

# United States of America

State of Wisconsin

Department of State

*To All to Whom These Presents Shall Come:*

The undersigned, as Secretary of State of the State of Wisconsin, hereby certifies that on **January 20, 1975** Articles of Incorporation were filed in my office under the provisions of Chapter 181 of the Wisconsin Statutes, for the following corporation formed

## WITHOUT STOCK AND NOT FOR PROFIT:

Name: MUKWONAGO ESTATES MAINTENANCE CORPORATION

Principal Office: 536 North 27<sup>th</sup> Street  
Milwaukee, Wisconsin 53208

Purposes for which organized: to provide a framework for individual property owner participation in the areas of communal interest within the Mukwonago Estates Subdivision to provide such supplemental services to those provided by the municipality as may be deemed desirable by the members, to own and provide for the maintenance, operation and improvement of these common areas and facilities.....

I further certify that a certificate has been filed in my office to the effect that a duplicate of said Articles, bearing my certificate, was recorded in the office of the Register of Deeds of **Milwaukee** County, Wisconsin, on **January 22, 1975**.

THEREFORE, The State of Wisconsin does hereby grant unto the said corporation the powers and privileges conferred by the Wisconsin Statutes for the purposes stated and in accordance with said Articles.



In Witness Whereof, I have hereunto set my hand and affixed my official seal, at the Capitol, in the City of Madison, on **January 27, 1975**

*Douglas L. Follett*  
Secretary of State

For 14&15-1971  
\*20  
1\*0

file 832 MAC 598  
**United States of America**  
State of Wisconsin—Department of State

Milwaukee County, Wis.  
RECORDED AT 2150  
on in

To All to Whom These Presents Shall Come, Greeting:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that

- (  ) Articles of Incorporation ( ) Amendment to Articles of Incorporation ( ) Statement of Intent to Dissolve
  - ( ) Articles of Dissolution ( ) Articles of Merger ( ) Name reservation
  - ( ) Articles of Consolidation ( ) Restated Articles ( ) Change of Registered Office and/or Agent
- MUKWONAGO ESTATES MAINTENANCE CORPORATION**
- 4893860**

JAN 22 1975  
Recd 832 Imann 5951  
W. P. Berg 25

of which the attached is a duplicate, was on the date hereof, accepted and filed in my office.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at the Capitol, in the City of Madison, on **JAN 20 1975**



*Douglas LaFollette*  
**DOUGLAS LaFOLLETTE**  
Secretary of State

JAN 22-75 514

ARTICLES OF INCORPORATION  
OF  
MUKWONAGO ESTATES MAINTENANCE CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned resident of the State of Wisconsin, being over the age of twenty-one (21) years, acting as incorporator for the purposes of forming a corporation under Chapter 181 of the Statutes of the State of Wisconsin, do adopt the following Articles of Incorporation for said corporation.

ARTICLE I

The name of the corporation shall be MUKWONAGO ESTATES MAINTENANCE CORPORATION.

ARTICLE II

The existence of the corporation shall be perpetual.

ARTICLE III

The purposes of the corporation shall be to provide a framework for individual property owner participation in the areas of communal interest within the Mukwonago Estates Subdivision to provide such supplemental services to those provided by the municipality as may be deemed desirable by the members, to own and provide for the maintenance, operation and improvement of these common areas and facilities provided within the development for the recreational and esthetic benefit of the members, which areas are designated on the plat of the Mukwonago Estates subdivision, to fix and levy assessments for such purposes, and to enforce any and all covenants, restrictions and agreements applicable to the participating properties. This corporation shall have no power, however, to sell or transfer for other consideration, real property which it has acquired.

ARTICLE IV

This corporation shall be without capital stock and

no dividends shall be paid and no part of its net earnings or the net income of the corporation or any of its assets in liquidation or otherwise shall be distributed to, or inure to the benefit of its members.

ARTICLE V

Every owner of a single family lot or multiple dwelling unit site shall be member of the corporation. Each member shall be subject to a general annual charge or assessment for the purpose of deferring the cost of maintaining, operating and improving the landscaping and related facilities installed in the common areas, or for such other services as the corporation has been authorized to provide to its members. Such annual assessment shall be a pro rata share of the costs incurred by the corporation for such purposes, allocated by the number of single family lots and multiple dwelling units within the subdivision. Said costs shall include, but not be limited to, payment of taxes, insurance, repair, replacement and additions to the improvements made upon said open space and the cost of labor, equipment, materials, management and supervision thereof. The voting power of each member shall be on the basis of one (1) vote per lot or multiple dwelling unit permitted on the site owned. Further membership provisions will be set forth in the By-Laws.

ARTICLE VI

The Board of Directors shall manage the affairs of the corporation. Such Board of Directors shall consist of three (3) members who must be owners of single family or multiple family lots in the subdivision. The manner of selection, qualifications and terms of the office of directors shall be as provided in the By-Laws.

ARTICLE VII

The name and address of the initial registered agent of the corporation is: Michael Rosen, 536 N. 27th St., Milw. Wisconsin 53208.

ARTICLE VIII

The name and address of the incorporator is:  
Michael Rosen, 536 North 27th Street., Milwaukee, Wisconsin 53208

ARTICLE IX

These Articles of Incorporation may be amended in any respect lawful under the Wisconsin Non-Stock Law provided that the amendment does not change substantially the original purposes of the corporation. Such amendment shall be adopted upon receiving affirmative vote of at least a majority of all the members of the corporation.

ARTICLE X

The address of the principal office is 536 North 27th Street, Milwaukee, Wisconsin 53208.


~~The provisions set forth in the Declaration of Restrictions and Covenants for Hulswege Estates which are recorded in the office of the Register of Deeds, Waukesha County, Wisconsin as document number 543402 are incorporated herein by reference.~~

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of November, 1974.

  
Michael Rosen, Incorporator

STATE OF WISCONSIN) )  
MILWAUKEE COUNTY ) SS

Personally came before me this 1st day of November 1974, the above named Michael Rosen, known to me to be the person who executed the foregoing instrument and acknowledged the same.

  
Notary Public, State of Wisconsin  
My commission is permanent

This Document was drafted by Atty. Joel S. Lee

STATE OF WISCONSIN  
DEPARTMENT OF STATE  
FILED

JAN 20 1975

DOUGLAS LAPOLLETTE  
SECRETARY OF STATE

BY-LAWS  
OF  
MUKWONAGO ESTATES MAINTENANCE CORPORATION

ARTICLE I  
NAME AND LOCATION

The name of the corporation is Mukwonago Estates Maintenance Corporation, (hereinafter referred to as the "Corporation"). The principal office of the "Corporation" shall be located at 536 North 27th Street, Milwaukee, Wisconsin, 53208 but meetings of members and directors may be held at such places within the State of Wisconsin, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Corporation" shall mean and refer to Mukwonago Estates Maintenance Corporation, a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes and to its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Mukwonago Estates Maintenance Corporation Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation.

Section 3. "Common Area" shall mean and refer to all real property owned by the Corporation for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Mukwonago Estates excepting the common areas.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Mukwonago Estates,

including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Every owner of one or more multiple family dwelling units or site permitting multiple family units shall be a member of the Corporation. The voting power of such member shall be on the basis of one vote per multiple family dwelling unit permitted on the site owned.

Section 6. "Declarant" shall mean and refer to Waukesha Development, Inc. and its successors or assigns if any such successor or assign should acquire more than one undeveloped Lot from either of them for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions as amended, applicable to the Properties recorded in the Offices of the Register of Deeds of Waukesha County, Wisconsin.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Corporation, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by delivering written notice, either personally or by mail, at least thirty (30) days before such meeting to each voting member entitled to vote thereat, to the member's address last appearing on the books of the Corporation, or supplied by such member to the Corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, any member of any Class of voters may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS : SELECTION : TERM OF OFFICE

Section 1. Number. The affairs of the Corporation shall be managed by a Board of three (3) directors. No director need be a member of the Corporation.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Corporation. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Corporation. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Corporation. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until

the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nomination may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such hour as may be fixed from time to time by resolution by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of Board of Directors shall be held when called by the President of the Corporation, or by any one director, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors then in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall  
power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Corporation. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or by the Declaration.

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from (3) consecutive regular meetings of the Board of Directors; and

(e) employ and prescribe the duties of

(1) a manager

(2) an independent contractor, or

(3) such other employees as they deem necessary.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of the Corporation, and see that their duties are properly performed.

(c) as more fully provided in the Declaration:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and 11/30

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. (A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment);

(e) procure and maintain adequate liability and hazard insurance on property owned by the Corporation;

(f) cause all officers or employees having fiscal responsibilities to be bound, as it may deem appropriate;

- (g) cause the Common Area to be maintained in accordance with the standards stated in the Declaration;
- (h) charge, in its discretion, reasonable fees for the use of any recreational facility situated upon the Common Area.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Corporation shall be a President who shall at all times be a member of the Board of Directors and a Secretary-Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. Each officer of the Corporation shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the Board, with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Secretary-Treasurer

(b) The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Corporation and affix it on all papers requiring said seal, serve required notices of meetings of the Board and of the members, keep appropriate current records showing the members of the Corporation together with their addresses, and shall perform such other duties as required by the Board. In addition, he shall receive and deposit in appropriate bank accounts all monies of the Corporation

and shall disburse such funds as directed by resolution of the Board of Directors, shall co-sign all checks and promissory notes of the Corporation, keep proper books of account, cause an annual audit of the Corporation books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX

##### COMMITTEES

The Directors shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as it deems appropriate in carrying out its purposes.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Corporation shall be available for inspection by any member at the principal office of the Corporation where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Corporation annual and special assessments which are secured by a continuing lien upon the

property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. No Member shall be required to pay an assessment for any lot not fully improved with sewer, water, street, curb, gutter and underground wiring.

#### ARTICLE XII

##### CORPORATE SEAL

The Corporation shall have a corporate seal.

#### ARTICLE XIII

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XIV

##### MISCELLANEOUS

The fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December

of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all of the directors of the MUKWONAGO ESTATES MAINTENANCE CORPORATION have hereunto set out hands this 1st day of November, 1972.

Richard Rosen

William Wojniacki

Jalthe

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 1st day of November, 1972.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 1st day of November, 1972.

{ No Seal }

Joel Ho  
Secretary

DECLARATION OF RESTRICTIONS  
AND COVENANTS FOR  
MUKWONAGO ESTATES

842402

WAUKESHA DEVELOPMENT, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, hereinafter referred to as "Developer",

WHEREAS, the plat of Mukwonago Estates, has been recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on December 19, 1972, as Document No. 857132;

KNOW ALL MEN BY THESE PRESENTS:

That said Developer is the owner of Mukwonago Estates known and described as follows:

MUKWONAGO ESTATES, being a subdivision of part of the South East One-quarter (1/4) of Section numbered Thirty-Five (35), in Township numbered Five (5) North, Range numbered Eighteen (18) East, in the Village of Mukwonago, Waukesha County, Wisconsin, and

intending to establish a general plan for the use, occupancy and enjoyment of said subdivision, said owner hereby declares that for the mutual benefit of the present and future owners of all lots in Mukwonago Estates, all lots therein shall be subject to the following restrictions:

A. Single Family Lots (Lots numbered 1 thru 181)

1. Lots 1 thru 181 inclusive are restricted to the erection of a single family residence building and attached garage.
2. The minimum living area of the single family residence is to be in accordance with and pursuant to R-4 Planned Residential Development Ordinance 9.324 of the Village of Mukwonago.
3. The minimum building setbacks are as follows:
  - a. Front setback: 20 foot minimum.
  - b. Sideyard setbacks: 10 feet and 10 feet.

4. All buildings shall have a two car attached garage.

5. All building plans and exterior design shall be approved by WAUKESHA DEVELOPMENT, INC., or its designated agent.

6. All buildings shall be completed and landscaped within one year from the date of commencement of construction.

B. Duplex Lots (Lots numbered 127 thru 130)

1. Lots 127 thru 130 inclusive are restricted to the erection of a two family residence building and attached garage.

2. The minimum living area of each residence within the building is to be in accordance with and pursuant to the R-4 Planned Residential Development Ordinance 9.324 of the Village of Mukwonago.

3. The minimum building setbacks are as follows:

a. Front setback: 20 foot minimum.

b. Sideyard setbacks: 10 feet and 10 feet.

4. All buildings shall have a two car attached garage.

5. All building plans and exterior design shall be approved by WAUKESHA DEVELOPMENT, INC., or its designated agent.

6. All buildings shall be completed and landscaped within one year from the date of commencement of construction.

C. MULTIPLE DWELLING AREA OUT LOT

1. The Multiple Dwelling Area Out Lot is restricted to the erection of duplexes, garden townhouses or garden apartments in accordance with the R-4 Planned Residential Development Ordinance 9.324 of the Village of Mukwonago.

2. All building plans, exterior design and landscape plans shall be approved by the Developer or his designated agent.

3. Each individual building shall be completed and landscaped within 18 months from the commencement of its construction.

D. DURATION OF RESTRICTIONS

The above restrictions shall be in force for a period of 35 years from date hereof and shall be deemed to run with the land and shall bind the respective owners of such lots, their heirs, successors and assigns, and may be enforced by any of the present and future owners of land in Mukwonago Estates Subdivision.

E. OPEN SPACE (Out Lots - Park Detail)

The Developer as part of its development of Mukwonago Estates has created various open space areas as shown on the recorded plat of Mukwonago Estates. The Developer has also created landscaped court areas within the dedicated streets. The open space areas and court areas have been developed for the common benefit and enjoyment of the owners of Mukwonago Estates as park, recreation and children's play areas. The title to the Out Lot designated private park on the recorded plat upon completion of the improvements thereon by the Developer shall be transferred to MUKWONAGO ESTATES MAINTENANCE CORPORATION. After title has been transferred to MUKWONAGO ESTATES MAINTENANCE CORPORATION the owners of lots in Mukwonago Estates shall be assessed for their just share of the expenses for maintenance and improvements, if any, of the Park Area and the landscaped court areas contained in Mukwonago Estates, and said assessments shall be on the basis as hereinafter set forth.

F. MUKWONAGO ESTATES MAINTENANCE CORPORATION

The Developer has deemed it desirable for the effective preservation of the values and amenities in this Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the open space facilities and administering and enforcing the covenants and restrictions relative to said open space and collecting

and disbursing the assessments and charges hereinafter created. To this end there has been incorporated under the Laws of the State of Wisconsin as a non-profit corporation the MUKWONAGO ESTATES MAINTENANCE CORPORATION, hereinafter referred to as the "Corporation", for the purpose of exercising the functions aforesaid.

1. Membership

Every person or entity who is a record owner of the fee of a lot which is subject by covenants of record to assessment by the Corporation shall be a member of the Corporation.

Every owner of one or more multiple family units or site permitting multiple family units, whether duplexes, townhouses or garden apartments which is subject by covenants of record to assessment by the corporation shall be a member of the Corporation.

Each single family lot and each multiple family dwelling unit site shall be assessed a pro rata share of the annual assessment by the Corporation.

No person or entity who holds an interest merely as security for the performance of an obligation shall be a member.

2. Management

The corporation shall be managed by a Board of Directors consisting of not less than three (3) members. Such directors shall be elected by the Owners of lots and multiple dwelling unit sites within Mukwonago Estates in accordance with the terms of this Declaration and the Articles of Incorporation and By-Laws of the Mukwonago Estates Maintenance Corporation.

3. Voting Rights

The Corporation shall have two classes of voting membership.

Class A - Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each lot or multiple dwelling unit permitted on the site owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot or site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or site. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken each lot or site having co-owners shall file the name of the voting co-owner with the Secretary of the Corporation in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority applicable to all votes until rescinded.

Class B - The Class B member shall be the Developer and shall be entitled to three (3) votes for each lot or dwelling unit site within the multiple dwelling unit lot. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
  - b. on December 31, 1977
4. Annual Assessments

Each lot owner and each owner of a multiple dwelling unit site shall be subject to a general annual charge or assessment determined solely by the Board of Directors of the MUKWONAGO ESTATES MAINTENANCE CORPORATION for the purpose of defraying the costs of maintaining and administering the open space and recreational facilities. Such annual assessment shall be a pro rata share, or one share per lot or multiple dwelling unit site of the costs incurred by the Corporation to maintain the open space for the recreation, health, safety, welfare and enjoyment of its members. Said costs shall include, but not be limited to, payment of taxes, insurance, repair, replacement and additions to the improvements made upon said open space and the cost of labor, equipment, materials, management and supervision thereof.

Waukesha Development, Inc., or its assigns, shall pay its pro rata share of such costs for each platted single family lot and multiple dwelling unit site it still owns in said subdivision with the exception that it shall not be assessed on any lot it owns for additions to said improvements for which it has not consented to the construction or installation thereof.

Such annual assessment shall be levied by the Corporation as of January 1 for such year and a statement for such amount shall be mailed to the owner of each Lot as of such date and be payable on or before March 1 of each year.

The maximum annual assessment shall be Sixty (\$60.00) dollars per lot. Such maximum annual assessment may be changed by a majority of the votes of the members of the Corporation. The assessment, however, as established by the Corporation shall be set taking into consideration the costs of current maintenance and future needs and may be in any lesser amount than the maximum which meets those requirements.

#### 5. Special Assessments

A special assessment may be levied by the Corporation for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the open space if consented to by a two-thirds majority of the votes of the members of the Corporation. Waukesha Development, Inc., or its assigns, shall not be assessed for any such capital improvements for any lot or multiple dwelling unit site it owns for which it has not consented to the construction or installation thereof.

#### 6. Delinquent Assessments

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on

the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. This delinquent assessment shall also be a personal obligation of the then owner of the lot or lots involved and shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of a delinquency of the rate of seven percent (7%) per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment, the costs of preparing and filing the complaint in such action, and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

7. Proof of Payment

The corporation shall, upon demand at any time, furnish to any lot owner a certificate in writing signed by an officer of the Corporation setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

8. Village of Mukwonago's Contingent Right To Assume Maintenance

In the event the Village of Mukwonago shall at any future date assume the maintenance of the open space, either at the request of the Corporation or because said Corporation

is not maintaining said open space to the satisfaction of the Village of Mukwonago, the Village of Mukwonago shall have the power and authority to levy and collect a special assessment annually from each lot in Mukwonago Estates for the operation and cost of maintenance of the open space or any improvements thereon within Mukwonago Estates in the same proportion as set forth in this declaration of restrictions. For these purposes Mukwonago Estates shall constitute an assessment district.

In presence of:

WAUKESHA DEVELOPMENT, INC.

[Signature]

By: Michael D. Rosen - Pres.  
MICHAEL D. ROSEN

[Signature]  
JOEL S. LEE

By: Catherine Wojnowski  
CATHERINE WOJNOWSKI

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) SS.

Personally came before me this 1st day of November, 1972, Michael D. Rosen, President and Catherine Wojnowski, Secretary of WAUKESHA DEVELOPMENT, INC. to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

[Signature]  
Notary Public, State of Wisconsin  
JOEL S. LEE  
My commission is permanent.

DRAFTED BY: ATTORNEY JOEL S. LEE

REGISTER'S OFFICE, SS 842402

RECEIVED AND RECORDED THE 1 DAY  
MARCH 1973 AT 9:04  
A RECORD IN REEL 8  
25

[Signature]  
REGISTER

Return to  
Fisher, Lee & Lilly  
733 North Van Buren

6/52

REF: 058 MAR 509

AMENDMENT TO DECLARATION OF RESTRICTIONS  
AND COVENANTS FOR HUKWONAGO ESTATES

866158

WAUKESHA DEVELOPMENT, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, hereinafter referred to as "Developer";

WHEREAS, the plat of Hukwonago Estates, has been recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on December 19, 1972, as Document No. 837132;

WHEREAS, a surveying error has necessitated the correction of the plat of Hukwonago Estates, resulting in the creation of the plat of Hukwonago Estates East out of a portion of the original Hukwonago Estates plat.

KNOW ALL MEN BY THESE PRESENTS:

That said Developer is the owner of Hukwonago Estates and Hukwonago Estates East being known and described as follows:

HUKWONAGO ESTATES, being a subdivision of part of the South East One-quarter (1/4) of Section numbered Thirty-Five (35), in Township numbered Five (5) North, Range numbered Eighteen (18) East, in the Village of Hukwonago, Waukesha County, Wisconsin.

HUKWONAGO ESTATES EAST, being a subdivision of part of the South East One-quarter (1/4) of Section numbered Thirty-Five (35), in Township numbered Five (5) North, Range numbered Eighteen (18) East, in the Village of Hukwonago, Waukesha County, Wisconsin; and

intending to establish the same general plan for the use, occupancy and enjoyment of the Hukwonago Estates East subdivision as has been established for the Hukwonago Estates subdivision, said owner hereby declares that for the mutual benefit of the present and future owners of all lots in Hukwonago Estates East and Hukwonago Estates, all lots in Hukwonago Estates East shall be subject to the following restrictions:

SINGLE FAMILY LOTS (Lots numbered 21 through 58)

1, Lots 21 through 58 inclusive are restricted to

the erection of a single-family residence building and attached garage.

2. The minimum living area of the single-family residence is to be in accordance with and pursuant to R-4 Planned Residential Development Ordinance 9.324 of the Village of Mukwonago.

3. The minimum building setbacks are as follows:

(a) Front Setback: 20 foot minimum.

(b) Sideyard setbacks: 10 feet and 10 feet.

4. All buildings shall have a two-car attached garage.

5. All building plans and exterior design shall be approved by WAUKESHA DEVELOPMENT, INC., or its designated agent.

6. All buildings shall be completed and landscaped within one year from the date of commencement of construction.

7. Lots 21 through 58 shall also be subject to all of the restrictions and covenants set forth in the paragraphs designated as follows in the DECLARATION OF RESTRICTIONS AND COVENANTS FOR HUKWONAGO ESTATES.

Paragraph D. Duration of Restrictions.

Paragraph E. Open Space (Outlots - Park Detail).

Paragraph F. Mukwonago Estates Maintenance Corporation.

DUPLEX LOTS (Lots numbered 1 through 20)

1. Lots 1 through 20 inclusive are restricted to the erection of a two-family residence building and attached garage.

2. The minimum living area of each residence within the building is to be in accordance with and pursuant to R-4 Planned Residential Development Ordinance 9.324 of the Village of Mukwonago.

3. The minimum building setbacks are as follows:

(a) Front setback: 20 foot minimum.

(b) Sideyard setbacks: 10 feet and 10 feet.

4. All buildings shall have a two-car attached garage.

5. All building plans and exterior design shall be approved by WAUKESHA DEVELOPMENT, INC., or its designated agent.

6. All buildings shall be completed and landscaped within one year from the date of commencement of construction.

7. Lots 1 through 20 shall also be subject to all of the restrictions and covenants set forth in the paragraphs designated as follows in the DECLARATION OF RESTRICTIONS AND COVENANTS FOR HUKWONAGO ESTATES.

Paragraph D. Duration of Restrictions.

Paragraph E. Open Space (Outlots - Park Detail).

Paragraph F. Hukwonago Estates Maintenance Corporation.

Paragraph B. of the DECLARATION OF RESTRICTIONS AND COVENANTS FOR HUKWONAGO ESTATES as recorded in the Register's Office, Waukesha County, Wisconsin, on March 1, 1973, in Reel 31, Image 25 as Document No. 842402 is hereby deleted in its entirety.

The DECLARATION OF RESTRICTIONS AND COVENANTS FOR HUKWONAGO ESTATES recorded in the Register's Office Waukesha County, Wisconsin on March 1, 1973, in Reel 31, Image 25 as Document No. 842402 shall hereafter be known as the DECLARATION OF RESTRICTIONS AND COVENANTS FOR HUKWONAGO ESTATES AND HUKWONAGO ESTATES EAST and said designation shall be applicable to all lots in the plats of the Hukwonago Estates and Hukwonago Estates East subdivision plats.

Nothing herein contained shall in any manner be interpreted to limit or restrict any of the provisions contained in the original DECLARATION OF RESTRICTIONS AND COVENANTS FOR HUKWONAGO ESTATES, and the terms and conditions thereof shall remain the same and in full force and effect.



AMENDMENT TO DECLARATION OF RESTRICTIONS  
AND COVENANTS FOR MUKWONAGO ESTATES  
AND MUKWONAGO ESTATES EAST

996662

1:2 PAGE 866

WAUKESHA DEVELOPMENT, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, hereinafter referred to as "Developer";

WHEREAS, the plat of Mukwonago Estates has been recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on December 19, 1972 as Document No. 837132;

WHEREAS, the plat of Mukwonago Estates East has been recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on November 23, 1973, as Document No. 868349.

KNOW ALL MEN BY THESE PRESENTS:

That said Developer is the owner of Mukwonago Estates and Mukwonago Estates East being known and described as follows:

MUKWONAGO ESTATES, being a subdivision of part of the South East One-quarter (1/4) of Section numbered Thirty-five (35), in Township numbered Five (5) North, Range numbered Eighteen (18) East, in the Village of Mukwonago, Waukesha County, Wisconsin.

MUKWONAGO ESTATES EAST, being a Resubdivision of Lots No. 43 and 44, 56 to 61, inclusive, 78 to 82, inclusive, 103 and 104, 157 to 200 inclusive, outlot 1, part of Outlot 2 and all of Outlots 3, 4 7 and 8 in Mukwonago Estates, being a subdivision of part of the North East One-quarter (1/4), North West One-quarter (1/4) and South West One-quarter (1/4) of the South East One-quarter (1/4) of Section Thirty-five (35), in Township Five (5) North, Range Eighteen (18) East, in the Village of Mukwonago, Waukesha County, Wisconsin, and

intending to establish the same general plan for the use, occupancy and enjoyment of both the Mukwonago Estates and Mukwonago Estates East subdivisions, said Owner hereby declares that for the mutual benefit of the present and future owners of all lots in Mukwonago Estates and Mukwonago Estates East, all lots therein shall be subject to the Declaration of Restrictions and Covenants for Mukwonago Estates

REEL 112 PAGE 867

filed in the Register's Office, Waukesha County, Wisconsin, as document No. 842402 and the Amendment to Declaration of Restrictions and Covenants for Mukwonago Estates filed in the Register's Office, Waukesha County Wisconsin as document No. 866188; as hereinafter amended.

FIRST:

The only remaining single family lots in Mukwonago Estates after the recording of the plat of Mukwonago Estates East are the following:

Lots 22 thru 42 inclusive; Lots 45 thru 55 inclusive;  
Lots 62 thru 77 inclusive; Lots 83 thru 102 inclusive;  
Lots 105 thru 156 inclusive.

SECOND:

Subparagraph 5 "All building plans and exterior design shall be approved by WAUKESHA DEVELOPMENT, INC., or its designated agent." is hereby deleted in its entirety from the Declaration of Covenants and Restrictions for both Mukwonago Estates and Mukwonago Estates East subdivisions as it applies to both SINGLE FAMILY LOTS and DUPLEX LOTS.

THIRD:

Paragraph C of the DECLARATION OF RESTRICTIONS AND COVENANTS FOR MUKWONAGO ESTATES as recorded in the Register's Office, Waukesha County, Wisconsin, on March 1, 1973, in Reel 31, Image 25 as Document No. 842402 is hereby deleted in its entirety. The Multiple Dwelling Area described as Out Lot No. 1 in the plat of Mukwonago Estates East is hereby excluded from the DECLARATION OF RESTRICTIONS AND COVENANTS FOR MUKWONAGO ESTATES AND MUKWONAGO ESTATES EAST.

Except as expressly hereby amended, nothing herein contained shall in any manner be interpreted to limit or restrict any of the provisions contained in the Declaration of Restrictions and Covenants for Mukwonago Estates and Mukwonago Estates East and the terms and conditions thereof shall remain the same and in full force and effect.

FOURTH:

112 868

Paragraph D of the DECLARATION OF RESTRICTIONS AND COVENANTS FOR MUKWONAGO ESTATES as recorded in the Register's Office, Waukesha County, Wisconsin, on March 1, 1973, in Reel 31, Image 25, as Document No. 842402 is hereby amended by the addition of the following:

The above restrictions shall also be enforceable by the agency hereinafter designated MUKWONAGO ESTATES MAINTENANCE CORPORATION. Failure by MUKWONAGO ESTATES MAINTENANCE CORPORATION or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

FIFTH:

Paragraph F, Item 1, Membership, of the DECLARATION OF RESTRICTIONS AND COVENANTS FOR MUKWONAGO ESTATES as recorded in the Register's Office, Waukesha County, Wisconsin, on March 1, 1973, in Reel 31, Image 25, as Document No. 842402 is hereby amended by the addition of the following subparagraphs:

Every owner of a lot which is subject to assessment shall be a member of the MUKWONAGO ESTATES MAINTENANCE CORPORATION. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Every owner shall have a right and easement of enjoyment in and to the open space court areas and Out Lots developed for the common benefit and enjoyment of the owners, which shall be appurtenant to and shall pass with the title to every lot.

Paragraph F, Item 4, Annual Assessments, is hereby modified and amended as follows: Item 4 is modified by the deletion in its entirety of the following subparagraph:

"Waukesha Development, Inc., or its assigns, shall pay its pro rata share of such costs for each platted single family lot and multiple dwelling unit site it still owns in said subdivision with the exception that it shall not be assessed on any lot it owns for additions to said improvements for which it has not consented to the construction or installation thereof."

SELL 1 1/2 PAGE 870

IN WITNESS WHEREOF, the undersigned have hereunto set  
its hand and seal on the 10<sup>th</sup> day of March, 1975.

WAUKESHA DEVELOPMENT, INC.

Michael D. Rosen  
Michael D. Rosen, President

Attest:

Catherine Wojnowski  
Catherine Wojnowski, Secretary

The undersigned being individual owners of certain lots  
in Mukwonago Estates and Mukwonago Estates East do hereby agree,  
consent to and in all ways approve the above set forth amendment  
to the restrictions recorded as Document No. 842402 and the amendment  
thereto recorded as Document No. 866188.

Jeffery P. Gratz

Dianne P. Gratz  
Dianne P. Gratz

Owners of Lot 32 in Mukwonago Estates

OLYMPIC HOMES REALTY, INC.

BY Sidney J. Friedman  
Sidney J. Friedman, President

Attest:

Elaine B. Friedman  
Elaine B. Friedman, Secretary

Owners of Lots 39, 40, 41, and 42  
in Mukwonago Estates

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) SS

112 (12) (12)

Personally came before me this 10th day of March, 1975, the above named MICHAEL D. ROSEN and CATHERINE WOJNOWSKI, to me known to be the President and Secretary respectively of WAUKESHA DEVELOPMENT, INC. who executed the foregoing instrument and acknowledged same on behalf of the corporation.

SEAL

Louise Manriquez, Notary Public  
State of Wisconsin

My commission expires 6/26/77.

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) SS

Personally came before me this 11 day of MARCH, 1975, the above named Jeffery P. Gratz and Dianne P. Gratz to me known to be the persons who executed the foregoing instrument and acknowledged same.

SEAL

Harold Melman  
Notary Public  
State of Wisconsin

My commission: EXPIRES 9/3/78

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) SS

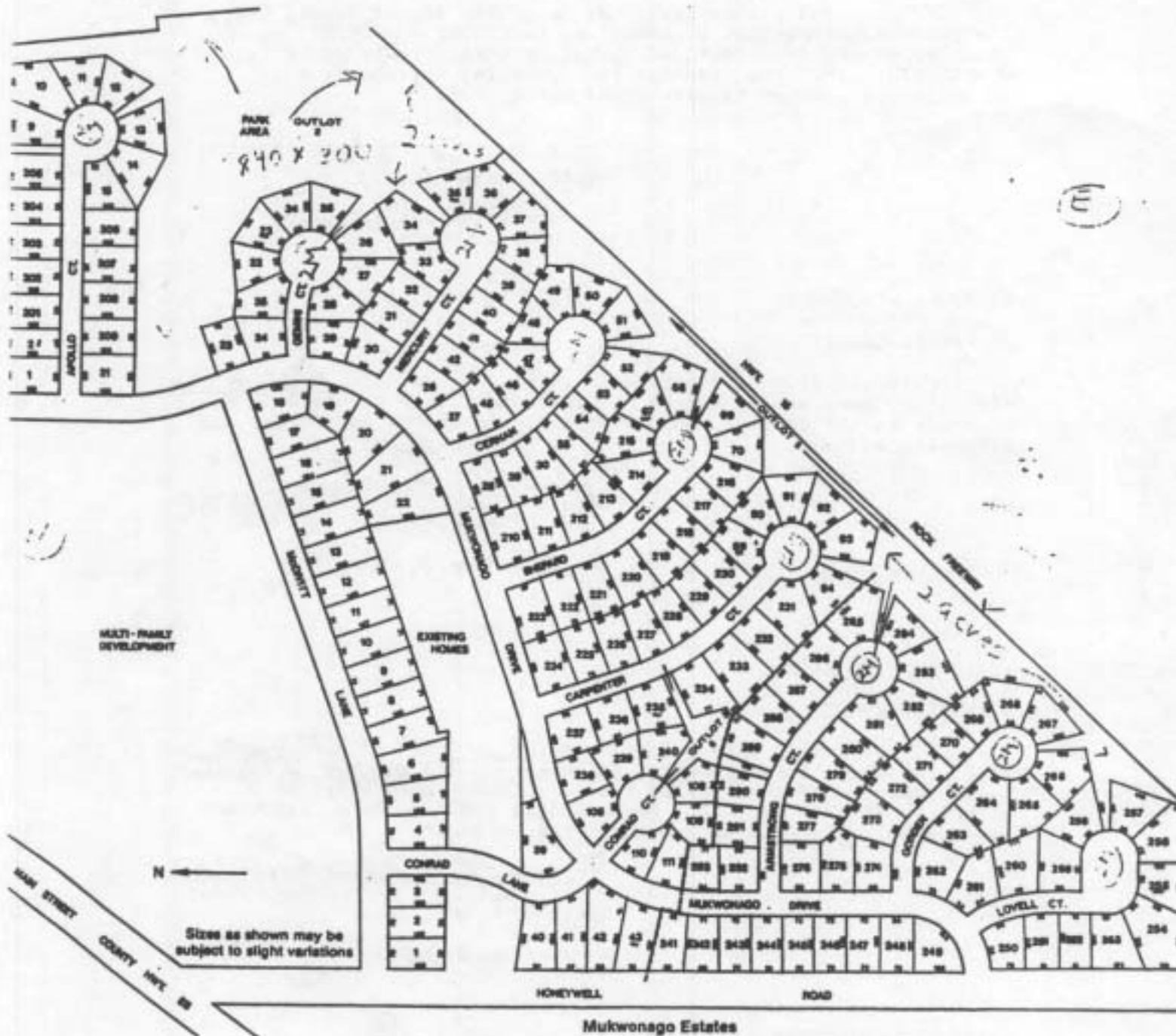
Personally came before me this 11 day of MARCH, 1975, the above named SIANEY J. FRIEDMAN and ELAINE B. FRIEDMAN to me known to be the President and Secretary respectively of OLYMPIC HOMES REALTY, INC., who executed the foregoing instrument and acknowledged same on behalf of the corporation.

SEAL

Harold Melman  
Notary Public  
State of Wisconsin

My commission EXPIRES 9/3/78

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY JOEL S. LEE.



Mukwonago Estates