

DECLARATION OF RESTRICTIONS AND COVENANTS

LAKE POINTE ESTATES OF FRANKLIN

WHEREAS, GOLDEN FIELDS DEVELOPMENT CORP., INC., hereinafter referred to as "Developer", with offices located at 2719 South 60th Street, Milwaukee, Wisconsin 53219, owns all the lots in LAKE POINTE ESTATES OF FRANKLIN, being a redivision of a part of Certified Survey Map No 5122, and lands in the Southeast One-quarter (1/4) and Southwest One-quarter of the Southwest One-quarter of section 16, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, and

WHEREAS, the Developer, intending to establish a general plan for the use, occupancy and enjoyment of the Subdivision, desires to subject all the lots within the Subdivision, each Lot of the same hereinafter referred to as a "Lot", to certain restrictions and covenants;

NOW THEREFORE, LET IT BE KNOWN that each and every person, party or entity hereafter purchasing or owning or in any way taking possession of any Lot in the Subdivision, shall do so subject to the following restrictions and covenants, to wit:

1. PURPOSE:

The Purpose of this declaration is to insure the best use and most appropriate development and improvement of each building site thereof; to maintain the lake area and the real estate that is owned by the owner's association; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property: to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on each Lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provided adequately for high quality of improvement of said property, and thereby to preserve and enhance the value of investments made by purchasers of building sites therein; and to insure that during initial dwelling construction the Subdivision public streets and walks are maintained in a clean manner by requirement of surety bonding applicable during construction operations of each new residence.

2. ZONING LAWS, etc.

In addition to the provisions hereof, *all Lots* shall be subject to all ordinances, zoning laws (R-6), building codes and other regulations of the City of Franklin, the County of Milwaukee and the State of Wisconsin applicable thereto.

3. GENERAL LOT USE AND BUILDING TYPE**a. Lot Use**

i. Each Lot shall only be used for construction of a single family residence with approved appurtenant buildings, such as attached garages, swimming pools and similar improvements. No structure of any kind shall be constructed, altered, placed, maintained or permitted upon any Lot excepting only one (1) newly constructed, private, permanent, single family dwelling designed for and limited to occupancy of only a single family group, not exceeding two (2) stories in height from the determined final Lot grade set at the building's foundation, nor more than three (3) stories in height, where one (1) floor elevation is set below the determined final Lot grade set at the building foundation plus detached structures as per 3(c) following.

ii. The following lots will require special split level grading adjacent to buildings to be constructed on each of them in order to accommodate slope change across lot and/or to save existing trees.

Lots Numbered 02, 09, 10, 11, 12, 13, 70 and 81

Grading on these lots and all other lots in the subdivision must be completed substantially in compliance with the master grading plan on file with the City of Franklin.

iii. This paragraph also provides that any dwelling previously approved for construction on any Lot may be altered, the exterior remodeled upon approval of such changes by the hereinafter described Architectural Control Committee, and in the event of catastrophic loss, shall be permitted to be rebuilt in accordance with it's original approved design, without the need for obtaining approval of the architectural control committee.

b. Attached Garages Required

Each residence shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of four hundred (400) square feet and a maximum floor area of nine hundred (900) square feet. The exterior surfaces of this garage shall be consistent and harmonious with the exterior materials placed upon the dwelling.

c. Detached Structures Permitted

Accessory buildings and structures are permitted subject to approval of the architectural control committee with the exception of any *in-ground* swimming pool which is not subject to architectural control committee approval but which is subject to the zoning laws of the City of Franklin.

d. Fencing

Fencing of all or part of each lot is permitted subject to approval by the architectural control committee and the zoning laws of the City of Franklin.

e. Signs

Signs of any size or type are not permitted except signs placed upon the Lot promoting the sale of the Lot or contractor's signs posted during the term of construction and

then such permitted signs shall not exceed eight (8) square feet in size. The Developer may, however, erect one or more temporary development signs that do not exceed forty-eight (48) square feet in area and for a period not to exceed two years.

f. Lamp Post and Mail Box/Post Required

Each Lot shall install, upon completion of dwelling construction, a mailbox/post, and lamp post/fixture with photoelectric control, of a type and design as approved by the Developer and each such installation shall be attractively maintained and kept in operation by the owner of the Lot. The location of the lamp post shall be at a distance of five (5) feet from the house side of the driveway and at a distance of five (5) feet from the front lot line. Initial cost to each Lot buyer will be \$350.00 for lamp and mailbox/post. Future replacement of these items are subject to approval of Architectural Control Committee.

g. Dwelling Design

Each dwelling shall be designed by a professional home designer or architect experienced in single family design. Approved exterior elevation designs shall consist of Traditional, Early American, Provincial, Williamsburg or English Tudor. Garages and auxiliary buildings should conform in design to that of the dwelling.

h. Minimum Building Living Areas

The minimum floor area of each dwelling, not including garage areas or other non-living areas, shall be no less than the following schedule, with all measurements being taken from the exterior walls.

Lots numbered 1 through 40 and 75 through 91 are restricted as follows:

One Story Dwelling	1,400 square feet
One and One-Half Story Dwelling	1,800 square feet total with 1,000 square feet on first floor
Two Story Dwelling	1,900 square feet total with 1,000 square feet on first floor
Tri-Level Dwelling	1,800 square feet total with 1,200 square feet on the two main living floors

Lots numbered 41 through 74 are restricted as follows:

One Story Dwelling	1,550 square feet
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One and One-Half Story Dwelling

2,000 square feet total
with 1,100 square feet on
first floor

Two Story Dwelling

2,200 square feet total
with 1,100 square feet on
first floor

Tri-Level Dwelling

2,000 square feet total
with 1,300 square feet on
the two main living floor

Other City of Franklin, R-6 zoning restrictions may apply.

i. Bathrooms

Each dwelling shall contain a minimum of one and one-half (1-1/2) baths.

j. Exterior Building Materials

The owner of each dwelling is encouraged to use exterior building materials consisting only of natural materials (brick, stone, wood). Use of other materials are subject to approval of the Architectural Control Committee. Exterior materials specifically prohibited include vinyls, composition wood or other fibers, asbestos products or other similar materials.

k. Minimum Building Set Backs

The minimum front setback of any dwelling or structure shall be thirty (30) feet and side yards of ten (10) feet on each side. Corner lots require nineteen (19) feet on a side yard adjoining street. Front yard dwelling setbacks of more than thirty-five (35) feet are discouraged.

l. Utilities

Electric, telephone and cable television services shall be provided each home by the installation of underground service lines.

m. Commercial Vehicles

There will be no outside storage of any commercial vehicles of any kind.

n. Recreational Vehicles

Recreational vehicles and boats may be stored on the property but must be parked no nearer to the street than the furthestmost projection of the dwelling. A parking area for the recreational vehicle or boat must be provided and the area must be a hard surface area of concrete, paver's brick or asphalt. The parking area cannot extend beyond twenty (20) feet from the home's foundation.

4. OWNERS ASSOCIATION**a. Owners Association To Be Created**

The Developer shall create a non-profit corporation to be known as the LAKE

POINTE OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association", which corporation is to be formed for the purpose of owning and maintaining Outlot 3, together with any other amenity that may be provided by the Developer or the Association, and that may exist from time to time, assessing the prorata share of the cost of such maintenance and other expenses of operation of the Association, upon the individual lot owners, collecting such assessments and as acting as the Architectural Control Committee

b. Membership

Each lot owner, whether numbering one or more shall be a member of the Association, but each lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of owners of a lot. Person(s) owning more than one (1) lot shall have one (1) vote for each such lot owned.

c. Directors And Officers Of The Association

An initial Board of Directors (3) from whose ranks Association officers will be named, will be appointed by the Developer. Thereafter upon the Developer's sale of the 20th, 50th and 90th lot, a Director shall be elected by the members, at a special election called for such purpose and each such elected director is to replace a Developer appointed Director.

d. Annual Meeting

An annual meeting, date, time and location to be determined by the Board of Directors must be held each year. Purpose of the meeting will cover issues, but not be limited to, the annual budget, subdivision improvements, future election of Directors and other business deemed necessary by the Board.

e. Operating Budget And General Annual Assessment

i. Commencing with the calendar year 1993 and for each subsequent year after, the Association shall prepare an operating budget covering the period January 1st through December 31st of each year. The adopted budget is to be posted in a conspicuous area within the development (or, at the option of the Association, delivered to each lot owner).

ii. In accordance with the financial needs of the Association all of the lots shall be subject to a general annual assessment, determined solely by the Association, for the purpose of deferring the costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of real estate taxes, maintenance, repair, replacement and additions to the common improvements and areas, and the cost of labor, equipment, materials, management and supervision thereof.

iii. The amount of the general annual assessment for each calendar year shall be determined during the month of December of the previous calendar year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at the Association's annual membership meeting, may be required for the ensuing calendar year. Such assessment shall be paid in lump sum to the Association, on or before the first day of March of each year.

f. Special Assessments

A special assessment may be levied on each Lot by the Association for the purpose of any unexpected repair or replacement of improvements if consented to by a majority of the members of the Association present at a membership meeting called for that purpose.

g. Delinquent Assessments

If any assessment, general or special, is not paid on the date when due, then the assessment shall become delinquent, and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the assessed property which shall bind such property in the hands of the then owner, his or her heirs, representatives, successors and assigns. Such assessment shall also be the personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law, filing of a mechanics lien or in equity against the owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the entire cost of collection, including reasonable attorney's fees.

h. Certificates

The Association shall, upon request, furnish to any lot owner a certificate in writing signed by an officer of the Association setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The association may impose a reasonable charge for each such certificate requested and issued.

i. Duties and Authority

The administration of these restrictions, subject to paragraph 5, as well as the authority to run the day to day operations of the Association is vested in the Board of Directors.

5. ARCHITECTURAL CONTROL COMMITTEE

The developer will initially form an Architectural Control Committee consisting of three (3) persons appointed by the developer, hereinafter referred to as "Committee".

a. Procedures

The Committee's consent, approval or disapproval as provided herein shall be in writing. In the event the Committee fails to act on any matter presented to it within thirty (30) days after application (application meaning the submittal of written request plus copies of building plans, specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Paragraph 4 only. No other provisions of these restrictions requiring the consent, decision or action of the Committee shall be affected by the non-action of the Committee.

b. Responsibility and Purpose

In order to obtain and maintain harmony in appearance and for the protection of the owners of the Lots, certain site improvements are subject to written approval by the Architectural Control Committee. These include, but are not limited to buildings or structures of any type, fencing, unusual or unsightly landscaping, and modification or other change to approved drain-

age patterns, (NOTE: changes which alter drainage patterns may be in violation of the site grading plan and or recorded drainage easements.) The Committee shall have the right to reject any such addition or alteration to any Lot, which in it's conclusive judgment, is not in conformity with these or future restrictions or is not desirable for aesthetic or other detrimental reasons. In passing upon such plans and specifications, the Committee may take into consideration, amongst other things, the suitability of the proposed modifications, the exterior color schemes to be used for any building or structure, the general design and materials to be used and the compatibility of the modification with surrounding Lots.

c. Right To Waive Non-Compliance

The Committee shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship. The Committee shall have the sole discretion to determine which of the minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.

d. Developer Control of Committee

So long as the Developer, it's successors or assigns, shall own any Lot in Lake Pointe Estates of Franklin, the authority and functions of the Architectural Control Committee shall be vested in and exercised solely by the Developer, it's successors or assigns. When Developer, it's successors or assigns has transferred ownership in all the Lots, the Committee shall then automatically transfer to the members of the Board of Directors and terms and positions shall become synonymous.

6. LANDSCAPING AND GRADING REQUIREMENTS

All landscaping must be completed within one (1) year of completion of the residence. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting two (2) trees of at least 2" caliper upon each lot; (c) one (1) lamp post and fixture installation located as directed by the Committee; (d) mail box and post located as directed by the Committee (e) final grading to the requirements of the subdivision's master grading plan; (f) planting of lawn seed or placement of grass sod.

Thereafter, each Lot owner is responsible for the upkeep and continuous maintenance of all landscaping.

As part of the grading and landscaping of each lot in the subdivision, no part of the wetland that is delineated on the recorded plat shall be filled or altered in any way without the approval of all necessary governing bodies including the City of Franklin. This wetland is to be maintained in it's natural state.

A copy of the approved grading plans for the subdivision shall be kept on file at the office of the city engineer, City of Franklin.

Other site improvements of any type which are placed upon the public street right-of-way, such as (but not limited to): walks, drives, sprinkler systems, etc. require the issuance of a permit from the City of Franklin and/or the State of Wisconsin as may be applicable.

7. STREET MAINTENANCE BOND

Upon approval of dwelling construction plans by the Committee, each Lot owner will be required to place in escrow with the Developer the sum of \$300.00. It is the responsibility of the Lot owner to insure that his agents or contractors maintain, at all times, streets within the subdivision clear of any type of material or debris.

Failure of the Lot owner to regulate his agents or contractors in this regard will cause the Developer to proceed to clear and clean the street as required and to charge the Street Maintenance account deposited by each Lot owner in accordance with this paragraph.

In the event the Developer is required to perform street cleaning operations in which the costs exceed the Lot owners deposited amount under this paragraph, the Developer will bill the respective Lot owner for the additional amount due and failure of the Lot owner to pay Developer for any such additional charge within ten (10) days of being billed, will give to the Developer the right to file and foreclose a mechanic's lien upon the owners Lot.

Developer's charges for performing under this paragraph will include the actual amount of costs incurred plus a management fee equal to 25% of the actual cost.

Upon issuance of an occupancy permit, all Street Maintenance escrow funds placed with Developer, less any funds disbursed, shall be returned to the Lot owner without any interest.

Each Lot owner's deposit under this paragraph is for the sole and exclusive use of each respective Lot owner and deposited funds are not to be used to offset the costs created by acts of other Lot owners, except in the instance where the violator of these requirements cannot be readily determined, then all Lot owners having funds on deposit shall be charged equally.

8. SUBDIVISION MONUMENT

The Developer reserves to itself, through December 31, 1995, the exclusive right to place upon Lots 1, 8, 9 and 71, and Outlot 3, a subdivision identification monument, constructed of any materials and containing any design and statement approved by the Developer and the plan commission of the City of Franklin. The owners of these Lots do agree to the placement of such monument and will provide landscaping maintenance to the monument area as required.

Maintenance of the monument(s) will be provided by the homeowners association on a "*when required*" basis.

Nothing in this document or in other statements or comments binds the Developer to place this monument and any such monument installation is solely upon the decision of the Developer.

9. AMENDMENT

Any of the herein restrictions, covenants or other provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, *as executed*

(i). Solely by the Developer, or it's successors or assigns, until such time as the Developer, or it's successors or assigns, shall no longer own any Lot, *and then thereafter*

(ii). By the owners of at least sixty-five percent (65%) of the Lots

(iii). Section 10(e) may only be amended as set forth herein and with approval by the City of Franklin Common Council.

The effective date of any such annulment, waiver, change, modification or amendment shall be as of the date of recording of such Declaration at the offices of the Milwaukee County Register of Deeds office.

10. GENERAL PROVISIONS

a. *Initial Term and Extensions*

The restrictions and covenants herein contained shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby or claiming under them for a period of twenty-five (25) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument signed by the owners of at least sixty-five (65%) of the Lots has been duly recorded terminating or amending this Declaration in whole or in part.

b. *Period For Protesting Violations And Enforcement*

Any violation of these restrictions which shall exist for a period of one (1) year or more without protest thereof being received by the owner of the Lot containing such violation, shall not be considered a violation thereafter and any Lot owner or other party shall be forever barred from proceeding under the provisions of this Declaration. Upon the violation of any of these restrictions, or any provision thereof, by any owner or owners of any Lot, or by any person or persons holding under them, then, and under the happening thereof, any other Lot owner, or the Committee, shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate any restriction or other provision hereof, and shall be entitled to both equitable and legal relief.

c. *Invalidation*

Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.

d. *Governing Law*

The Laws of the State of Wisconsin shall be interpreted as to any dispute arising hereunder.

e. *City of Franklin Responsibilities*

i. Prior to any permit submittal to the City of Franklin, said applicant shall first obtain approval of the Architectural Control committee as outlined elsewhere in these covenants.

ii. The City of Franklin does not have any responsibility to enforce the covenants within this document, *except as noted in 10(e)iii.*

iii. In the event that the Lake Pointe Owners Association established to own and maintain a common area or any successor organization fails to maintain the common area in reasonable order and condition, the City of Franklin Common Council, may serve written notice upon organization or upon the residents of Lake Pointe Estates of Franklin setting forth the manner in which the organization has failed to maintain the common area in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be remedied within thirty (30) days and shall state the date and place of a public hearing which shall be held within fourteen (14) days of the notice. At such hearing the Common Council may modify the terms of the original notice as to the deficiencies and may give an extension of time to correct problems. Deficiencies not corrected within thirty (30) days of any extension may result in the City, in order to preserve taxable values of the development, and to prevent the common area from becoming a public nuisance, being allowed to enter upon the common area and maintain it for a period of one year. This entry and maintenance shall not vest in the public any rights to use the common area except when the same is voluntarily dedicated to the public by the owners. Prior to the end of the one year period described above, the Common Council shall call a public hearing upon notice to the organization, or upon notice to the residents of Lake Pointe of Franklin, at which hearing the residents or the organization shall show why the City should not continue maintenance on the common lands for an additional year. If the Common Council does determine that persons or organization is ready and able to maintain common open space in reasonable condition then the Common Council shall cease to maintain open areas at the end of said year. If the Common Council shall determine that said organization is not ready, willing or able to maintain the common areas then the Common Council may, at its discretion, continue to maintain said common areas subject to a similar hearing and determination in the next succeeding year and in each year thereafter. The cost of such maintenance by the City, shall be assessed ratably against the properties within Lake Pointe Estates of Franklin, that have a right of enjoyment of the common area and shall become a tax lien on said property. The City at the time of entry upon said common area for the purpose of maintenance, shall file a notice of such lien in the Office of the Milwaukee County Register of Deeds, upon the properties affected by such lien.

Developer, as used in the context of these deed restrictions and covenants, shall mean the Developer, it's personal representatives, successors or assigns.

This Declaration shall be binding upon, and inure to the benefit of the Developer, it's successors and assigns, and all persons, parties or entities who may hereafter become owners of any Lot, and their legal representatives, heirs, successors and assigns.

REEL 3785 IMAG 1151

DECLARATION OF RESTRICTIONS AND COVENANTS
AMENDMENT #1
LAKE POINTE ESTATES OF FRANKLIN

WHEREAS, GOLDEN FIELDS DEVELOPMENT CORP. hereinafter referred to as "Developer", with offices located at 2719 South 60th Street, Milwaukee, Wisconsin 53219, is the developer of Lake Pointe Estates of Franklin, in the City of Franklin, Milwaukee County, Wisconsin.

WHEREAS, the Developer, previously recorded with the Milwaukee County Register of Deeds a document known as DECLARATION OF DEEDS AND RESTRICTIONS. Said document was recorded on September 1, 1992, as document number 6655950, and can be found on Reel 2855 Images 793-803. Developer now wishes to amend the SUBDIVISION RESTRICTIONS such that certain restrictions are amended and modified as follows.

3c (language added) Accessory buildings shall be designed and detailed to match the design of the residence, including window and door style, roof pitch, siding, colors, etc.

3f (language added) The lamp post must be "on" (lighted) between dusk and 12:00 midnight.

3h (Restated) **Minimum Building Living Areas**

7208972 #
RECORD 14.00

The minimum floor area of each dwelling, not including garage areas or other non-living areas, for all lots in the subdivision, shall be no less than the following schedule, with all measurement being taken from the exterior walls.

One Story Dwelling	1,400 square feet
One and One-Half Story Dwelling	1,800 square feet total with 1,000 square feet on the first floor
Two Story Dwelling	1,900 square feet total with 1,000 square feet on the first floor
Tri-Level Dwelling	1,800 square feet total with 1,200 on the two main living floors

Other City of Franklin zoning restrictions apply.

7208972
REGISTER'S OFFICE
Milwaukee County, WI } 3:55 PM
RECORDED AT
APR 25 1996 1151 TC
REEL 3785 IMAGE 1153 INC
Dana A. Engel REGISTER OF DEEDS

1400

Master-Lake Pointe Estates

IN WITNESS WHEREOF, GOLDEN FIELDS DEVELOPMENT CORP. has caused these presents to be signed by Michael J. Kaerek, it's President at Milwaukee, Wisconsin this 28th day of July, 1992.

GOLDEN FIELDS DEVELOPMENT CORP.

(No Corporate Seal)

Michael J. Kaerek
Michael J. Kaerek, President

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } ss:

Personally came before me this 28th day of July, 1992, Michael J. Kaerek, as President of Golden Fields Development Corp. to me known to be the person who executed the foregoing instrument, and to me known to be such officer of said corporation, and it is acknowledged that he executed the foregoing instrument as such officer of said corporation, by it's authority.

Shirley A. Hill
Shirley A. Hill - Notary Public, Milwaukee County, Wisconsin
My Commission Expires March 3rd, 1996

6655950

6655950

RECORD 38.60

REGISTER'S OFFICE }
Milwaukee County, WI } ss

RECORDED AT 11:50 AM

SEP - 1 1992 793 to

REEL 2855 IMAGE 803 incl.

Wanda Amyl REGISTER OF DEEDS

This instrument was drafted by: James A. Kirk

REEL 3785 IMAG 1152

The following Additional Paragraphs are added as Restrictions under Section 3.

3o No Satellite dishes larger than 18 inches in diameter. Satellite dishes, and location thereof, must be approved by the Architectural Control Committee.

3p No Solar Panels.

3q No window air conditioners may be located on the front of the home.

3r Dog kennel/dog house are permitted but must be approved by architectural control committee as to location, size and materials.

The following is added as Paragraph j under Section 4.

4j No lot owner may serve on the Board of Directors of the Owners Association, or on the Architectural Control Committee, if their home\lot\premises is in violation of the subdivision restrictions. No lot owner who is delinquent in payment of any assessment may serve on the Board of Directors of the Owners Association or on the Architectural Control Committee, and will also not be allowed to vote at Association Meetings

These restrictions are being amended per paragraph 9 (i) of the recorded restrictions.

IN WITNESS WHEREOF, Golden Fields Development Corp. has caused these presents to be signed by Michael J. Kaerek, President Golden Fields Development Corp., at Milwaukee, Wisconsin this 23rd day of April, 1996.

GOLDEN FIELDS DEVELOPMENT CORP.


Michael J. Kaerek, President

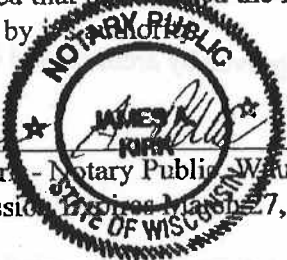
LEGAL DESCRIPTION

Lake Pointe Estates of Franklin, being a Redivision of a part of Certified Survey Map No. 5122 and lands in the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 16, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

REEL 3785 IMAG 1153

STATE OF WISCONSIN)
(ss.
COUNTY OF MILWAUKEE)

Personally came before me this 23rd day of April, Michael J. Kaerek, as President of Golden Fields Development Corp. to me known to be the person who executed the foregoing instrument, and to me known to be such officer of said corporation, and it is acknowledged that he executed the foregoing instrument as such officer of said corporation, by


James A. Kirk - Notary Public, Waukesha County, Wisconsin
My Commission Expires March 27, 1997

Return to:
Golden Fields Development Corp.
2719 South 60th Street
Milwaukee, Wisconsin 53219

This instrument was drafted by James A. Kirk

GOLDEN FIELDS DEVELOPMENT CORP.



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this 23rd day of April, 2002, at Milwaukee, Wisconsin.

**DECLARATION OF RESTRICTIONS AND COVENANTS
AMENDMENT #2
LAKE POINTE ESTATES OF FRANKLIN**

WHEREAS, GOLDEN FIELDS DEVELOPMENT CORP. hereinafter referred to as "Developer", with offices located at 2719 South 60th Street, Milwaukee, Wisconsin 53219, is the developer of **Lake Pointe Estates of Franklin**, in the City of Franklin, Milwaukee County, Wisconsin.

WHEREAS, the Developer, previously recorded with the Milwaukee County Register of Deeds a document known as **DECLARATION OF DEEDS AND RESTRICTIONS**. Said document was recorded on September 1, 1992, as document number 6655950, and can be found on Reel 2855 Images 793-803. Developer now wishes to amend the **SUBDIVISION RESTRICTIONS** such that certain restrictions are amended and modified as follows.

3d (language added) No fencing will be allowed in front of home except decorative split rail fencing consisting of not more than one post with rails running at an angle towards the ground. Decorative fence must be less than 3 feet in height. No chain link or metal fencing of any kind will be allowed anywhere in subdivision except in the case of dog kennels.

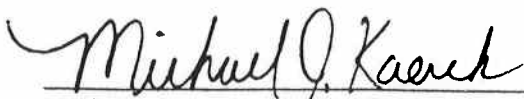
3n (restated) Boats may be stored on the property but must be parked no nearer to the street than the furthest projection of the dwelling. A parking area for the boat must be provided and the area must be a hard surface area of concrete, paver's brick or asphalt and must be constructed so as to match the main portion of the driveway. The parking area may not extend beyond twenty (20) feet from the home's foundation. No other parking is allowed in this area for any reason. Other City of Franklin zoning restrictions may apply.

3q (restated) No window air conditioners of any type may be used.

These restrictions are being amended per paragraph 9 (i) of the recorded restrictions.

IN WITNESS WHEREOF, Golden Fields Development Corp. has caused these presents to be signed by Michael J. Kaerek, President Golden Fields Development Corp.. at Milwaukee, Wisconsin this 6th day of June, 1996.

GOLDEN FIELDS DEVELOPMENT CORP.



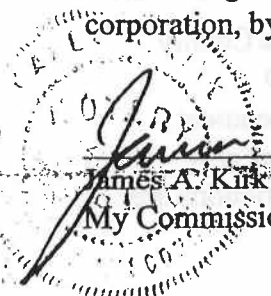
Michael J. Kaerek, President

700

STATE OF WISCONSIN)
(ss.
COUNTY OF MILWAUKEE)

Personally came before me this 6th day of June, Michael J. Kaerek, as President of Golden Fields Development Corp. to me known to be the person who executed the foregoing instrument, and to me known to be such officer of said corporation, and it is acknowledged that he executed the foregoing instrument as such officer of said corporation, by it's authority.

72449
RECORD 12.



James A. Kirk
James A. Kirk - Notary Public, Waukesha County, Wisconsin
My Commission Expires March 27, 1997

Return to:
Golden Fields Development Corp.
2719 South 60th Street
Milwaukee, Wisconsin 53219

7244919

REGISTER'S OFFICE } SS
Milwaukee County, WI } -8 00 AM
RECORDED AT _____

This instarment was drafted by Michael J. Kaerek

JUL 2 2 1996
REEL 3845 IMAGE 364

Michael Kaerek REGISTER OF DEEDS

all the lots in LAKE POINTE ESTATES OF FRANKLIN, being a redivision of a part of Certified Survey Map No 5122, and lands in the Southeast One-quarter (1/4) and Southwest One-quarter of the Southwest One-quarter of section 16, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin./

**DECLARATION OF RESTRICTIONS AND COVENANTS
AMENDMENT #3
LAKE POINTE ESTATES OF FRANKLIN**

WHEREAS, GOLDEN FIELDS DEVELOPMENT CORP. hereinafter referred to as "Developer", with offices located at 2719 South 60th Street, Milwaukee, Wisconsin 53219, is the developer of Lake Pointe Estates of Franklin, in the City of Franklin, Milwaukee County, Wisconsin.

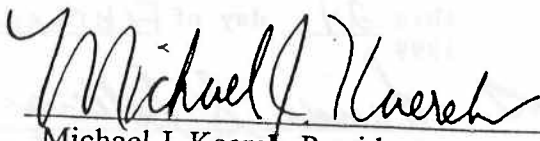
WHEREAS, the Developer, previously recorded with the Milwaukee County Register of Deeds a document known as DECLARATION OF RESTRICTIONS AND COVENANTS. Said document was recorded on September 1, 1992, as document number 6655950, and can be found on Reel 2855 Images 793-803. Developer now wishes to amend the SUBDIVISION RESTRICTIONS such that certain restrictions are amended and modified as follows.

4c (restated) An initial Board of Directors (three members) from whose ranks Association officers will be named, will be appointed by the Developer. The Developer may choose to establish this board anytime before the sale of the final developer owned lot. Until the sale of the final lot, the initial term of the Members of this Board will be at the discretion of the Developer. At the first annual meeting after the sale of the final owned lot, the Association shall hold elections for the Board of Directors. Along with other issues that should be decided at this meeting, Members should decide future terms of Board Members and procedures for holding elections. Procedures for naming officers, should also be decided.

These restrictions are being amended per paragraph 9 (i) of the recorded restrictions.

IN WITNESS WHEREOF, Golden Fields Development Corp. has caused these presents to be signed by Michael J. Kaerek, President Golden Fields Development Corp., at Milwaukee, Wisconsin this 31st day of July, 1996.

GOLDEN FIELDS DEVELOPMENT CORP.



Michael J. Kaerek, President

**DECLARATION OF RESTRICTIONS AND COVENANTS
AMENDMENT #4
LAKE POINTE ESTATES OF FRANKLIN**

WHEREAS, LAKE POINTE ESTATES HOMEOWNERS ASSOCIATION, hereinafter referred to as "The Association", PO Box 37819, Milwaukee, WI 53237 is the Association of **Lake Pointe Estates of Franklin**, in the City of Franklin, Milwaukee County, Wisconsin.


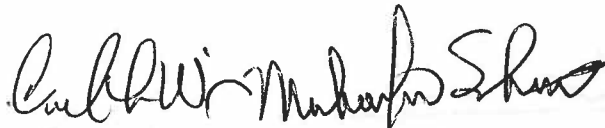
WHEREAS, The Association, previously recorded by the Developer, Golden Fields Development Corp located at 2719 S. 60th St, Milwaukee, WI 53219, with the Milwaukee County Register of Deeds a document known as **DECLARATION OF RESTRICTIONS AND COVENANTS**. Said document was recorded on September 1, 1992, as document number 6655950, and can be found on Reel 2855 Images 793-803. Amendment #2 was recorded on July 22, 1996 as document number 7244919 and can be found on Reel 3845 Images 363-364. Amendment #3 was recorded on December 30, 1996 as document number 7308134 and can be found on Reel 3957 Images 1265 to 1267. The Association now wishes to amend the **SUBDIVISION RESTRICTIONS** such that certain restrictions are amended and modified as follows.

3d (restated) No fencing will be allowed in front of the home except decorative split rail fencing consisting of not more than one post with rails running at an angle towards the ground. Decorative fence must be less than 3 feet in height. Only wooden or vinyl coated chain link fences, not more than 4 feet in height are allowed. No galvanized or metal fences are allowed anywhere in the subdivision except in the case of dog kennels.


These restrictions are being amended per paragraph 9 of the recorded restrictions.

IN WITNESS WHEREOF, The Association has caused these presents to be signed by,XXXXXXXXXXXX officers of the Association, at Franklin WI this XX day of August, 1998.

LAKE POINTE ESTATES HOMEOWNERS ASSOCIATION


President

Vice President, Treasurer

Subscribed and sworn to before me
this 24 day of February,
1999


My Commission expires 4/7/2002.