

**DECLARATION OF RESTRICTIONS
FOR
The PINES, City of Elkhorn, Walworth County**

This Declaration is made this 1st day of May, 2002 by The Pines of Elkhorn, LLC, hereinafter the "Developer".

WHEREAS, Developer is the owner of the property commonly known as the Pines Subdivision, located in the City of Elkhorn, Walworth County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer desires to subject the residential Lots in said Pines of Elkhorn Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms "Pines of Elkhorn", "Pines" and "subdivision", as used in this Declaration of Restrictions, are defined as the property described on the attached Exhibit A.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that the Pines will become and remain an attractive, quality residential community, to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to obtain harmonious use of materials and color schemes in improvements; and generally to insure the highest and best residential development of the property.

3. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning.

Storage sheds shall be allowed. These sheds shall be landscaped to provide vision sheltering from other lots or the public streets in the subdivision. All storage sheds shall have an exterior finish to match that of the primary residence for both siding and roofing materials and colors.

Other types of outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. shall also be allowed as long as they are designed in harmony with the main residence. All structures must be approved in writing by the developer or assigns.

4. LANDSCAPING AND DRIVEWAY

The Owners of each Lot, within one year of the date of issuance of an occupancy permit, shall plant a minimum of two (2) hardwood trees in the front yard of the residence. Each tree shall have a minimum trunk diameter, at the time of planting, of not less than 2" (two inches), measured 6" (six inches) above the ground surface. The two required trees shall be planted a minimum of 15 feet from the public sidewalk. The Owners of each lot shall additionally install a groomed lawn within one year of occupancy.

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. The driveway approach, extending from

the public street to the house side of the public sidewalk shall be concrete, and shall be installed in compliance with the driveway approach construction requirements of the City.

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained.

All fencing must be approved by the developer and designed for an aesthetically enhancing appearance.

All lots shall be kept neat and clean for a tidy appearance.

No alteration of drainage patterns or grades shall be allowed. No removal of any soils shall be allowed without express, written approval of the developer and the municipality.

5. OUT DOOR STORAGE & NUISANCES

No unlicensed vehicle or inoperable vehicle may be parked or stored on any Lot. Additionally, all storage of camping trailers (which shall include all recreational vehicles, or occupy-able facilities) shall be contiguous to the garage on the side of the home and screened from view of other neighbors through the use of landscaping. The surface of the area to be used for storage must be paved to match the driveway. Additionally, there shall be no habitation of camping trailers under any circumstance and these trailers shall not be hooked to the sewer, water, electricity, plumbing or any other services provided to the residents of the development. Any additional items to be stored shall be stored on the garage side of the residence and screened from view by landscaping.

No noxious or offensive activities 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.

6. ANTENNAE & SATELLITE DISHES

All exterior antennae and satellite dishes shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

7. MAILBOX

Each Lot shall have a uniform mailbox and newspaper box on a uniform post, which shall be installed by the Lot Owner at the Lot Owner's expense no later than the date of issuance of the occupancy permit. The design and specifications of the mailbox, newspaper box and post, including size, style, color and materials, shall be such as is determined by the Developer, so that all mailboxes, newspaper boxes and posts have a uniform appearance throughout the subdivision. The Lot Owners shall be responsible for maintaining the mailbox, newspaper box and post in proper condition at all times.

8. EASEMENTS, AMENDMENTS, ASSIGNMENT AND ENFORCEMENT

The Developer at its sole discretion may grant easements to the public utilities that will service the Lots at the Pines.

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the Lots in the subdivision, provided, however, so long as the Developer owns any Lot in the subdivision, or any portion of the land described on the attached Exhibit B, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer.

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

The restrictions and covenants herein contained may be enforced by the Developer and/or by any Lot Owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, and/or by any Lot Owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the

construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer undertake any enforcement action.

9. TERM & SEVERABILITY

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats., but including any future amendments, modifications or re-numbering of that section).

Any deviation from these restrictions must be approved by the developer. These deviations shall be allowed based upon the sole judgment of the developer and the developer's interpretation of a practicality or hardship need for the resident/home owner. These deviations must be manifested in writing. Any verbal declaration or deviation shall not be considered valid.

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2002.

Pines of Elkhorn, LLC, Developer

By: _____

Scott Simon, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this _____ day of _____, 2002, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI
My commission expires _____

Drafted by: Scott Simon
Developer, Member
The Pines Of Elkhorn, LLC
18885 Emerald Drive
Brookfield, WI 53045

Return to: Infinity Builders, Inc
18885 Emerald Drive
Brookfield, WI 53045

**EXHIBIT A
LEGAL DESCRIPTION**

(The Pines, City of Elkhorn, Walworth County, State of Wisconsin)

EXHIBIT B

(Legal Description of Phase II)