

**DECLARATION OF RESTRICTIONS
FOR
QUIETWOOD CREEK**

KNOW ALL PERSONS BY THESE PRESENTS; that **QUIETWOOD CREEK LLC** is a limited liability corporation duly organized and existing under and by the virtue of the State of Wisconsin. (herein referred to as "Developer", which terms shall also include the duly authorized agent to Developer). Developer is the owner of the premises described as follows (herein referred to as "QUIETWOOD CREEK").

QUIETWOOD CREEK

Being a part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 3, and the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), and the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 10, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.

Developer, intending to establish a general plan for the use, occupancy and enjoyment of Quietwood Creek does hereby declare that, for the mutual benefit of present and future owners, Quietwood Creek shall be subject to the following restrictions.

1. **General Applicability** Unless specifically stated otherwise within this Declaration, all of the restrictions stated in this Declaration are applicable to all lots 1-142 of the Plat of Quietwood Creek.
2. **Building Restrictions** The following restrictions are applicable to all single-family lots:
 - a. Only one 1-story, 1 1/2 story, 2 story, split-level or bi-level single-family residential building and attached garage may be erected per lot.
 - b. The minimum living area of a 1-story home shall be 1600 square feet.
 - c. The minimum living area of the first floor of a 1 1/2-story home shall be 1100 square feet.
 - d. The minimum living area of a 2-story home shall be 1100 square feet on the first floor, and 1900 square feet total.
 - e. The minimum living area of a split-level or bi-level home shall be 1300 square feet total on the upper two levels.
 - f. Garages must be attached to the home directly, by breezeway, or in the basement of the home, and must be constructed at the same time as the home. The maximum size of any garage shall be 900 square feet.
 - g. The house, garage and paved driveways to the garage must be completed within one year after the first start of construction.
 - h. Minimum setbacks shall be 30 feet from the front lot line with side yard

setbacks a minimum of 10 feet on one side, all other sides shall be 15 feet. Rear yard setbacks shall not be less than 20 feet. Corner lots shall have a 30 foot street setback from both streets.

- i. There will be no outside storage of boats, trailers, buses, trucks, RV, campers or other vehicles or items deemed unacceptable by the Developer.
 - j. All building plans, including the exterior design of each building, and basic site features such as landscaping, lighting, fences, garden structures, satellite dishes, swimming pools, additions and other temporary or permanent structures which affect the overall aesthetics of the Development, must be approved by the Developer in writing prior to construction, and prior to application for a building permit when one is required.
 - k. In lieu of public street lights, one outdoor electric post-mounted lamp with photoelectric controls, must be installed.
3. **Lot Grading** Each lot owner must strictly adhere to and finish grade his lot in accordance with the Master Grading Plan on file in the office of the Subdivider and the office of the City Building Inspector unless a change is approved by the City Engineer. The Subdivider and/or the City and/or the agents, employees or independent contractors shall have the right, but not the responsibility, to enter upon any lot, at any time, for any purpose of inspection, maintenance, correction of any drainage conditions and the property owner is responsible for the cost of the same.
4. **Pond Liability** Storm water retention ponds have been created and are required by the City of Muskego to assist in the removal of sediment and detention of storm water in Quietwood Creek. The storm water retention ponds are not intended to be used for swimming or recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Any person entering into or using the storm water retention ponds for such use is strictly prohibited. Any persons entering into or using the storm water retention ponds either intentionally or accidentally do so at their own risk. By purchase of a Lot in Quietwood Creek, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the City of Muskego, the Developer, the Quietwood Creek Homeowner's Association, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention ponds. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the City of Muskego, the Developer, the Quietwood Creek Homeowner's Association, and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), including those arising from any injury or damage to any person

(including death) or property sustained in or about or resulting from the use or existence of the storm water retention ponds.

5. **Business Parcel** Quietwood Creek is part of an Overlay Planned Development District which includes an area north of the residential development which shall initially be known as lot 143 in Quietwood Creek with frontage on Janesville Road which has been conceptually zoned Business (B-3) by the City of Muskego. Owners are hereby put on notice that the Business area may contain future construction of a Business nature that may be approved exclusively by the City of Muskego. No owner shall have the right to object to any such Business use or construction, nor shall any Owner assert the right to claim that it has incurred or will incur a loss or damage as a result thereof.
6. **Parade of Homes** Declarant discloses that Declarant may arrange for the Subdivision or any phase thereof to be included in a "Parade of Homes" or similarly titled event in which members of the public are invited to inspect, at one time, a number of Lots improved by buildings constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slow downs, and large crowds, and may continue for a period of several weeks. By acceptance of a deed or other conveyance to a Lot, an Owner is deemed to acknowledge the possibility of such event and is deemed to have waived any objection to the issuance of any municipal permits required for such event. Developer is not, however, required to include the Subdivision in any such event, and may base its decision of whether or not to do so on Developer's individual needs.
7. **Owner's Association** An incorporated association of the owners of single family lots in Quietwood Creek is hereby created for the purposes of managing and controlling Common Areas, as defined below, and performing other duties as set forth herein for the common benefit of the Owners. This owner's association will formally be titled Quietwood Creek Homeowner's Association, and it is referred to herein as the Association. The membership of the Association will be comprised of the owners, or the authorized agents of the owners, of lots in the Development. Members of the Association are referred to herein as the Owners.
8. **Management Committee** The Association will be governed by a Board of Directors as referred to herein as the Board. The Board will conduct and manage all of the responsibilities of the Association. The members of the Board will be selected as follows:
 - a. At any time that the Developer owns Fifty Percent (50%) or more of the lots including all future additions to the Development, all three of the Board members will be appointed by the Developer.
 - b. At any time that the Developer owns between Twenty and Fifty Percent (20-50%) of the lots in the Development, including all future additions to the

Development, two members of the Board will be appointed by the Developer, and one member will be chosen according to the procedure stated below.

- c. At any time that the Developer owns between Five and Twenty Percent (5-20%) of the lots in the Development, including all future additions to the Development, one member of the Board will be appointed by the Developer and two members will be chosen according to the procedure below.
- d. At any time that the Developer owns fewer than Five Percent (5%) of the lots in the Development, including all future additions to the Development, all three members of the Board will be chosen according to the procedure stated below.

9. **Election of Committee Members** The initial members of the Committee will be William W. Carity, P. Kenneth Servi, and Kristin N. Carity. The initial members will serve until December 31, 2002.

- a. No later than sixty (60) days before the expiration of any term of the Board members, a notice of the election of Board members will be sent to all Owners. The notice will state the number of board positions that are subject to election, according to the criteria stated in sections 8a, 8b, 8c, and 8d, and will solicit nominations for those positions. The notice will also state the date, time and place for a meeting of the Association, to be held no later than ten (10) days prior to the expiration of any term of the Board members, at which time an election of Board membership will take place.
- b. At the election meeting, the nominations for the Board membership will be announced, and additional nominations may be taken from the floor. Only owners may be nominated for Board membership, except for the initial members named above, who may be re-appointed to successive terms by the Developer, subject to the criteria of sections 8a, 8b, 8c, and 8d.
- c. Each owner is entitled to vote in person or by written proxy in elections for selecting members of the Board. Owners will have one vote for each single family lot owned.
- d. Board membership will be assigned to those Owners receiving the greater number of votes at the meeting.
- e. Except for the initial members, Board members terms will be as specified in the By-Laws of the Association. If any member of the Board dies, resigns, becomes unable to act or is no longer an Owner, the unexpired term of such member must be filled by a special election by the Board Members, or appointment by the Developer, if applicable, at a meeting called as soon as possible after the Board vacancy exists.

10. **Common Area Definition** Wherever used in this Declaration or the By-Laws of the Association, the term Common Area shall include:

- a. All areas within Quietwood Creek which are not owned by any Owner, or which are owned by the Association.
- b. The areas which are generally identified as such on the plat of Quietwood Creek which is attached as Exhibit "B".
- c. Outlots 1-7 in Quietwood Creek.
- d. All lawn and landscaped areas, and any entrance monuments, fencing and lighting, contained within the public right-of-way associated with Quietwood Circle; and all such areas contained within landscaping easements or pedestrian easements within Quietwood Creek.
- e. Any storm water drainage easements contained on private lots within Quietwood Creek.
- f. Any future stages of the development that will be designated as a Common Area by the Association or the Developer.

11. **No Agency for Other Owners** No Owner, other than members of the Board, has any authority to act for the Association or the other Owners, as agent or otherwise to bind the Association or the other Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

12. **Wetland Buffer** The State of Wisconsin Department of Natural Resources, according to Permit No. 3-SE-99-0230 / 0246 as amended, has required that all lots adjacent to jurisdictional wetlands as shown on the Final Plat of Quietwood Creek shall have a natural unmowed buffer of 25 feet that shall be maintained around the wetland area of the subject lot. This requirement affects lots # 9, 10, 11, 20, 101, 102, 103, 104, 105, 106, and 107 in the plat of Quietwood Creek. An exception to this requirement is lots 109 and 111 which shall maintain a natural unmowed buffer of 12 feet around the wetland area.

13. **Utility Easements** Developer has the right to grant and convey easements to the City or to any public or private utility company or individual party upon, over, through or across those portions of any lot in the Development for purposes of allowing the City, individual party or utility service to any lot or lots or through any portions of the Subdivision or for purposes of facilitating said services within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot Owner, until such time as Developer has conveyed legal title to all lots platted or to be platted in the Subdivision to persons other than a successor - Developer.

14. **Maintenance Easements** Certain lots in Quietwood Creek have or will have storm water drainage or maintenance easements. These easements are within defined boundaries in these lots, and are restricted to only such areas, methods of access and duration as are reasonably required to perform necessary maintenance to the

easements or storm water retention ponds or drainage ways. If a property owner does not perform required maintenance in the easement area, the City of Muskego is authorized but not required to perform said maintenance. The costs and expenses associated with said maintenance shall be entered on the tax roll as a special assessment against the property and collected with any other taxes levied thereon for the year in which the work is completed.

15. **No Waiver of Rights** Any failure of the Association or the Committee to enforce any provisions contained in this Declaration will not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent action.
16. **Future Development** The Developer, its successors and assigns have the right to bring within this Declaration future stages of the Development, provided such future stages are adjacent to the existing Development. Any future stages added to this Declaration authorized under this sub-section will be added by recording a Supplemental Declaration of Covenants and Restrictions with respect to the future stages which will extend the provisions of this Declaration to such future stages. Except with respect to increasing the numbers of Owners, such supplementary declaration may not revoke, modify or add to the covenants established by this Declaration.
17. **Amendments** This Declaration may be amended by recording in the office of the Register of Deeds for Waukesha County, Wisconsin, a document to that effect executed by the Developer (so long as it owns any lots) and the owners of at least fifty percent (50%) of all then-existing owners of platted lots in the Development, and their mortgagors, with all signatures duly notarized. After full conveyance of all lots by Developer, such amendments shall be executed by the owners of at least sixty (60%) of all the existing owners of platted lots. Such amendment will become effective only upon recording. Notwithstanding the foregoing provisions of this Section, Developer may amend this Declaration without the consent of any of the lot Owners solely to effect an expansion of Quietwood Creek to include contiguous parcels of real estate as may be acquired by Developer from time to time, or to amend the Declaration for subsequent phases of Quietwood Creek.
18. **Duration of Restrictions** These restrictions will be in force perpetually from the date hereof and will be deemed to run with the land, to bind the owners and their successors and assigns, and be enforceable by any Owner. This Declaration is executed by the Developer's signatures below, and is effective upon recording by the Waukesha County Register of Deeds.

Quietwood Creek LLC

William W. Carity
William W. Carity Co Managing Member

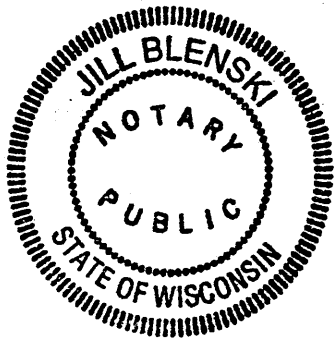
8-7-00
Date

P. Kenneth Servi
P. Kenneth Servi Co Managing Member

8.7.00
Date

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

Personally came before me this 7th day of August, 2000, the above named William W. Carity and P. Kenneth Servi, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Jill Blenski

Notary Public, Waukesha County, Wisconsin
My commission expires 9-17-2000

THIS INSTRUMENT DRAFTED BY:
WILLIAM W. CARITY
C/O CARITY LAND CORP.
12720 W. NORTH AVE.
BROOKFIELD, WI 53005