

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 1 thru 100)

1. Lots 1 thru 100 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: AGENCY JOEL S. LEE

REGISTER'S OFFICE, SS. 842402

RECEIVED AND RECORDED THE 1 DAY
MARCH A. D. 1973 AT 9:04
A RECORDS IN REEL 25

[Signature]
REGISTER

Return to
Fisher, Lee & Lilly
753 North Van Buren

6/52

REF: 058 MAY 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 MUKWONAGO 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 setbacks: 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 (Oulots - 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

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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

REF 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:

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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."

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IN WITNESS WHEREOF, the undersigned have hereunto set
its hand and seal on the 10th 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

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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 Meidman, Notary Public
State of Wisconsin

My commission: EXPIRES 9/3/78

STATE OF WISCONSIN
MILWAUKEE COUNTY }SS

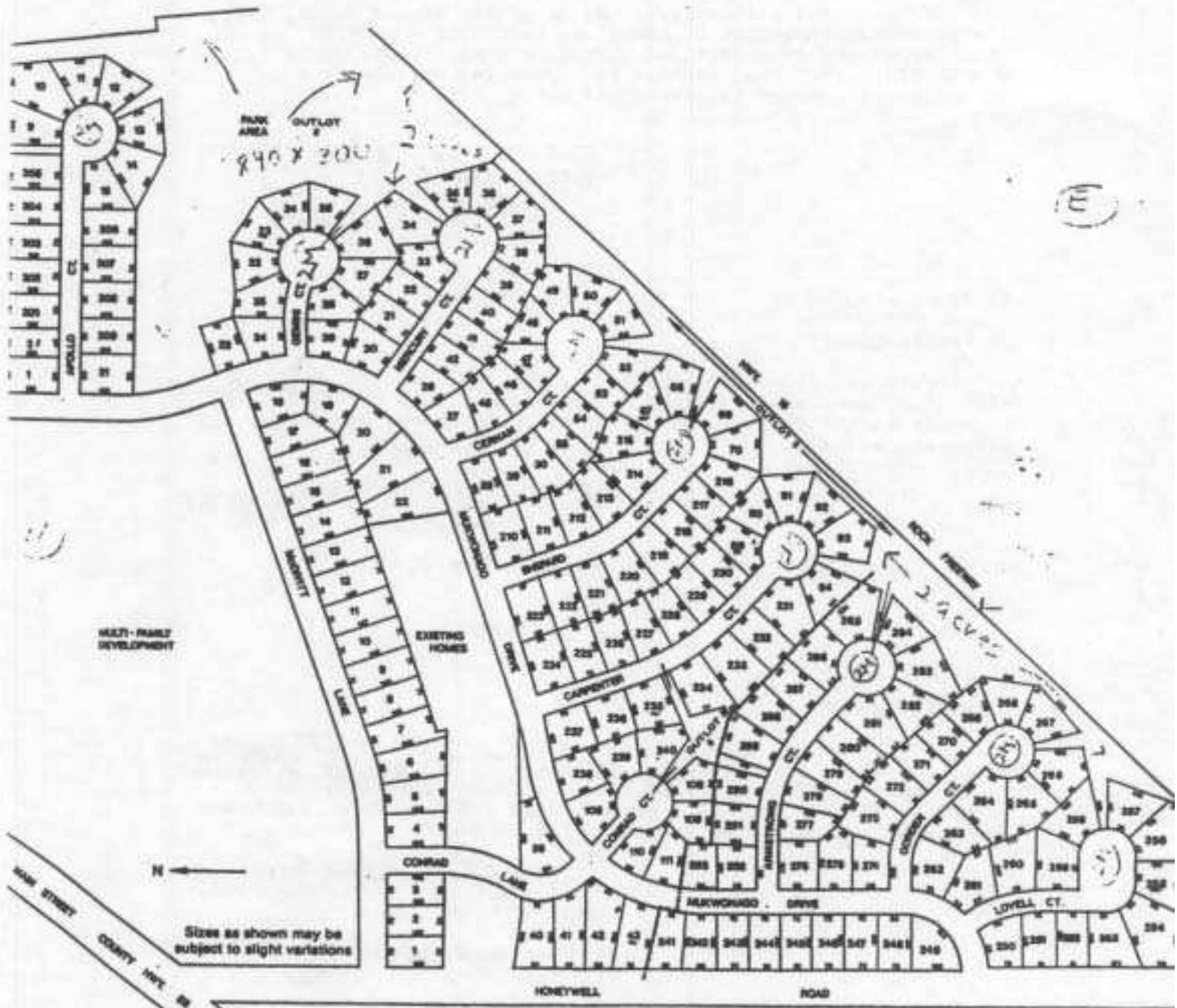
Personally came before me this 11 day of MARCH, 1975, the above named SIANEY J. FRIEDMAN and CLAUDE B. FRIEDMAN to me known to be the President and Secretary respectively of OLYMPIC HOMES REALTY, INC., who executed the foregoing instrument and acknowledged same on behalf of the corporation.

SEAL

Harold Meidman, Notary Public
State of Wisconsin

My commission EXPIRES 9/3/78

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY JOEL S. LEE.



Mukwonago Estates

(11)