

Second Amendment to  
DECLARATION OF RESTRICTIONS FOR  
DEER PATH

Document Number

Document Title

RE: DECLARATION OF RESTRICTIONS FOR DEER PATH

Deer Path is a subdivision of 118 lots owned by the members of Deer Path Homeowners' Association, Inc., which is a Wisconsin non-stock corporation. The property is known as:

Deer Path, being all that part of the SE ¼ and SW ¼ of the NW ¼, and the NE ¼, NW ¼ and SE ¼ of the SW ¼ of Section 13, T6N, R19E, City of Waukesha, Waukesha County, Wisconsin.

At the annual meeting of Deer Path Homeowners' Association, Inc. on May 3, 2010, the members approved proposals to amend the DECLARATION OF RESTRICTIONS FOR DEER PATH (which is recorded as document #2613762), as amended by the Amendment to DECLARATION OF RESTRICTIONS FOR DEER PATH (which is recorded as document #3451979). There were 74 votes for approval of the proposals. The 74 votes for approval represent more than 62% of the lots affected by the proposals, which meets the 50% minimum requirement specified in document #3451979. Specifically, the DECLARATION OF RESTRICTIONS FOR DEER PATH, as amended on January 9, 2007, is changed as follows:

The **MEMBERSHIP** paragraph in **ARTICLE V. ARCHITECTURAL APPROVAL** is changed to read as follows:

**MEMBERSHIP.** The Architectural Control Committee shall consist of the members of the Board of Directors of Deer Path Homeowners' Association, Inc. The Board shall act as the Architectural Control Committee and shall have the powers and authority of the Architectural Control Committee that are described in this Declaration.

The text in the last sentence of **ARTICLE XII. HOMEOWNERS ASSOCIATION** that reads "the assessment shall bear interest from the date of delinquency" is changed to "the assessment shall bear interest from the date when the assessment was first due."

The text following the heading **ARTICLE XVI. MODIFICATION AND AMENDMENT** is changed to read as follows:

Any of the foregoing restrictions, protections, covenants, changes or provisions may be annulled, waived, changed, modified, or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the owners of more than fifty percent (50%) of the lots affected by these declarations. Said declaration shall be executed as required by law so as to entitle it to be recorded and it shall be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, before it shall be effective.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). WRDA HB Rev. 1/8/2004

3748445

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

June 04, 2010 02:58 PM  
James R Behrend  
Register of Deeds

2 PGS  
TOTAL FEE: \$13.00  
TRANS FEE: \$0.00  
Book Page -



Recording Area

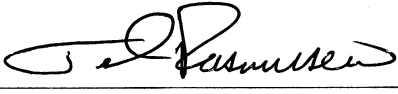
Name and Return Address

John Rasmussen  
Deer Path HOA  
P.O. Box 1986  
Waukesha, WI 53187-1986

Parcel Identification Number (PIN)


Second Amendment to  
DECLARATION OF RESTRICTIONS FOR  
DEER PATH

Dated this 24 day of May, 2010.

Signed by   
John Rasmussen  
President of Deer Path Homeowners' Association, Inc.

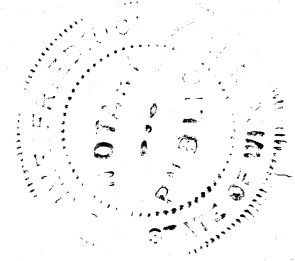
STATE OF WISCONSIN, County of Waukesha

Subscribed and sworn to me on May 24, 2010 by the above-named person, John Rasmussen

Signature of notary or other person authorized to administer an oath   
(as per s. 706.06, 706.07)

Print name: Jaime Friedrich

Title: Notary of Republic My commission expires: 01/01/2012



This document was drafted by Michael D. Jaquint, Treasurer of Deer Path Homeowners' Association, Inc.  
P.O. Box 1986, Waukesha, WI 53187-1986





WC3451979-001

001044 JAN 22 5

Amendment to  
DECLARATION OF RESTRICTIONS FOR  
DEER PATH  
Document Title

3451979

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

01-22-2007 1:40 PM

MICHAEL J. HASSLINGER  
REGISTER OF DEEDS

REC. FEE: 4.00  
REC. FEE-CO: 5.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 1

## RE: DECLARATION OF RESTRICTIONS FOR DEER PATH

Deer Path is a subdivision of 118 lots owned by the members of Deer Path Homeowners' Association, Inc., which is a Wisconsin non-stock corporation. The property is known as:

Deer Path, being all that part of the SE ¼ and SW ¼ of the NW ¼, and the NE ¼, NW ¼ and SE ¼ of the SW ¼ of Section 13, T6N, R19E, City of Waukesha, Waukesha County, Wisconsin.

At the annual meeting of Deer Path Homeowners' Association, Inc. on January 9, 2007, the members approved a proposal to amend ARTICLE XVI of the DECLARATION OF RESTRICTIONS FOR DEER PATH, which is recorded as document #2613762. There were 87 votes for and 5 votes against approval of the proposal. The 87 votes for approval represent more than 73% of the lots affected by the proposal, which meets the 60% minimum requirement specified in document #2613762 to make a change to that document. Specifically, ARTICLE XVI of the original Declaration was changed to read as follows:

**ARTICLE XVI. MODIFICATION AND AMENDMENT**

After five (5) years from the date of recording of this Declaration, any of the foregoing restrictions, protections, covenants, conditions, changes or provisions may be annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the owners of at least fifty percent (50%) of the lots affected by these declarations, and with the consent of the undersigned so long as Developer shall own any of said lots except that so long as Developer shall own fifty percent (50%) of the lots affected by these declarations, the Developer may modify or amend any of the foregoing restrictions, covenants and conditions as to any unsold lots. Said declaration shall be executed as required by law so as to entitle it to be recorded and it shall be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, before it shall be effective.

## Recording Area

## Name and Return Address

John Rasmussen  
Deer Path HOA  
P.O. Box 1986  
Waukesha, WI 53187-1986

Parcel Identification Number (PIN)

Dated this 18 day of January, 2007

Signed by [Signature]  
John Rasmussen  
President of Deer Path Homeowners' Association, Inc.

STATE OF WISCONSIN, County of Waukesha

Subscribed and sworn to me on January 18, 2007 by the above-named person, John Rasmussen

Signature of notary or other person authorized to administer an oath  
(as per s. 706.06, 706.07)

Print name: Amy L AldrichTitle: NotaryMy commission expires: June 21, 2009

This document was drafted by Michael D. Jaquint, Treasurer of Deer Path Homeowners' Association, Inc. This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). WRDA HB Rev. 1/8/2004



WC2613762-011

Document Number

DEC 28 00 0 0 0 1 8 3  
**DECLARATION OF  
 RESTRICTIONS FOR  
 DEER PATH**

2613762

 REGISTER'S OFFICE  
 WAUKESHA COUNTY, WI  
 RECORDED ON

12-28-2000 9:53 AM

 MICHAEL J. HASLINGER  
 REGISTER OF DEEDS

 REC. FEE: 24.00  
 REC. FEE-CO: 4.00  
 REC. FEE-ST: 2.00  
 TRAN. FEE:  
 TRAN. FEE-STATE:  
 PAGES: 11

This space reserved for recording data

## RETURN TO

 Richard R. Kobriger  
 Cramer, Multhauf & Hammes, LLP  
 P.O. Box 558  
 Waukesha, WI 53187

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, BIELINSKI HOLDINGS, LLC, a Wisconsin limited liability company, hereinafter known as Developer, being the owner of the property known as:

Deer Path, being all that part of the SE ¼ and SW ¼ of the NW ¼, and the NE ¼, NW ¼ and SE ¼ of the SW ¼ of Section 13, T6N, R19E, City of Waukesha, Waukesha County, Wisconsin.

In order to maintain harmony of appearance, protect property values, and develop the lands above described to a residential district of the highest class and character, and for the protection of the buyers of lots in said Subdivision, Developer does hereby declare and provide that said lands described above shall be subject to the following restrictions, covenants and conditions, to-wit:

### ARTICLE I. GENERAL PURPOSE

The purpose of this declaration is to ensure the best use and most appropriate development and improvement of each building site to protect owners of building sites against such use of surrounding building sites as will detract from the value of their property; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to encourage and secure the erection of attractive homes with appropriate placement on building sites; to secure and maintain proper setbacks from street and adequate spaces between structures; and in general, to provide adequately for a high type and quality of improvement in said property, and thereby to preserve and enhance investments made by purchasers of building sites therein.

### ARTICLE II. SINGLE-FAMILY LOTS

All lots, except outlots, shall be used for single-family residential purposes, as designated on the plat of Deer Path. No model homes and/or spec homes, for show, display, or for sale will be allowed within the subdivision without the written permission of the Developer.

### ARTICLE III. SIZE OF RESIDENCE

All dwellings shall have the following schedule of area, exclusive of porches, garages, patios, breezeways and similar additions, to-wit:

- A. ONE-STORY BUILDING (RANCH) - not less than 1,800 square feet;



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- B. ONE AND ONE-HALF - not less than 2,200 square feet;
- C. TWO STORY BUILDING - not less than 2,200 square feet;

#### ARTICLE IV. SETBACK REQUIREMENTS

A. FRONT YARD. Front yard setbacks shall be thirty (30) feet, whenever possible. Developer reserves the right to require greater setbacks and lesser setbacks, but in no event shall the front yard setback be less than 25 feet.

B. REAR YARD. Rear yard setbacks shall be forty (40) feet or the minimum required by the City of Waukesha, provided, however, the rear yard setback may be twenty (20) feet if the side yard is forty (40) feet.

C. SIDE YARD. Side yard setbacks shall be as follows:

- (1) One-Story Building: Eight (8) feet minimum on any one side, with twenty (20) feet total on the two sides;
- (2) More than One-Story Building with Garage on one Side: Eight (8) feet minimum on the garage side, with twenty (20) feet total on the two sides;
- (3) Two-Story Building: Ten (10) feet minimum on any one side, with twenty-five (25) feet total on the two sides.

No building shall be constructed closer than twenty (20) feet to any other principal building, except that the space between principal buildings may be reduced to sixteen (16) feet if an attached garage is constructed between the two structures.

#### ARTICLE V. ARCHITECTURAL APPROVAL

The Architectural Control Committee must give its written approval prior to construction, change or alteration of any of the following:

- A. Buildings.
- B. Fences.
- C. Signs.
- D. Walls.
- E. Swimming Pools.
- F. Other structures of any kind or character.

GRADE ELEVATION. Each lot owner shall be responsible for grading his or her lot in substantial conformance with the Master Grading Plan approved by the City of Waukesha to ensure positive drainage. No lot grade elevation shall be created, changed, or altered without the written approval of the Architectural Control Committee.

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**SUBMISSION OF PLANS AND SPECIFICATIONS.** Complete plans, specifications, color selections and stakeout survey shall be submitted in duplicate to the Architectural Control Committee. Such Architectural Control Committee shall have the right to refuse to approve any such plans and specifications which, in its opinion, are not desirable for aesthetic or for any other reasons, and in passing upon such plans and specifications the Architectural Control Committee shall have the right to establish the grade and take into consideration the suitability of the proposed building or other structure in relationship to its location and in relationship to other existing structures; the effect of the proposed structure upon the value of other structures in the Subdivision and other lots in the Subdivision; the materials of which it is to be built; the site upon which it is proposed to be erected; the harmony of the design and exterior colors thereof with surrounding building; the view and outlook from adjacent property, and any and all other considerations which may affect or influence the Architectural Control Committee in attempting to comply with the purposes hereinabove set forth. Such Architectural Control Committee shall have the right to waive infractions or deviations which, in the opinion of the Architectural Control Committee may cause undue hardship. The Architectural Control Committee may grant variances from such minimum requirements herein as to size or location not to exceed ten percent (10%) and not in violation of the City Ordinances as then in effect, in such cases as in the opinion of the Committee the essence and spirit of these covenants will be promoted thereby. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after duplicate plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as required by this paragraph only; all other provisions of these restrictions to have full force and effect. Action by said Architectural Control Committee shall be final and conclusive as to persons then or thereafter owning lands in said Subdivision.

**MEMBERSHIP.** So long as the Developer, or his assigns, shall own any lots in Deer Path, the authority and functions of the Architectural Control Committee shall be lodged in and exercised by such persons as may be appointed for that purpose by Developer, or his assigns, with the right of Developer to revoke such appointment and to appoint successors in substitution thereof. Such appointment, other than the original revocation or substitution, shall be in writing and recorded in the office of the Register of Deeds in and for Waukesha County, Wisconsin. The initial appointment shall be the following: Frank Bielinski, Harry Bielinski and Gloria Rongstad. When the Developer no longer owns any lots in the Subdivision, then the Architectural Control Committee shall consist of three (3) members and they shall be elected by the buyers of the lots in the Subdivision, each lot representing one vote. Members of the Architectural Control Committee, except the original Committee and substitutes designated by the Developer, shall serve for three (3) years, or until their successors have been duly elected. Due notice of the election of such Architectural Control Committee shall be filed in the office of the Register of Deeds for Waukesha County, Wisconsin.

#### ARTICLE VI. BUILDING AND DESIGN CRITERIA

**LANDSCAPING.** All plans and specifications and all approvals by the Architectural Control Committee shall be conditioned upon a commitment of the buyer of the lot to seed or sod and landscape the lot in a manner in harmony with the adjacent property within twelve (12) months of the date of issue of an occupancy permit.

**BRICK OR STONE.** All residential dwellings must include brick, cultured brick, natural stone, or cultured stone on the front elevation. The Architectural Control Committee may, in its sole discretion, waive this requirement in the event the Architectural Control Committee is of the opinion that brick or stone is not required for the architectural style of the dwelling.

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**ROOF.** All dwellings shall have an 8/12 roof pitch unless this requirement is waived by the Architectural Control Committee for design reasons. The roofing material for the roofing of all buildings must be architectural grade dimensional material.

**SHUTTERS, TRIM AND WINDOWS.** Shutters, wide trim and other trim features shall be consistent on all sides of dwellings and garages. Windows shall be required on all exterior elevations of dwellings and garages.

**DRIVEWAYS.** All driveway approaches must be constructed of poured concrete. All driveways must be constructed of poured concrete or other hard surface material as approved by the Architectural Control Committee and must be completed within twelve (12) months of the date of issue of an occupancy permit.

**PROFESSIONAL DESIGN.** All structures shall be designed by a qualified engineer, architect or designer experienced in residential design.

**COMPLETION OF CONSTRUCTION.** All buildings shall be completed within one (1) year from the date the ground is broken for such building, unless a further extension of time is given by the Architectural Control Committee. No building shall be moved onto any lot and no building shall be constructed on any lot that shall contain secondhand materials.

**TWO-CAR GARAGE REQUIRED.** All homes must have at least a two-car garage attached to the dwelling either by forming an integral part thereof or in such manner as shall meet the approval of the Architectural Control Committee. The Architectural Control Committee reserves the right to modify this provision in a case deemed appropriate by it.

**OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**GARBAGE AND REFUSE DISPOSAL.** No lot shall be used in whole or in part for the storage of rubbish or building materials of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. Trash, garbage or other waste kept on the property shall be in sanitary covered containers, which are stored out of sight of the street and adjacent property.

**ANTENNAE.** No external radio or similar aerial or tower including satellite dishes shall be erected without prior approval of the Architectural Control Committee.

**TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any building be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the Architectural Control Committee.

**STORAGE OF VEHICLES.** There shall be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items.

**SHEDS.** Storage sheds, outbuildings, or other buildings, other than the principal residential dwelling building and attached garage shall be permitted, provided they conform to the architectural style of the home. All

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heds, outbuildings or other buildings must be approved by the Architectural Control Committee prior to construction.

**DOG KENNELS AND PETS.** No exterior detached dog kennel shall be constructed or maintained on any lot. Any dog kennel must be attached to the dwelling and must be approved by the Architectural Control Committee prior to construction. No lot owner shall keep any pet which creates a nuisance.

**FENCES.** All fencing must be approved by the Architectural Control Committee prior to installation. The Architectural Control Committee shall make the final determination on what fencing will be permitted and the location of all fencing. No fence erected on any lot affected by this Declaration shall be higher than four feet from the graded surface of the ground on which said fence is erected. No chain link fencing shall be permitted.

**UNIFORM MAILBOXES.** All mailboxes within the subdivision shall be of a uniform design selected by the Developer and installed and maintained at the lot owner's expense. Buyer may be required to provide an individual temporary mailbox at a common location as directed by the U.S. Postal Service.

**SWIMMING POOLS.** All swimming pools within the Subdivision must be in-ground and below grade. No above-ground swimming pools are permitted within the Subdivision.

#### ARTICLE VII. LAMPPOSTS

In lieu of public street lights, there shall be installed at the lot owner's expense in a location designed by Developer at the time of the construction of the residence building on a lot one (1) outdoor electric lamppost with photoelectric controls. The design of the lamppost shall be selected by the Developer. The lamppost shall be maintained by the lot owner in a proper operating manner.

#### ARTICLE VIII. SOIL REMOVAL

No soil shall be removed from any lot in the Subdivision without the proper consent of the Architectural Control Committee or its duly appointed agent. Any excess soil resulting from excavations shall be transported, at the lot buyer's expense, to such other places in the Subdivision or on other property as may be designated by the Architectural Control Committee.

#### ARTICLE IX. UTILITY LINES

All wires leading from public utility lines for electric or telephone service shall be installed below the surface of the lot to which such service is furnished.

#### ARTICLE X. SUBDIVISION IDENTIFICATION SIGNS AND LANDSCAPING

The Developer reserves unto itself and its successors and assigns, the right to erect, repair, maintain, improve, change and remove the subdivision identification sign and entrance landscaping on Lots 20, 21, 48 and 54, together with the free right of ingress and egress by all means, including vehicles over and across Lots 20, 21,



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48 and 54, insofar as such right of ingress and egress is necessary to the proper use of the right reserved herein. No trees, shrubs, fences, or other obstructions, whether natural or constructed, shall be permitted which interfere with the unobstructed view of the sign and landscaping from the public streets adjacent to Lots 20, 21, 48 and 54. The right reserved in this Article X. shall continue so long as the Developer shall own any of the lots in the Subdivision.

The City of Waukesha Water Utility has or will grant a landscaping easement to the Developer on the lands described on Exhibit A attached hereto. The Developer may, at such time as Developer may determine, in Developer's sole discretion, assign all of its rights and obligations to the homeowners association referred to in Article XII hereof. Upon such assignment, said homeowners association shall assume the maintenance of any trees, shrubs, vegetation or other items of landscaping constructed on the property described on Exhibit A attached hereto in accordance with the landscaping easement.

#### ARTICLE XI. EASEMENTS, WETLANDS, AND PRIMARY ENVIRONMENTAL CORRIDOR

**EASEMENTS.** (1) All drainage and storm sewer easements shown on the subdivision plat of Deer Path are granted to the City of Waukesha. (2) An easement for sidewalk purposes shall apply to all lots at street corners, and said easement shall be over that area of the said lots which lies between the street right-of-way lines and the chord of a curve of 15 feet radius, the center of which curve is the block corner, except at Milky Way Road and Guthrie Road where the radius is 25 feet. (3) There shall be a 10' wide temporary slope easement across the street frontage of all lots, said easement not to be permanently improved and to be in effect until sidewalk is installed. (4) No building or fences shall be constructed in sewer easements, no trees or bushes which would grow more than four (4) feet in height shall be planted within said easements shown on this plat without approval of the City of Waukesha Engineering Department. (5) City of Waukesha is given the right to enter upon the drainage easements and maintain them at the cost of adjoining owners if said owners refuse or neglect to maintain said drainage easements.

**WETLAND RESTRICTIONS.** Those areas of land which are identified as wetlands area on the subdivision plat of Deer Path shall be subject to the following restrictions: (1) Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. (2) The removal of topsoil or other earthen materials shall be prohibited. (3) Removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited with the exception of the removal of dead, diseased or dying vegetation at the discretion of landowner, or silvicultural thinning upon the recommendation of a forester or naturalist and the approval of the Waukesha County Parks and Land Use Department. (4) Grazing by domesticated animals, i.e., horses, cows, etc., shall be prohibited. (5) The introduction of plant material not indigenous to the existing environment of the conservancy/wetland preservation area shall be prohibited. (6) Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. (7) Construction of buildings is prohibited.

**PRIMARY ENVIRONMENTAL CORRIDOR.** Those areas of land which are identified on the plat of Deer Path as Primary Environmental Corridor Preservation Area shall be subject to the following restrictions: (1) Grading and filling shall be prohibited except in connection with the construction of a residence in a designated pre-approved building envelope or with the specific approval of the Waukesha County Department of Parks and Land Use. (2) The removal of topsoil or other earthen materials shall be prohibited. (3) The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited with the exception of the removal of

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dead, diseased or dying vegetation at the discretion of landowner, or silvicultural thinning upon the recommendation of a forester or naturalist and the approval of the Waukesha County Parks and Land Use Department. The removal of any vegetative cover which is necessitated by the approved construction of residences, associated buildings and driveways, shall be permitted. (4) Grazing by domesticated animals, i.e., horses, cows, etc., shall be discouraged to the greatest extent possible. (5) The introduction of plant material not indigenous to the existing environment of the Primary Environmental Corridor Preservation Area shall be prohibited. (6) Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. (7) Construction of buildings within the Primary Environmental Corridor Preservation Area is prohibited, except as may be specifically provided for on the Subdivision Plat or Certified Survey Map. Any alterations to a pre-approved building envelope will require the approval of the Waukesha County Department of Parks and Land Use.

## ARTICLE XII. HOMEOWNERS ASSOCIATION

The Developer may, in the Developer's discretion, transfer title to Outlot 1 in Deer Path and Outlots within future additions to Deer Path to Bielinski Conservation Community Land Foundation, Inc. or to an incorporated homeowners association created by the Developer. In the event Developer does so transfer title to said Outlots, said Outlots shall be for the recreational and aesthetic benefit of the owners of lots in Deer Path, the Subdivision, and any future additions to Deer Path and the Subdivision which may be developed by Developer in the future and the owners of the lots will be assessed their just share of the cost of maintenance of said Outlots, the landscaping on the land described on Exhibit A, and the island within the public right-of-way of Hunter Court, as hereinafter set forth. All owners of lots in Deer Path, the Subdivision, and any future additions to Deer Path and the Subdivision developed by Developer shall be members of a corporate homeowners association created by the Developer (the "Corporation"). The Corporation will be managed by a Board of Directors elected by its members; however, as long as the Developer owns any land in Deer Path, the Subdivision, or any additions to Deer Path and the Subdivision developed by Developer, it shall appoint all members to the Board of Directors. All members shall be entitled to one vote for each lot. Annual assessments for the maintenance shall be levied by the Corporation and a statement for such amount shall be mailed to the owner of each lot on or before March 1 of each year in accordance with Section 779.70 of the Wisconsin Statutes. These annual assessments shall be on a pro rata share basis for each lot. However, no assessment shall be made as to any lot owned by Developer prior to the issuance of an occupancy permit for the building constructed on said lot. Developer will be excluded from assessments on any model home until the model is sold. Costs of maintenance shall include, but not be limited to: real estate taxes, insurance, repair and replacement of fencing, access roads and paths located on the common areas, if any, and general management and supervision thereof. The current estimated annual assessment shall be \$10.00 per lot. Special Assessments may be levied by the Corporation for the purpose of defraying certain costs relating to any construction or unexpected repair of a capital improvement if consented to by a majority of the votes of the members of the Corporation. Developer shall not be assessed for any capital improvement for which it has not consented to. Special Assessments shall be due and payable ninety (90) days after the required majority affirmative vote of the voting members of the Corporation. If any 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 14% per annum, and the Corporation shall file a claim for a maintenance lien against such lot at any time within six (6) months from the date of the levy of the assessment pursuant to Section 779.70 of the Wisconsin Statutes 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 lot, together with all costs of such action.

DEC 28 00 0 0 0 1 9 0

### ARTICLE XIII. TERM

This declaration shall run with the land and shall be binding on all parties and persons having an interest in the land affected hereby for a period of twenty-five (25) years from the date of this declaration being recorded, after which time this declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots affected by this declaration has been recorded changing the covenants established in this declaration in whole or in part or reducing the term.

### ARTICLE XIV. ENFORCEMENT

The restrictions and covenants contained herein may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same, by any lot owner, and the judgment in any such proceedings, in addition to providing for the removal of any building or structure erected, built, or placed in violation of the foregoing restrictions and covenants shall provide that the party found guilty of such breach shall pay to the party or parties prosecuting such proceedings, in addition to the taxable costs thereof, his or their reasonable and proper attorney fees, and all other expenses incurred by him or them therein.

### ARTICLE XV. INDEPENDENT COVENANTS

Invalidity of any of the covenants or restrictions herein contained by any judgment or Court order shall in no way affect any of the other provisions herein contained, which shall remain in full force and effect.

### ARTICLE XVI. MODIFICATION AND AMENDMENT

After five (5) years from the date of recording of this Declaration, any of the foregoing restrictions, protections, covenants, conditions, changes or provisions may be annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the owners of at least sixty percent (60%) of the lots affected by these declarations, and with the consent of the undersigned so long as Developer shall own any of said lots except that so long as Developer shall own sixty percent (60%) of the lots affected by these declarations, the Developer may modify or amend any of the foregoing restrictions, covenants and conditions as to any unsold lots. Said declaration shall be executed as required by law so as to entitle it to be recorded and it shall be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, before it shall be effective.

### ARTICLE XVII. ZONING CODE

Nothing contained herein shall be construed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control ordinance of the City of Waukesha, except as specifically modified in writing by the City of Waukesha, within the framework of the planned unit development portion of the present zoning ordinance.



DEC 28 00 0 0 0 1 9 1

ARTICLE XVIII. ADDITIONAL LANDS

The Developer shall have the right to subject to the restrictions and covenants contained in this Declaration future stages of the development of Deer Path. The future stages of the development of Deer Path shall only include lands which are adjacent to the real estate which is or becomes subject to this Declaration or any additional supplemental declaration. The future stages shall become subject to this Declaration by the recording of an amendment to this Declaration with the Register of Deeds for Waukesha County, Wisconsin. Except with respect to future stages of the development of Deer Path, such an amendment to this Declaration shall not revoke, modify or add to the restrictions and covenants contained herein. Notwithstanding anything contained in Article XIV to the contrary, such an amendment as referred to in this Article XVIII, shall only require the consent, approval and signature of the Developer.

Dated this 6<sup>th</sup> day of December, 2000.

BIELINSKI HOLDINGS, LLC,  
a Wisconsin Limited Liability Company

By: [Signature]

Frank Bielinski, Manager

By: [Signature]

Harry Bielinski, Manager

STATE OF WISCONSIN )

) SS.

COUNTY OF WAUKESHA )

Personally came before me this 6<sup>th</sup> day of December, 2000, the above-named Frank Bielinski and Harry Bielinski, of Bielinski Holdings, LLC, to me known to be such persons who executed the foregoing instrument and acknowledged that they executed the same as such Managers as the deed of said company, by its authority.



[Signature]  
Notary Public, Waukesha County, Wisconsin.  
My Commission: 11-14-2004

This instrument drafted by

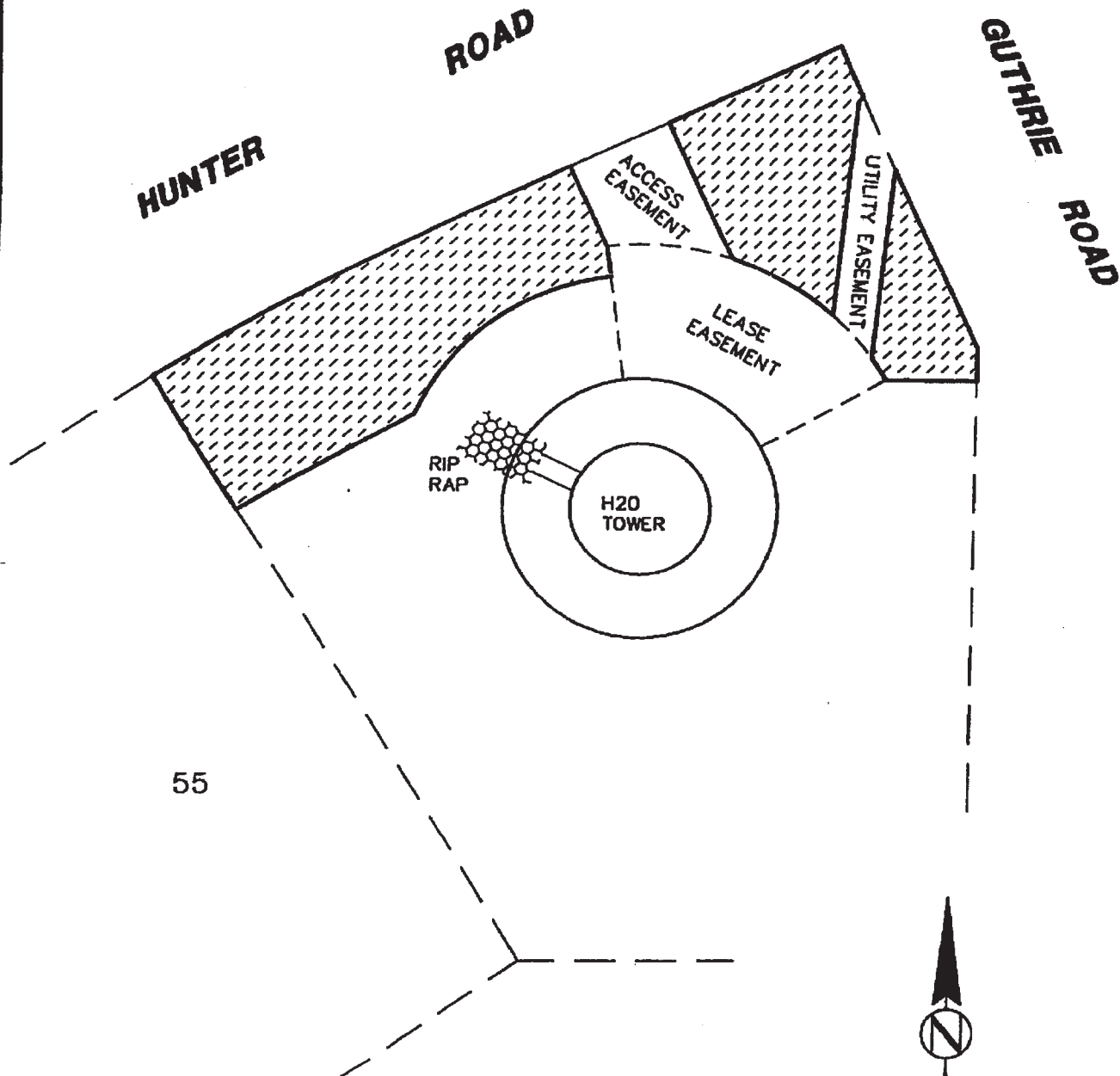
Attorney Richard R. Kobriger  
Cramer, Multhaupt & Hammes, LLP  
1601 East Racine Avenue  
O. Box 558  
Waukesha, WI 53187

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# EXHIBIT A - Page 1 of 2

BEING A PART OF THE SW 1/4 OF SECTION 13  
T.6N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



DRIP LINE OF TREES MUST BE CONTAINED WITHIN LIMITS OF EASEMENT  
LANDSCAPING MUST PROVIDE FOR DISCHARGE OF 3000 G.P.M. OF WATER  
FROM RIP RAP AREA TO HUNTER ROAD

SCALE : 1" = 30'



DEC 28 00 0 0 0 1 9 3

## EXHIBIT A - Page 2 of 2

October 25, 2000  
Project No. 11634

Water Tower Landscape Easement

Being all that part of the SW ¼ of Section 13, T6N, R19E, City of Waukesha, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the center of said Section 13; thence S.00°-18'-38"W., along the east line of the SW ¼ of said Section 13, 329.47 feet to the point of beginning of the hereinafter described lands; thence S.00°-18'-38"W., continuing along said east line 6.33 feet to a point; thence N.89°-41'-47"W., 16.67 feet to a point; thence 4.89 feet along the arc of a curve to the left with a radius of 51.34 feet whose chord bears N.32°-30'-21"W., 4.89 feet to a point; thence N.05°-56'-12"E., 36.63 feet to Junction Point "A"; thence S.24°-21'-30"E., 37.67 feet to the point of beginning.

Also including:

Commencing at Junction Point "A"; thence N.24°-21'-30"W., 14.52 feet to the point of beginning of the hereinafter described lands; thence S.38°-21'-47"W., 1.26 feet to a point; thence S.05°-56'-12"W., 40.72 feet to a point; thence 21.55 feet along the arc of a curve to the left with a radius of 51.34 feet whose chord bears N.59°-26'-25"W., 21.40 feet to a point; thence N.25°-04'-11"W., 28.31 feet to Junction Point "B"; thence N.65°-38'-30"E., 34.31 feet to a point; thence S.24°-21'-30"E., 10.06 feet to the point of beginning.

Also including:

Commencing at Junction Point "B"; thence S.65°-38'-30"W., 10.69 feet to a point; thence 9.31 feet along the arc of a curve to the left with a radius of 672.00 feet whose chord bears S.65°-14'-41.5"W., 9.31 feet to the point of beginning of the hereinafter described lands; thence S.25°-04'-11"E., 16.68 feet to a point; thence S.07°-36'-25"E., 7.43 feet to a point; thence 43.12 feet along the arc of a curve to the left with a radius of 43.84 feet whose chord bears S.54°-10'-02"W., 41.40 feet to a point; thence 39.24 feet along the arc of a curve to the left with a radius of 642.00 feet whose chord bears S.59°-15'-40"W., 39.23 feet to a point; thence N.31°-07'-36"W., 30.01 feet to a point; thence 85.35 feet along the arc of a curve to the right with a radius of 672.00 feet whose chord bears N.61°-12'-34"E., 85.29 feet to the point of beginning. Said lands contain 4,234 square feet (0.1 acres).