shall mean the holder of a recorded first lien mortgage against a Lot or the vendor under a recorded land contract.
- 1.15 Occupant. "Occupant" shall mean the Owner or any other person residing on a Lot under a lease or other arrangement with the Owner.
- 1.16 Outlot. "Outlot" shall mean an outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

000249 FEB 19 2005

- 1.17 Owner. "Owner" shall mean the fee simple owner of a Lot or an Outlot and the vendee of a Unit, a Lot or an Outlot under a recorded land contract. The Declarant is an Owner with respect to Lots and Outlots to which it holds as above.
- 1.18 The "Plat" shall mean the Plat of The Settlement on Woods Road recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.
- 1.19 Property. The "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A, and all improvements constructed or to be constructed thereon including, but not limited to, those described in Recital A above.
- 1.20 Rules. The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.
- 1.21 Subdivision. The "Subdivision" shall mean all of Lots 1 through 59. This term is not intended to have the same meaning as under Wisconsin Statutes, Chapter 236.
- 1.22 City. The "City" shall mean the City of Muskego and its successors.

## ARTICLE 2. DEED RESTRICTIONS

### A. BUILDING RESTRICTIONS.

All lots in The Settlement on Woods Road are restricted to the erection of a single-family residence and attached side-entry garage whenever possible as reviewed by the Architectural Control Committee (ACC), which will accommodate at least two and a half cars. Under certain circumstances, the architectural control committee ("ACC") for the Subdivision shall have the discretion to allow front entry garages based upon aesthetic and practicality issues. Every home in the subdivision shall have a minimum of a two and one half (2 ½) car garage and a maximum of a three and a half car garage. The ACC in its sole discretion may allow up to ten percent less total square area for superior design. No business may be conducted from any Lot within the Subdivision other than Home Occupations permitted by the City Code of Ordinances provided, however, that no Home Occupation shall generate unreasonable additional traffic or use non-resident employees.

The minimum size of a one-story residence shall be 2,200 square feet on the first floor.

A story and one-half residence shall have a minimum of 2,500 square feet with a minimum of 1,400 on the first floor.

000250 FEB 19 8

A two-story residence shall have a minimum of 2,500 square feet with a minimum of 1,300 on the first floor.

A minimum of a two and ½ car garage must be attached to the residence directly, and must be constructed with the residence, the maximum size shall appear from the curb to be a 3.5 car garage. All driveways sizes and locations approved by the City and must be of concrete or other hard pavement material and shall be paved by lot buyer within one year of receiving a building permit.

The exterior walls of the residence and attached garage must be constructed of natural materials, Hardiplank siding, cultured brick and cultured stone products shall be permitted on the exterior walls of all homes constructed brick, stone, wood siding or, such other products as the Architectural Control Committee ("ACC") shall approve. Window treatments shall be consistent on all sides of home.

All roofs shall have a minimum pitch of nine feet in height for each twelve feet in length (9/12), except for rear dormers and other special circumstances such as deep ranch style homes where the height of the roof becomes excessive, or Frank L. Wright "Prairie Style" which require wide overhangs and low roof lines but only if approved in writing by ACC. Any auxiliary gables which face the public street shall have a roof pitch of no less than ten feet (10") in height for every twelve feet (12') in length. All asphalt roof shingles for homes shall be of quality equal to or greater than that of the 30 year Elk Prestique, and must be of dark, earth tone colors, or, cedar shake.

The residence must be completed within one year from the date of City building permit. No chain link fences and no perimeter fences shall be permitted in the Subdivision. The hard pavement driveway, landscaping according to the landscape plan submitted to the Developer, and a sod or seeded lawn in place must be completed within one year from the date of City building permit.

Owners shall provide evidence of the planting, or of the contracting for planting of, at least two (2) trees (each of no less than two and on-half (2 1/2) inch base caliper) within the Landscape easement along the frontage of each of the Lots. Said trees shall be of a species and quality consistent with the street trees then typically being installed by the City. Following the planting of said trees Owners shall water and maintain said trees. If the Homeowners Association Board determines the trees are not maintained damaged or dying or not maintained in accordance with this Declaration it

000251 FEB 19 2005

can act in the manner described in Paragraph 2) below by taking legal action, planting or replanting of trees and levying charges against the Owner of the Lot as an assessment.

The minimum setback from any abutting street right-of-way is 35 feet. Side yard and rear yard setbacks shall conform to City ordinances and the plat filed with the Waukesha County Registrar.

There shall be no outside storage of boats, trailers, busses, commercial trucks, campers or other vehicles (except when necessary for construction or reconstruction of a residence) or other items or activities deemed to be unsightly by the ACC.

All building plans, survey and the exterior design of each residence to be constructed in The Settlement on Woods Road must be approved by ACC in writing prior to submittal of proposed building plans to the City of Muskego for an application for a building permit. In addition to any approval required by the City, basic site features such as landscape plan, fences, decks, garden structures, satellite dishes and other antennae, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect within The Settlement on Woods Road are subject to the prior written approval of Architectural Control Committee.

At the time of construction of a residence, the Owner shall install at a location designated by the ACC, one outdoor electric lamp post with an unswitched photoelectric control. The lamppost shall be purchased at closing on the lot and is to be installed in conjunction with landscaping. Placement is subject to the approval of the ACC. The lamppost shall be maintained by the Owner in a proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by the Association and the cost of such maintenance shall be an assessment against the Owner, payable within 10 days after the date of the assessment.

There shall be no outbuildings unless given written approval by the ACC or approved on a landscape plan signed and dated by the Board or the authorised (ACC) Architectural Control Committee. There shall be no satellite dish antennas having a diameter in excess of 24 inches or if such satellite dish is required it shall require written approval from the Board or the authorised (ACC) Architectural Control Committee. No antenna or satellite dish shall be visible from any roadway. Placement shall be suitably screened as determined by the (ACC) Architectural Control Committee.



000252 FEB 19 25

Proper landscaping, including landscaping of the entrance along Woods Road, is a mutual benefit of present and future Owners. Landscaping of these areas shall be properly maintained at all times by the Association.

Developer has established drainage easements throughout The Settlement on Woods Road. These drainage easement areas shall be maintained by Owners of Lots over which said easements run and by the Association with respect to easements over Common Areas, clean, clear and free of any obstructions or barriers of any kind. Landscaping within these areas shall consist of ground cover to inhibit erosion. .

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 that may be available to the Association..

Landscaping, storm water ponds, and entrance signs shall be maintained by the Association. Maintenance shall include all necessary watering and pruning, removal and replacement of diseased, dead or dying trees or bushes and dredging and vegetation removal as may be necessary to maintain proper storm water drainage.

The Property designated as wetlands and environmental corridor on the Plat, are subject to special restrictions imposed by DNR and state statutes and regulations. Without a valid permit from the DNR, no owner, the Association, nor any agent thereof, may landscape, alter the grade or place any improvements or structures on the wetlands. In the event of a violation of these restrictions, the Board may act to compel restoration of the wetlands and recover from the relevant Owner, all expenses incurred by the Home Owners Association in investigating the matter and conducting the restoration (including actual attorneys' fees).

In addition to the regulations contained herein and in the Subdividers Agreement, the Lots and Common Areas shall be restricted and controlled by the City zoning ordinances applicable to property within the Subdivision, as amended from time to time.

Each Lot owner shall cut the lot twice per year between June-July and again at a time between August and September. The Board shall give written notice of this or any other deficiencies to the Owner of any lot. 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 Board shall have the right to enter upon such property using its own

000253 FEB 19 2006

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 or to the Owner depending upon the particular item of noncompliance. The Owners do hereby consent to the levying of such special charges and hereby waive any and all notices and hearings that might otherwise be required by state statutes for the levying of special charges.

**B. Association Board of Directors.**

The Association shall be governed by a three-member board hereinafter referred to as the "Board", which shall be solely responsible for the activities of the Association. The initial members of the Board shall be Sean O'Connor, Kevin O'Connor, and an alternate member chosen by Developer.

To qualify as a member of the Board, a person must be either an Owner or a duly designated officer or representative of an Owner.

So long as five percent (5%) or more of lots in The Settlement on Woods Road (initially being the 59 single family lots contained within the The Settlement Final Plat) are owned by Developer, all three members of the Board shall be appointed by Developer. If less than five percent (5%) of the lots are owned by Developer, all of the members of the Board shall be elected as provided herein.

Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Board. Each Lot Owner shall have one vote for each lot owned a total of 59 votes.

The term of office of the initial members of the Board shall commence upon the execution hereof and shall continue until December 31, 2006. Thereafter, the term of office of members of the Board shall be for two calendar years. If any member of the Board 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 B3. above).

All meetings of the Board, except the Architectural Control Committee review of house plans and landscape plans, 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 Board shall constitute a quorum. Actions of the Board shall be taken by majority vote.

The Board shall have the following duties:

000254 FEB 19 2005

To provide for the maintenance of improvement in the Common Area;  
To establish dates and procedures for the election of members of the Board;  
To promulgate operating procedures for the conduct of the Association and Board's affairs;  
To enforce the provisions of this Declaration; and  
To name members of the Architectural Control Committee.

The Board shall have the following powers:

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;  
To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder; and  
To levy and collect assessments in accordance with the provisions outlined below.

The Board Shall levy and collect assessments in accordance with the following:

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 Declaration.

Assessments shall be approved at a duly convened meeting of the Board. 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.

Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the

000255 FEB 19 3

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.

The Board may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document 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.

Upon application by any Owner, any member of the Board may, without calling a meeting of the Board, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Board and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Board 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.

Any lien for assessment may be foreclosed by a suit brought by the Board, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

Members of the Board 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 Board. The Association shall indemnify and hold the members of the Board 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.

Failure of the Association or Board to enforce any provisions contained in this section B, 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.

**C. Amendment Provisions.**

Any of the provisions of this Declaration may be annulled, waived, changed,


000256 FEB 19 2006

modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the City and (ii) the Developer so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register or Deeds for Waukesha County, Wisconsin.

**D. Term and Binding Effect.**

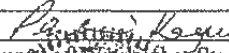

This Declaration and any amendments shall be in force for a term of 30 years from the date the Declaration is recorded. Upon the expiration date of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for successive terms of 10 years each, unless prior to the end of the then-current time a Notice of Termination is executed by the City and the Owners of at least ninety percent (90%) of all lots and their mortgagees and is recorded in the Office of the Register of Deeds of Waukesha County. This Declaration shall be binding upon all Owners and any other person claiming under or through Developer.

IN WITNESS WHEREOF, the undersigned, have executed this Declaration of Restrictions this 23 day of July 2003.

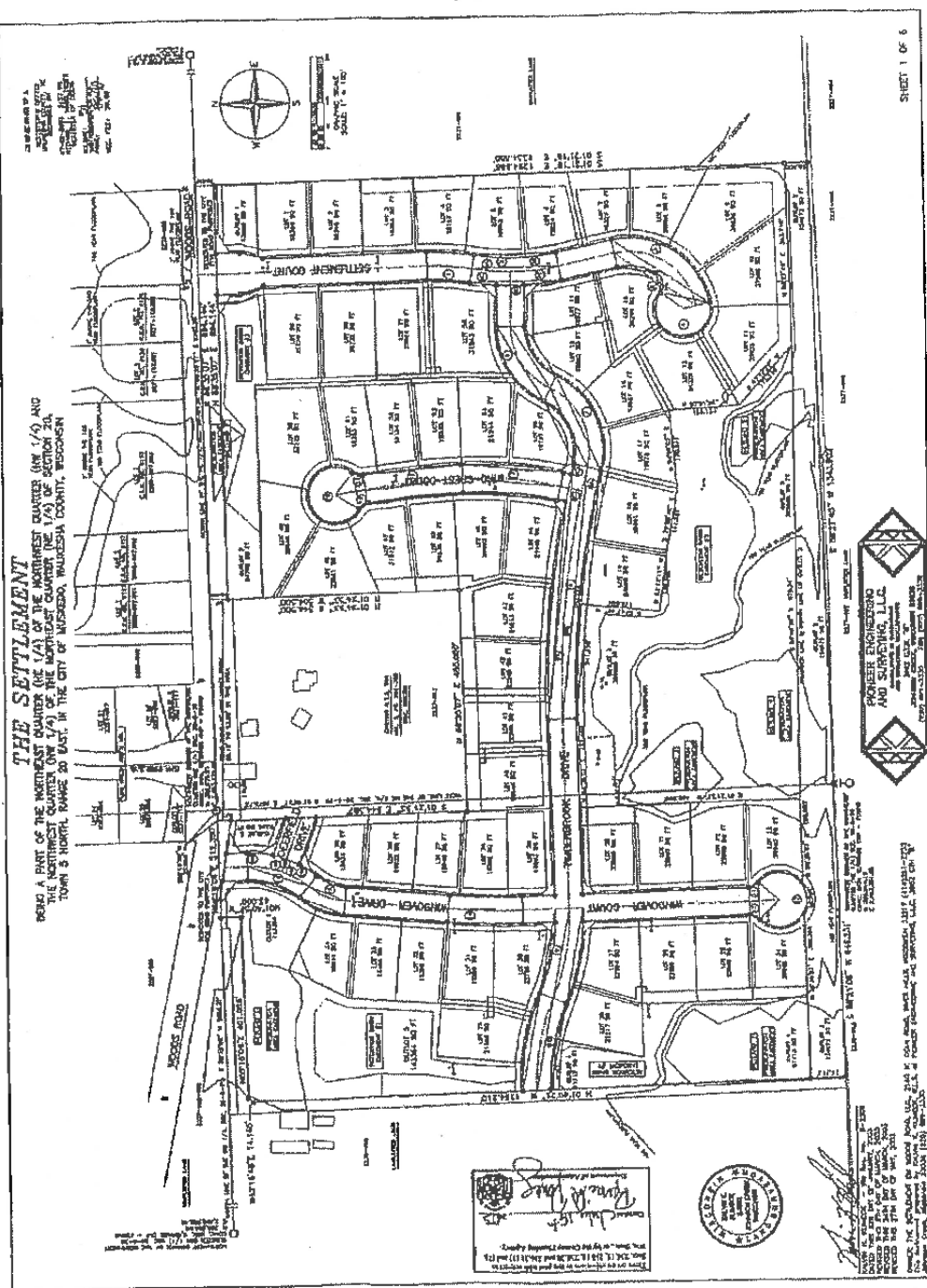
BY   
Sean O'Connor, Member  
The Settlement on Woods Road LLC

STATE OF WISCONSIN                     )  
  )     SS  
COUNTY OF WAUKESHA                 )

Personally came before me this 23rd day of July, 2003 the above named Sean O'Connor, to me known to be the person who executed the foregoing instrument and acknowledge the same.

 Notary Public,  
County of Waukesha, State of Wisconsin  
Commission Expires 03/26/06  
  
Drafted by  
Pauline Kager

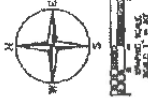
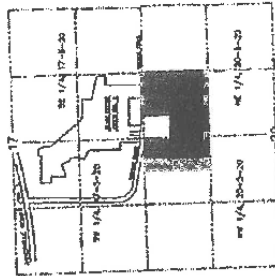
٥٢



01/04/2005 02:41 PM 12 of 17



BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWN 5 NORTH, RANGE 20 EAST, IN THE CITY OF MUSKOGEE, WAUKESHA COUNTY, WISCONSIN

[illegible]

## TYPICAL SETBACKS

(NIN)

RETENTION POND EASEMENT TABLES

	RETENTION POND EASEMENT #1	RETENTION POND EASEMENT #2	RETENTION POND EASEMENT #3	RETENTION POND EASEMENT #4
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
27.				
28.				
29.				
30.				
31.				
32.				
33.				
34.				
35.				
36.				
37.				
38.				
39.				
40.				
41.				
42.				
43.				
44.				
45.				
46.				
47.				
48.				
49.				
50.				
51.				
52.				
53.				
54.				
55.				
56.				
57.				
58.				
59.				
60.				
61.				
62.				
63.				
64.				
65.				
66.				
67.				
68.				
69.				
70.				
71.				
72.				
73.				
74.				
75.				
76.				
77.				
78.				
79.				
80.				
81.				
82.				
83.				
84.				
85.				
86.				
87.				
88.				
89.				
90.				
91.				
92.				
93.				
94.				
95.				
96.				
97.				
98.				
99.				
100.				



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----



I hereby certify that the above is a true and correct copy of the original as the same appears in the records of the County of San Diego and the State of California.  
 Witness my hand and the Seal of said County at San Diego this 15th day of June 1902.  
 County Clerk.

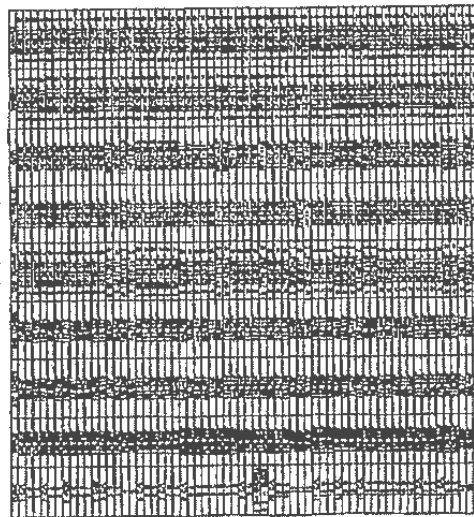
2. HAS YOUR FIRM PROVIDED ANY EMPLOYEES WITH A "STOCK" PLAN? IF YES, HOW MANY EMPLOYEES ARE CURRENTLY PARTICIPATING IN THE PLAN? IF NO, WHY NOT?

Sheet 2 of 8

4/30/2025, 10:00 AM

58

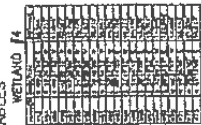
BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWN 5 NORTH, RANGE 20 EAST, IN THE CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN



IF ONLY 0.500



WETLAND 12

WETLAND LINE TABLES  
NO. 13 WETLAND LINE TABLES

AND F4



WETLAND 15



of ONTARIO



7-11-77

**PIONEER ENGINEERING  
AND SURVEYING, L.L.C.**  
Specializing in providing the  
most accurate and reliable  
data to the construction  
industry.  
A. V. T. INC.  
8000 S. 10th St., Suite 100  
Tucson, AZ 85710  
Tel: (520) 791-1111  
Fax: (520) 791-1112  
www.pioneer-engineering.com

There are no equipment or other aids with respect to  
this case. 256.16, 256.16, 256.16 and 256.16 (1) and (2).  
W/A. Justice, at the County Planning Meeting.

S. 1022 "THE NATIONAL ACT OF OCEANOGRAPHY RESEARCH IN THE  
LEAST-DEVELOPED COUNTRIES WITH SPECIAL REFERENCE TO THE  
MEDITERRANEAN AREA"

卷五





Addendum F

Buyer acknowledges responsibility for listed subdivision fees. X ☒

# SUBDIVISION FEES

updated 8/6/2013

Subdivision	Mailbox	Lamp Post	Homeowners Association	Subdivision Bonds	Notes
Amber Fields	By Buyer				
Belle Chasse	By Buyer	By Buyer		\$1,000.00	4 tree plantings
Blackhawk Valley	Grafton				HOA estimated at \$200
Bluffs of Oak Creek	City of Oak Creek	By Buyer	\$200.00	\$2,000.00	
Borlen Farms	City of Hartford	By Buyer	\$40.00	\$1,000.00	2 street trees
Carrollville Crossings	City of Oak Creek		not active		
Creekside Commons	City of Janesville				
Eagle Bay Condominium	Town of Dover				
Eagle Point Addn #1	Village of Caledonia	By Buyer	\$75.00	\$1,000.00	\$75.00 HOA start up fee
Emerald Meadows Addn. #2	City of Oak Creek	By Buyer	not active		
Fox Lake Village	City of Waukesha	By Buyer	\$150.00		
Fox River Landing @ Murphy Farms	City of Burlington	By Buyer	not active		
Greenwood Manor	Village of Pewaukee		\$200.00		
Grove Meadows	Village of Cedar Grove				
Grove Meadows Addition	Village of Cedar Grove				
Hawthorne Hills	City of Pewaukee	By Buyer	\$500.00		
Heritage Park	City of Belgium				
Hickorywood Farms II	City of Oconomowoc	By Buyer	\$250.00		
Hidden Oaks	City of Franklin	By Buyer	\$446.00		
Jenna Prairie Estates Addn #1	City of Oak Creek	By Buyer	\$125.00		
Kessel Ridge	City of Hartford	By Buyer	\$285.00	\$1,000.00	\$400 if buyer installs \$500 if builder installs mailbox @ Mainvelous Mailboxes
Lakewood Estates	City of Oconomowoc		not active		\$200.00 HOA start up fee
Longmeadow	City of Oconomowoc		\$335.00		garbage/refuse collection fee charged @ closing
Majestic Hills II	Village of Sturtevant			\$1,000.00	
Meadow Creek Crossing	Village of Germantown	By Buyer	\$340.00		
Minors Homestead	Mukwonago	By Buyer	\$305.00		
Morse Farms Highlands	Village of Johnson Creek	By Buyer	not active	\$1,500.00*	\$75 retained by Village - \$1,425.00 refunded
Muth Woods Addition	City of West Bend	By Buyer	not active		
Prairie Pathways	Village of Caledonia	By Buyer	\$195.00	\$1,000.00	\$89 HOA start up + \$95 conservation easement education fund + \$225 refundable street tree bond
Prairie Wind Farms	Town of Delafield	By Buyer	\$316.00		
Ramsey Meadows West	City of Greenfield		not active		
Rolling Ridge South #7	City of Waukesha	By Buyer	\$75.00		
The Settlement	City of Muskego	By Buyer	not active		HOA estimated at \$200
Stonewood Estates	Sussex	By Buyer	not active		
Summer Wind	City of Hartford	By Buyer	\$45.00	\$1,000.00	mailbox purchased through HOA
The Tradition of Hartland	Village of Hartland	By Buyer	\$675.00	\$1,500.00	\$1000 subdivision mailbox fee
Tuckaway	City of West Bend	By Buyer	not active		
Valley Estates	Village of Thiessa			\$1,500.00	
Victoria Station	City of Pewaukee	By Buyer	\$315.00		
Waverella Woods Condominium	Town of Barton	By Buyer			
Westshore	City of Oconomowoc	By Buyer	\$150.00		
Whitetail Woods	City of Mequon	By Buyer	\$579.00	\$2,000.00	