

**Brighton Ridge Subdivision
Declaration of Subdivision Restrictions**

THIS DECLARATION ("Declaration"), made this 20th day of December, 1992, by
the BRIGHTON RIDGE JOINT VENTURE ("Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property described in Article I of this
Declaration, and desires to subject it to the condition, restrictions, covenants, reservations, and easements
for the benefit of said property as a whole and for the benefit of each owner of any lot therein ("Lot"); and

WHEREAS, the real property described in Article I is to be developed in phases as a platted
subdivision (Subdivision") and offered by the Developer on that basis; and

WHEREAS, Developer desires to sequentially subject each phase of the platted Lots within the
Subdivision as well as all other portions of the Subdivision except dedicated streets and utilities to the
conditions, restrictions, covenants, reservations and easements hereinafter set forth.

NOW THEREFORE the Developer hereby declares that the real property hereinafter described,
except for the dedicated streets and utilities, shall be used, held transferred, sold and conveyed subject to
the conditions, restrictions, covenants, reservations and easements herein set forth and as hereafter
declared, which shall inure to the benefit of an pass with said Lots and each and every parcel thereof as
platted, and shall apply to and bind the successors in interest, and any owner thereof.

ARTICLE I

Legal Description

Property Subject to this Declaration. The following property, hereinafter called "Brighton Ridge," shall be subject to this Declaration:

That part of the Northwest 1/4 of Section 28, Township 9 North, Range 21 East, in the city of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said 1/4 Section; thence S. 0 15' 20" E. along the East line of said 1/4 Section 1501.79 feet; thence S 89 23' 50" W. parallel to the South line of said 1/4 Section 2648.49 feet to a point in the west line of said 1/4 Section; thence North along the West line of said 1/4 Section 1193.20 feet; thence N. 89 17' 48" E. parallel to the north line of said 1/4 Section 1321.60 feet to a point in the east line of the West 1/2 of said 1/4 Section; thence N. 0 07' 40" W. along the east line of the west 1/2 of said 1/4 Section 304.00 feet to a point in the north line of said 1/4 Section; thence N. 89 17' 48" E. along the North line of said 1/4 Section 1320.92 feet to the point of commencement.

ARTICLE II

Brighton Ridge Homeowners Association

2.1 Establishment. A property owners association shall be established to be known as Brighton Ridge Homeowners Association, Inc. ("Association"), the same to be incorporated as a Wisconsin non-stock corporation.

2.2 Purpose. The Association shall have as its purpose those stated purposes and functions outlined in its articles of incorporation, including but not limited to the primary responsibility for upkeep, maintenance, and repair of outlots, lake, and dedicated islands.

ARTICLE III

Purpose, General Provisions

3.1 General Purpose. The general purpose of this Declaration is to help assure that Brighton Ridge will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of open spaces within those outlots to be owned by Lot owners and those to be owned by the Association ("Outlots"); to insure the best use and the most appropriate development and improvement of each Lot; to protect owners of Lots against such use of surrounding Lots as will detract from the residential value of their property; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said Lots; to encourage and secure the erection of attractive homes thereon,

with appropriate locations of building sites; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures.

3.2 Land Use. No Lot shall be used except for single-family, residential purposes. "Family" shall mean one or more than one person, living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude any group of persons where two or more persons thereof are not related by blood, adoption or marriage, paid household employees, or under licensed foster care.

3.3 Architectural Control. In the interest of promoting attractive design, it is required that residences be designed professionally. No structure shall be erected, placed, or altered on any Lot unless building plans, exterior specifications, and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors with existing and planned structures, and as to location with respect to topography, neighboring buildings, setbacks, finish grade elevations, driveways and plantings, by the Architectural Control Committee. All building plans shall be of traditional architecture. Building construction shall be completed within one (1) year of the start of construction. Said Committee shall act to approve or disapprove such structure and location within thirty days after said plans and specifications have been submitted to it.

3.4 Landscape Architectural Control. A landscape plan prepared by a qualified person or firm showing the proposed development of the entire Lot shall be submitted to the Architectural Control Committee for written approval not later than thirty (30) days after the home is physically occupied. Written approval must be obtained before commencement of landscape improvements. All landscaping including hard surface driveway shall be completed within fifteen (15) months of commencement of building construction. Arrangement shall be made for adequate surface drainage and provide for grass seeding or sodding in accordance with the approved landscaping plan.

All existing trees on Lots shall be preserved by walls or islands and with proper grading and protected during construction except those approved for removal under a landscaping plan approved by the Architectural Control Committee. Notwithstanding anything herein to the contrary, the Architectural Control Committee may grant variances, in writing, to professional builders who are building for sale and not under contract.

3.5 Dwelling Quality. The design, layout, and exterior appearance of each residence shall be of traditional architecture and shall be such that, in the opinion of the Architectural Control Committee at the time of approving the architectural plans, the residence will be of high quality and will have no substantial adverse effect upon property values in the neighborhood. Dwelling shall be restricted to the following:

- (1) The minimum size of each residence shall be 2300 square feet.
- (2) No garage shall be smaller than a two-car capacity, and must be attached to the dwelling. The garage entrance shall not face the street and shall be connected to the street by a hard surface driveway.
- (3) All roof surfaces shall be constructed of approved materials and colors which are limited to natural cedar shake, tile, or one of the following high quality asphalt or fiberglass shingles:
 - a) Celotex Presidential Shakes (40 year)
Color: Weathered Wood
 - b) Celotex 365 Dimensional (40 year)
Color: Weathered Wood
 - c) Tamko Heritage Premium (40 year)
Color: Weathered Wood
 - d) Timberline Ultra (40 year)
Color: Weathered Wood
 - e) Elk Prestique Plus (40 year)
Color: Weathered Wood
 - f) Woodlands Premier by Manville (40 year)
Signature Series - Color: Weathered WoodAll roofs shall have a recommended minimum of 8/12 pitch
- (4) All major exterior exposed surfaces shall be constructed of approved natural building materials. No artificial stone or siding is permitted.
- (5) All chimneys shall be constructed completely of masonry with brick or stone exterior. "Class B" prefabricated chimney construction is prohibited.
- (6) Window casing, shutters and trim shall be consistent on all sides of the home. The number of exterior colors shall be kept to a minimum. A maximum of two colors is recommended for walls and trim, with one additional color for accent trims such as doors or shutters, all subject to approval by the Architectural Control Committee.

3.6 Building Location/Lamppost. No part of any building located within the subdivision shall be located beyond a minimum front setback of fifty (50) feet or beyond a minimum sideyard setback of twenty (20) feet. The precise location of the building shall be subject to approval of the Architectural Control Committee. The Architectural Control Committee shall have the authority to grant variance as to such setbacks and building locations, provided however that such variance shall require approval of the

City of Mequon. Each Lot shall be required to have an outdoor electric lamppost paid for at closing and the brand, design and color of which shall be uniform throughout the Subdivision and approved by the Architectural Control Committee and installed in a location approved by the Architectural Control Committee. Each Lot shall be required to have a mailbox and post installed at the Lot owner's expense and the design, location and color of which shall be uniform throughout the Subdivision and approved by the Architectural Control Committee.

3.7 Maintenance Duties. Owners shall have the right and responsibility of maintenance of the Lot(s), dwelling and landscaping in accordance with the highest standards of care. 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 Association may perform yard maintenance and charge the costs thereof to the Lot owner and levy a special assessment against the Lot. Developer shall not be obligated to improve any areas of the Subdivision with grass or plantings or to cut grass or foliage growing in a natural environment. Any changes required as a result of maintenance shall be approved in writing by the Architectural Control Committee.

3.8 Ground Fill on Building Site. Where fill is necessary on the building site to obtain the proper topography and finished grade elevation it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building. Any excess excavation earth shall be removed from the building site.

3.9 Outlot Easement. The plat of the current phase of Brighton Ridge and future phases identifies or will identify certain lands as "Outlots" which are for the benefit of the residents of Brighton Ridge. In general, the use of the Outlots is restricted to the aesthetic, recreational, and cultural enjoyment of residents of Brighton Ridge or certain uses not inconsistent therewith. Each owner of a Lot may enjoy the shoreline of the private lake included within one of the Outlots. The use of the lake shall be subject to such other rules and regulations as the Association may determine from time to time and in accordance with its Articles of Incorporation and By-laws. In all other respects the uses, restrictions and rights pertaining to the Outlots are as follows:

Permitted Uses:

- (1) The aesthetic, recreational and cultural enjoyment of the residents of the Subdivision.
- (2) Construction, maintenance and use of the building(s) for noncommercial aesthetic, recreational and cultural purposes by members of the Association, on condition that the Architectural Control Committee shall first approve the building and operation of any such building.
- (3) Drainage courses.
- (4) The installation of a community well, water distribution, sewer, gas, electric and other utility lines and related facilities such as a well house, pumping station or other facility determined to be necessary to serve the Subdivision with the location and plans for any installation above ground being first subject to the approval of the Architectural Control Committee.
- (5) Gateways entrances and necessary signage or other structures accessory to the general maintenance, operation and aesthetics of the project including maintenance of existing silos, all subject to approval by the Architectural Control Committee.

Restrictions:

- (1) No use or occupation other than permitted above shall be hereinafter established or maintained on the Outlots.
 - (2) No construction on the Outlots of any facility or structure shall be permitted without obtaining written permission from the Architectural Control Committee.
 - (3) The Outlots including landscaping, signage, gateways, entrances and structures within an upon the those "island" areas within the dedicated streets but specifically excluding the roadway, road surfaces, roadbed, drainage, storm sewers and utilities, shall be maintained and cared for by the Association until and unless such association shall cease to have the legal duty to maintain such Outlots in which case the owners of Lots in the Brighton Ridge Subdivision shall jointly be responsible for the maintenance of such Outlots. All remaining Outlots adjoining individual Lots along the perimeter of the Subdivision and each portion thereof adjoining each individual Lot shall be maintained and cared for by the adjoining Lot owner unless not properly maintained whereupon the Association may perform maintenance and charge the costs thereof to the Lot owner and levy a special assessment against the Lot.
 - (4) The conditions of this easement shall not prevent any permanent excavation or work necessary for purposes of the permitted uses.
- 3.10 Nuisances. No noxious odors shall be permitted to escape from any Lot and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises

shall be suffered or permitted on any Lot, and in no instance shall any activity be conducted on any premises which violates federal, state or local laws.

- 3.12 Signage. No sign of any kind shall be displayed to the public view on any Lot except one temporary professional sign of not more than six square feet advertising construction or placing the property for sale. All other signs shall be approved by the Architectural Control Committee.
- 3.13 Commercial and Recreational Vehicles. No commercial trucks or other commercial vehicles shall be maintained at any Lot, except on a temporary basis not to exceed seven (7) days. Recreational vehicles (which shall include snowmobiles, trailbikes, travel trailers and vans, motor homes, and dune buggies and other offstreet motorized vehicles of any kind) shall not be parked, kept or stored on any common area or undeveloped area of the Subdivision nor shall any such recreational vehicle be parked, kept or stored on any Lot outside an enclosed garage, without the prior approval of the Association (which may be withheld on the basis of aesthetics if for no other reason). Such recreational vehicles shall also not be used or operated on any Lot or otherwise within the Subdivision except on dedicated streets in accordance with applicable traffic laws.
- 3.14 Outbuilding/Structures/Antennae. No outbuilding, structure, antenna, satellite dish or other device of a temporary or permanent character, including, but not limited to one or more of the following: trailer, basement, tent, shack, garage, barn, above-ground pool shall be permitted. In that regard, gazebos and playground equipment, as part of an approved landscaping plan, will be considered. Pet enclosures, inconspicuously attached to the home and part of the architectural design submitted to the Architectural Control Committee will also be considered.
- 3.15 Animals and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, or allowed to annoy neighbors, and provided however that limitation as to kind and number of pets shall be governed by the Homeowners Association By-laws.

- 3.16 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping or storage ground for rubbish, trash or debris of any kind. Trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets. There shall be no burial or burning of any said garbage or trash other than the burning of leaves in accordance with city ordinance.
- 3.17 Water Supply. Each house shall be connected to the community well or wells within the subdivision ("Community Well") until the city or public utility provides such service and no individual wells for human consumption shall be permitted or used. The Developer hereby reserves and retains the right (s), to be exercised in its sole discretion, to offer and arrange for water from the Community Well to be made available to adjoining land owners outside of the Subdivision under the terms of a water trust arrangement which provides for reimbursement to the Developer of its capital investment in the Community Well and provides for pro-rata responsibilities for ongoing repair and maintenance.
- 3.17(a) Lawn Watering. Newly seeded or sodded lawns shall be allowed to be watered at any hour daily for the first two weeks following seeding or sodding. All other lawns shall be watered in accordance with and restricted to an even-odd watering schedule between the hours of seven o'clock p.m. and six o'clock a.m. whereby even-numbered houses shall be restricted to watering between those hours on even-numbered days and odd-numbered houses shall be restricted to watering between those hours on odd-numbered days.
- 3.18 Sewage Disposal. Each home shall be connected with the municipal or other common sewer system and no septic tank or individual sewage system shall be permitted.
- 3.19 Fences and Walls. Plans showing exact location and construction details of fences, walls, hedges, or mass planting shall be submitted to the Architectural Control Committee and be approved before they may be constructed.

ARTICLE IV

Architectural Control Committee

- 4.1 Membership. The Architectural Control Committee shall be permanent and shall include Jaren E. Hiller, Timothy J. Hiller and Robert J. Tillman. In the event of death or resignation of one or more of such members prior to expiration of these restrictions, replacement members shall be chosen by the remaining member(s) within his/their sole discretion with the advice and consent of the Board of Directors.
- 4.2 Procedure. The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it in accordance with the provisions of Section 3.3 herein, or in any event if no suit to enjoin the construction or require its removal has been commenced within one year of the date of the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE V

Charges, Assessments, and Special Assessments

- 5.1 Charges and General Assessments. All Lots, other than those owned by the Developer, shall be subject to a general annual assessment, determined solely by the Association, for the purpose of defraying the costs and expenses of the Association carrying out its stated purposes and functions, including its responsibilities regarding upkeep, maintenance and repair of outlots, perimeter zones, landscaping, structures, community well, water distribution, signage, entrances, "islands" within dedicated streets, insurance, taxes, legal expenses, association operational expenses, damages, costs and other expenses associated with litigation and all other associated costs and expenses. The Association shall maintain separate books and records for general and special assessments of Lot owners. The Developer shall not be responsible for any assessments, general, special or otherwise, at any time. The rate of the general charge or assessment shall be determined or fixed on or before October 15 of each year sufficient to raise an amount which, in the judgment of the Association's members represented at a meeting called for that purpose, may be required for the ensuing calendar year. Such charges or assessments shall be paid

annually to the Association, on or before the thirty-first day of December in each year, and if not paid on or before such date the charges or assessments shall be subject to a late fee of \$100 and shall bear interest at the rate of twelve (12%) percent per annum from such date until paid in full.

- 5.2 Special Assessments. All Lots, other than those owned by the Developer, shall also be subject to special assessment by the Board of Directors of the Association to cover all or any portion of the expenses incident to the enforcement of the recorded Declaration of Subdivision Restrictions concerning said Lot and for caring for vacant, unimproved or unkept Lots and removing weeds, grass, or any other unsightly or undesirable objects therefrom.
- 5.3 Payment and Enforcement. The right to collect or enforce the collection of charges, assessments and special assessments is hereby exclusively delegated to the Association. The purchasers of Lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the land purchased or to be purchased by them. All charges, assessments and special assessments which are unpaid on March 31 of the year in which due shall from that time on become and remain a lien upon the Lot until paid, with interest and late charges thereon. The Association shall have the sole right to record and file a lien against the Lot and to bring any and all action and proceedings for the collection for the charges, assessments, and special assessments and the enforcement of liens therefor.

ARTICLE VI

Miscellaneous

- 6.1 Term. This Declaration shall run with the land and shall be binding on all persons claiming under the Developer for a period of thirty years from the date this Declaration is recorded, after which time it shall automatically stand renewed for successive periods of ten years, provided that an instrument terminating or changing such covenants in whole or part, if signed by the owners of a majority of such Lots, shall be effective as of the end of the term or ten year extension within which it is recorded.
- 6.2 Modification and Enforcement. This Declaration may be amended at any time by the execution of an amendment by owners of seventy-five percent of the Lots. Such amendment shall take effect from the date of the recording thereof. The Association shall have the sole right to enforce the provisions hereof by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this Declaration, either to restrain violation or to recover damages, or both.
- 6.3 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which other provision shall remain in full force and effect.

IN WITNESS WHEREOF, the developer has signed and sealed this instrument by its duly authorized representative, this 20th day of December, 1992.

This instrument was drafted by
and should be returned to:

Thomas E. Aul, Attorney at Law
AUL, MCKOY, ASCHENBRENER & DEAN, LTD.
735 North Water Street, Suite 1424
Milwaukee, Wisconsin 53202-4106
Telephone: (414) 291-9700
Telefax: (414) 291-9722

Recorded
February 11, 1993
Ronald Voight
Register of Deeds
Ozaukee County, WI

AMENDMENT
TO
DECLARATION OF SUBDIVISION RESTRICTIONS
BRIGHTON RIDGE SUBDIVISION

This amendment made this twenty-fifth day of October, 1994 by BRIGHTON RIDGE JOINT VENTURE, a Wisconsin joint venture (herein after called the "Developer"), relative to the subdivision restrictions of BRIGHTON RIDGE SUBDIVISION (the "Subdivision"), a subdivision located within the city of Mequon, Wisconsin.

WHEREAS, the Developer caused the Subdivision in the city of Mequon, Ozaukee County, Wisconsin to be platted in phases and subjected each and every phase to certain restrictions (the "Restrictions") which were recorded as Document No. 483371 at pages 257-270 of Volume 799 records in the Office of the Register of Deeds, Ozaukee County, Wisconsin on February 11, 1993, (the "Restrictions") and which land is described on addendum 1, attached hereto, and made a part hereof; and

WHEREAS, Section 6.2 of Article VI of the Restrictions provides for amendment in the event of approval by owners of at least seventy-five percent (75%) of the owners of lots in the Subdivision; and

WHEREAS, the owners of more than seventy-five percent (75%) of the lots in the subdivision desire to amend the Restrictions as set forth herein;

NOW THEREFORE, it is hereby declared that the Restrictions are hereby amended to modify the language of Sections 3.9 and 3.14 of Article III and to add and include the following Articles VII, VIII and IX which amendments shall read as follows:

ARTICLE III

Purpose, General Provisions

The following sentences shall be added to Section 3.9 of Article III:

The detention pond located in Outlots 2, Block 4, Brighton Ridge Addition 2 is not intended for recreational or other use by residents of the Subdivision insofar as said detention pond extends on to and partially includes the adjoining Lots 6, 7 and 8 of Block 4, Brighton Ridge Addition 2. The detention pond in Outlot 2, Block 4, Brighton Ridge Addition 2 shall be subject to such other rules and regulations as the Association may determine from time to time in accordance with its Articles of Incorporation and By-laws. The detention pond located in Outlot 2, Block 4, Brighton Ridge Addition 2 is by the terms hereof, subjected to the rights, duties and responsibilities of the parties to an agreement dated December 4, 1992 by and between the Developer and the City of Mequon, Wisconsin and recorded with the Register of Deeds for Ozaukee County on February 11, 1993 as Document No. 483369.

ARTICLE III

Purpose, General Provisions

The Section (3) of "Restrictions" within Section 3.9 of Article III shall be amended by the addition of the following sentence at the end of that Section:

In order to provide for protection of the lake and pond within the abutting Outlots, Owners of Lots abutting the shorelines shall maintain an environmental buffer zone defined to be a ten foot (10.0') strip of grasses, the same to be maintained at a height of six inches (6") to eighteen inches (18")

ARTICLE III

Purpose, General Provisions

The first and second sentences of Section 3.14 of Article III shall be replaced with the following:

No outbuilding, structure, antenna, satellite dish larger than eighteen inches (18") in diameter or other device of a temporary or permanent character, including, but not limited to one or more of the following: trailer, basement, tent, shack, garage, barn, above-ground pool shall be permitted. In that regard, gazebos, playground equipment and satellite dishes eighteen inches (18") and smaller, as part of an approved landscaping plan, will be considered. Pet enclosures, inconspicuously attached to the home and part of the architectural design submitted to the Architectural Control Committee will also be considered.

ARTICLE VII

Drainage Easement

7.1 Location. All of the platted phases of the Subdivision identify, either by survey markings or by name or both, drainage easements varying in width and running along common and rear lot lines.

7.2 Purpose. The purpose of the drainage easements is to benefit the Subdivision by allowing and providing for orderly removal of surface water through the maintenance of underground piping/tiling and/or appropriate surface landscape sloping.

7.3 Grant and Restrictions. An easement for said purposes is hereby granted to the Brighton Ridge Homeowners' Association, Inc. and its successors and assigns (the "Associations"), for ingress and egress for the construction, maintenance, repair, removal and restoration of such areas, facilities and landscaping as are deemed necessary by the Association to accomplish the purpose of this easement, including, within its sole discretion, maintenance, repair or removal of existing trees, shrubbery, decorative landscaping or other existing development within the area covered by this easement. Areas encompassing said drainage easements are restricted, henceforth from the date of execution hereof, from any additional development or construction of improvements including, but not limited to, decorative landscaping, trees, shrubbery, fencing, buildings or any other development which would in any way interfere with drainage and/or the easement granted hereunder. The Association is not responsible for damage to or maintenance, repair or restoration of any trees, shrubbery, decorative landscaping or other development within the easement which in any way interferes with the purposes of this easement or the implementation thereof.

ARTICLE VIII

Water Main Easement

8.1 Location. The easement granted herein shall be located along the common lot line between Lot 8 and Lot 9 of Block 2 of Phase I of the Subdivision and shall include the area encompassing fifteen (15) feet of each of said lots along said common lot line.

8.2 Purpose. The purpose of the water main easement is to benefit the Subdivision by allowing and providing for location of a water supply to the Subdivision.

8.3 Grant and Restrictions. An easement for said purposes is hereby granted to the Association and its, successors and assigns, as defined above, for ingress and egress for the construction, maintenance, repair, removal and restoration of such areas, facilities and landscaping as are deemed necessary by the Association to accomplish the purpose of this easement including, within its sole discretion, maintenance, repair or removal of existing trees, shrubbery, decorative landscaping or other existing development within the area covered by this easement. Areas encompassing said water main easement is restricted, henceforth from the date of execution hereof, from any additional development or construction of improvements including, but not limited to, decorative landscaping, vegetation, trees,

shrubby, fencing, buildings or any other development which would in any way interfere with the easement granted hereunder. The Association is not responsible for damage to or maintenance, repair or restoration of any trees, shrubby, decorative landscaping or other development within the easement which in any way interferes with the purposes of this easement or the implementation thereof.

ARTICLE IX

Fire Cistern Easement

9.1 Location. An easement for the maintenance of an underground fire cistern shall be located on the NW corner of Lot 6 Block 3 of Phase I of the Subdivision and shall encompass a rectangular area forty feet (40') by twenty feet (20') as surveyed and shown on the plat.

9.2 Purpose. The purpose of the fire cistern easement is to benefit the Subdivision by allowing and providing for a supply of water for fire fighting.

9.3 Grant and Restrictions. An easement for said purposes is hereby granted to the Brighton Ridge Homeowners' Association, Inc. and its successors and assigns (the "Association"), for ingress and egress for the construction, maintenance, repair, removal and restoration of such areas, facilities and landscaping as are deemed necessary by the Association to accomplish the purpose of this easement, including, within its sole discretion, maintenance, repair or removal of existing trees, shrubby, decorative landscaping or other existing development within the area covered by this easement. Areas encompassing said fire cistern easement are restricted, henceforth from the date of execution hereof, from any additional development or construction of improvements including, but not limited to, fencing, building or any other development which would in any way interfere with the easement granted hereunder. The Association is not responsible for damage to or maintenance, repair or restoration of any trees, shrubby, decorative landscaping or other development within the easement which in any way interferes with the purposes of this easement or the implementation thereof.

Recorded
December 2, 1994
Ronald Voight
Register of Deeds
Ozaukee County, WI

Lot owners signed
and approved copies
in Secretaries file.

**AMENDMENT
TO
DECLARATION OF SUBDIVISION RESTRICTIONS

BRIGHTON RIDGE SUBDIVISION**

This amendment made this fifteenth day of December, 1994 by BRIGHTON RIDGE JOINT VENTURE, a Wisconsin joint venture (herein after called the "Developer"), relative to the subdivision restrictions of BRIGHTON RIDGE SUBDIVISION (the "Subdivision"), a subdivision located within the city of Mequon, Wisconsin.

WHEREAS, the Developer caused the Subdivision in the city of Mequon, Ozaukee County, Wisconsin to be platted in phases and subjected each and every phase to certain restrictions (the "Restrictions") which were recorded as Document No. 483371 at pages 257-270 of Volume 799 records in the Office of the Register of Deeds, Ozaukee County, Wisconsin on February 11, 1993, (the "Restrictions") and which land is described on addendum 1, attached hereto, and made a part hereof; and

WHEREAS, Section 6.2 of Article VI of the Restrictions provides for amendment in the event of approval by owners of at least seventy-five percent (75%) of the owners of lots in the Subdivision; and

WHEREAS, the owners of more than seventy-five percent (75%) of the lots in the subdivision desire to amend the Restrictions as set forth herein;

WHEREAS, the owners desire to clarify the Restrictions provisions regarding use of the private lake within Outlot 1 and Outlot 2, Block 1 of the Subdivision to provide reasonable access to the private lake by all of the Lot owners while respecting the owners whose Lots are adjacent to the shoreline of that portion of the private lake within Outlot 1, Block 1 of the Subdivision;

NOW THEREFORE, it is hereby declared that the Restrictions are hereby amended to modify the language of Section 3.9 of Article III as follows:

ARTICLE III

Purpose. General Provisions

The third and fourth sentences of Section 3.9 of Article III shall be replaced with the following:

Each owner of a Lot may access the private lake located in Outlot 1 & 2, Block 1 along that portion of the shoreline located in Outlot 2, Block 1 and that portion of the shoreline located within Outlot 1, Block 1 between the northern boundary of Outlot 2, Block 1 and the junction of the northern boundary of Lot 8, Block 1 and Outlot 1, Block 1 on the West and between the northern boundary of Outlot 2, Block 1 and the junction of the northern boundary of Lot 9, Block 1 and Outlot 1, Block 1 on the East. The use of the lake in Outlots 1 & 2, Block 1 of the Subdivision shall be subject to such other rules and regulations as the Association may determine from time to time in accordance with its Articles of Incorporation and By-laws. The lake in Outlots 1 & 2, Block 1 of the Subdivision is, by the terms hereof, subjected to the rights, duties and responsibilities of the parties to an agreement dated December 4, 1992 by and between the Developer and the City of Mequon, Wisconsin and recorded with the Register of Deeds for Ozaukee County on February 11, 1993 as Document No. 483369.

Recorded

January 5, 1995

Ronald Voight

Register of Deeds

Ozaukee County, WI