

**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
HIDDEN LAKES ADDITION NO. 5**

This Declaration of Restrictions for Hidden Lakes ("Declaration") is made as of the _____ day of _____, 1999, by **HIDDEN LAKES DEVELOPMENT, LLC**, a limited liability company, hereinafter referred to as "DEVELOPER."

RECITALS

WHEREAS, DEVELOPER is the owner of the lands described in Exhibit A and desires to impose these Declaration of Restrictions and Covenants for Hidden Lakes Addition No. 5; and

WHEREAS, Hidden Lakes Development, LLC as DEVELOPER hereunder desires to comply with the requirements of the City of Franklin that each successor Lot Owners pay and be responsible for their proportionate annual and special assessments as are imposed from time to time by the Tumblecreek Owners' Association, Inc. ("Owners' Association") in connection with maintaining and administering the Common Areas which constitute the lands owned by the Owners' Association as depicted on Exhibit B attached hereto and consisting of Outlots 1, 2, 3, 26 and 47 (the "Common Areas").

NOW, THEREFORE, DEVELOPER HEREBY DECLARES that the lands to be platted as Hidden Lakes be used, held, transferred, sold and conveyed shall be subject to the conditions set forth in this Declaration, which will inure to the benefit of and pass with said property in each and every parcel thereof as covenants running with the land and shall apply to and bind all successors-in-interest, users and owners thereof.

DEFINITIONS

- (a) "Committee" or "Design Review Committee" shall mean the Committee referred to in Article 3.
- (b) "Dwelling" shall mean a single family residence.
- (c) "Lot" shall mean one of the individually platted lots located within the Subdivision.
- (d) "Lot Owners" shall mean the fee simple owner(s) of record title to a Lot or the purchaser(s) under a recorded land contract to a Lot.
- (e) An Article shall mean all those provisions included under an Article heading, including all Sections (e.g. 2.3) and paragraphs (e.g.2.3.1).
- (f) "Subdivision" shall mean HIDDEN LAKES ADDITION NO. 5 as

Approved
EXHIBIT 8 - 2001
in
LOTS 247-298

described below.

(g) "City" shall mean the City of Franklin, Wisconsin.

ARTICLE 1

PROPERTY SUBJECT TO DECLARATION

1.1 PROPERTY SUBJECT TO DECLARATION

1.1.1 The following property shall be the property subject to this Declaration:

See Exhibit "A"

ARTICLE 2

USE OF LOTS

2.1 GENERAL PURPOSE

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential community; to preserve and maintain the natural beauty of all areas within the Subdivision; to guard against the erection or Maintenance of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to encourage the erection of attractive residential structures at appropriate locations on the Lots; to prevent haphazard and inharmonious improvements of building sites, structures and other improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of property within the Subdivision.

2.2 DISCLAIMER

Although the DEVELOPER is implementing this Declaration with the intentions set forth above, the DEVELOPER makes no assurance, representation or guaranty that the stated intentions of these covenants shall be achieved, or as to the ultimate value of Lots in the Subdivision, or as to any stability or increase in value as a result of the imposition of this Declaration.

2.3 SINGLE FAMILY LOTS

2.3.1 All Lots shall be used solely and exclusively for single family residential purposes.

2.3.2 No building shall be erected, altered, modified or permitted to remain on any Lot other than one Dwelling intended for single family occupancy, not exceeding 30 feet in height, with

an attached private enclosed garage for not less than two nor more than three automobiles.

2.3.3 No further division or subdivision of any Lots in the Subdivision shall be allowed without approval of the Plan Commission of the City of Franklin.

2.4 APPROVAL REQUIRED FOR IMPROVEMENTS

2.4.1 No building, structure, wall, fence, swimming pool, structure, concrete slab, garage, porch, patio, gazebo, tennis court, wall, antenna, satellite dish, dog house or run or any other improvement (all the foregoing "Improvements") shall be constructed, erected or placed on any Lot or altered, modified or changed (as to layout, location, exterior design, color or in any other way), until the plans, specifications, drawings and survey, (all the foregoing, "Submissions") have been approved in writing by the Design Review Committee. The Design Review Committee shall have thirty (30) days from delivery of the Submissions in which to approve or reject the Submissions. The Design Review Committee shall additionally have the right to request supplemental Submissions prior to reaching a determination. If the Design Review Committee has failed to approve, reject or request in writing additional Submissions within the thirty (30) day period from the date of the Design Review Committee's receipt of the final Submission, the Submissions shall be deemed approved.

2.4.2 Upon approval of the Submissions by the Design Review Committee and upon receipt of all necessary municipal or governmental approvals and permits, a Lot Owner may commence construction in accordance with the approved Submissions, provided that no changes shall be made with respect thereto unless prior approval is obtained from the Design Review Committee.

2.4.3 Construction of Improvements shall be completed within one year after the last approval or permit has been obtained necessary for commencement thereof, unless otherwise limited by municipal or governmental approvals and permits.

2.5 SINGLE FAMILY DWELLING LIVING AREA REQUIREMENTS

All Dwellings constructed in the Subdivision shall have no less than the following minimum living area at or above grade, exclusive of porches, garages, bays, patios, breezeways, and other similar additions:

2.5.1 As to Lots 270 through 294:

One Story Dwellings: Not less than 2,000 square feet.

Two Story Dwellings: Not less than 2,300 square feet with a minimum of 1,100 square feet on the first floor.

2.5.2As to Lots 247 through 269 and 295 through 298:

One Story Dwellings: Not less than 1,850 square feet.

Two Story Dwellings: Not less than 2,200 square feet with a minimum of 1,100 square feet on the first floor.

2.5.3As to Lots 253, 254, 283 through 289:

These lots will be restricted to a Two Story Dwelling only.

2.5.4As to Lots 251, 257 and 290:

These lots will be required to have a split grade, which will be four (4) feet lower on the side yard. Lookout basements should be considered.

As to Lots 264, 265, 284 through 287, 289, and 293 through 298:

These lots will be required to have a split grade, which will be four (4) feet lower in the rear yards. Lookout basements should be considered.

As to Lots 266, 267, 268, 269 and 288:

These lots will be required to have a split grade, which will be eight (8) feet lower in the rear yards. Walkout basements should be considered.

2.6 BUILDING SETBACKS

No Improvements shall be located on any Lot in a manner which violates any area or setback restrictions required by the City of Franklin Zoning Ordinance. The Committee may impose further modifications or restrictions to harmonize and coordinate Improvement placements as a condition to approval of Submissions.

2.7 GARAGES: PARKING

2.7.1 Each Lot shall have a Private enclosed garage attached to the Dwelling for the on-site storage of automobiles and which garage is connected to the street by a properly surfaced asphalt or concrete driveway. Driveways shall be installed and completed

within one year following the date of occupancy permit issuance.

2.7.2 The garage shall harmonize with the Dwelling as to design, materials and finished floor elevation.

2.8 DRIVEWAY APPROACH

2.8.1 In conjunction with the paved streets for the Subdivision, the DEVELOPER has caused to be installed concrete curbing to abut to the outside edges of the pavement.

2.8.2 Lot Owners shall integrate the installation of their driveway and approach to match and abut such concrete curbing.

2.9 ROOFING MATERIAL AND CONSTRUCTION

2.9.1 The Design Review Committee reserves the right to approve roof designs and types of roofing material as it determines to be in keeping with the architecture of the proposed Dwelling.

2.10 EXTERIOR BUILDING MATERIALS AND DWELLING QUALITY

2.10.1 All construction plans for Improvements shall identify the proposed materials and are subject to Design Review Committee. Only materials approved by the Design Review Committee shall be used in construction of Improvements.

2.10.2 Only Submissions deemed by the Design Review Committee to be of high quality and consistent with other Dwellings adjacent to the subject Lot shall be approved.

2.10.3 All proposed color schemes for each Dwelling to be erected, altered, modified, restained or repainted shall be first submitted to the Design Review Committee for approval prior to painting and staining.

2.10.4 Natural building materials shall be used for all exterior trim, including facias, soffits, freeze boards and all window surrounds on Dwellings.

2.10.5 Except as above provided, only brick, natural stone, cedar, redwood, aluminum or vinyl, or a combination of the foregoing shall be permitted on Dwelling exteriors. However, aluminum or vinyl siding shall be used in a horizontal manner only. Where aluminum or vinyl is used, all exterior corners are to be wrapped in a minimum of 6" on all sides with cedar.

2.10.6 When shutters are used on the front of a Dwelling, they shall also be used on all windows on the sides and rear as the Design Review Committee shall require. Window casings, window

grids and trim features shall be generally uniform.

2.11 LAMPPOSTS

2.11.1 Lampposts are not required. However, any Lot Owner desiring to install a lamppost shall need style and location approval by the Design Review Committee.

2.12 PRESERVATION OF TREES

Developer recognizes the environmentally sensitive wood areas located on Lots 283 through 289, Lots 291 through 298 and Lots 252 through 254, and desires to preserve and protect these wooded areas for the overall enhancement of the subdivision and individual lot owners. Accordingly, no living trees located on any of the aforementioned Lots which have a trunk diameter greater than or equal to four (4) inches at four (4) feet above grade shall be removed or altered except with the prior approval of the Design Review Committee. Trees proposed for removal shall be so designated on the plat of survey constituting part of the Lot Owner's Submissions to the Design Review Committee. Notwithstanding the foregoing, trees located within ten (10) feet of the building pad of the residence may be removed without specific approval, provided the location of such Dwelling was approved by the Design Review Committee. Other than those trees located within the building pad area, all other existing trees shall be protected during the period of construction and grading.

In the event that the lot owner by virtue of the home construction, clearing of woodlands and grading generates more than a 30 percent reduction in the wooded area, then in that event the lot owner shall be obligated to submit landscaping plans providing for the replanting of sufficient trees in order to re-establish 70 percent or more preservation of the wooded areas on their lot.

2.13 PRESERVATION EASEMENT

To enhance the Preservation Easement Area as depicted on the Final Plat of the Subdivision, to promote wildlife and vegetation, to enhance enjoyment of the pristine environment, and/or to improve water quality, and drainage, a property owner may conduct improvements within the Preservation Easement only with the approval of the City of Franklin; the City of Franklin may elect to solicit the advice or approval of the Wisconsin Department of Natural Resources, or similar State agency, of the improvement. Improvements may include, but are not limited to, animal and bird feeding stations, park benches, removal of animal blockage of natural drainage, etc.

In order to preserve, enhance and promote the indigenous environment, the following shall be prohibited within the

preservation easement:

- a. Filling, grading or changing of grades.
- b. Filling with yard waste or other landscape materials.
- c. Removal of indigenous vegetation, except for removal of dead or diseased trees.
- d. Planting of vegetation not native to the site or not typical wetland vegetation.
- e. Construction of any permanent structure, fences, play equipment or the like.

2.14 GROUND FILL ON BUILDING SITE

Where ground fill is necessary on any Lot to obtain the proper topography and finish ground elevation, it shall be ground fill free of waste material, and shall not contain noxious materials of any kind. All fill materials shall be graded and contoured in accordance with the Master Site Grading Plan approved by and on file with the City. During construction of a Dwelling, adequate measures shall be undertaken to comply with applicable erosion control laws, statutes and ordinances.

2.15 SWIMMING POOLS

No swimming pool shall be erected, altered or modified in the Subdivision without the prior written approval of the Design Review Committee given after review of such plans and specifications as the Committee deems necessary. All plans shall denote offsets, landscape treatments and proposed fencing. No above ground swimming pool shall be permitted.

2.16 LOT GRADING

2.16.1 All Submissions to the Design Review Committee shall include a plat of survey prepared by a registered land surveyor approved by the Committee. Such plat shall depict the size and location of the Dwelling, Lot drainage, identify the proposed finished ground grade or garage floor grade and other grades on the Lot and on such adjacent Lots as required by the Committee.

2.16.2 Except as to "Wooded Lots" (as defined in paragraph 2.16.3 below) all Lots shall be graded to conform to the Subdivision's Master Site Grading Plan, which is on file at the City and except as to Wooded Lots, no plat of survey shall be approved which fails to conform with said Master Site Grading Plan.

2.16.3 Submissions for Wooded Lots shall include an **individual site grading plan** which will maximize maintaining existing tree cover and which conforms to drainage patterns depicted on the Master Site Grading Plan. Individual site grading plans for a Lot are subject to review and require the approval of both the Design Review Committee and the City staff. Minor variations from the Master Site Grading Plan which do not violate the purpose, efficacy and intent of the Master Site Grading Plan may be approved by the Design Review Committee, subject to final approval by City staff, if good and sufficient reason for same exist particularly where the requested variation is for the purpose of preserving existing trees. **"Wooded Lots" are defined as Lots 283 through 289, Lots 291 through 298, and Lots 252 through 254 inclusive.**

2.16.4 Following Design Review Committee approval of the building grade and drainage indicated on its plat, the applicant may submit the plat of survey to the City for its review and approval or denial.

2.16.5 Final grading of a Lot shall be completed within two months following the date of occupancy permit issuance, weather permitting.

2.16.6 Where retaining walls are required on a Lot by the Design Review Committee, such walls shall be completed as part of the final grading.

2.16.7 Any and all erosion control measures required under any federal, state or local law, statute, ordinance, rule or regulation shall be observed during construction and other improvements on a Lot.

2.16.8 All landscaping (including sodding or seeding) in the manner approved by the Design Review Committee shall be completed within one year following occupancy permit issuance.

2.17 NUISANCES

2.17.1 No noxious or offensive odor, activity or condition shall be permitted to exist in, on or about any Dwelling or Lot, which is, or may become, an annoyance or nuisance to any other Lot or Lot Owner.

2.17.2 No building or construction material shall be stored on any Lot outside of a Dwelling or garage, other than during periods of actual construction or remodeling and then only for as long as reasonably necessary therefor.

2.17.3 Each Lot Owner shall perform such periodic

maintenance as necessary to keep the Lot, Dwelling and other Improvements in a neat and clean appearance, including without limitation, the mowing of grass and removal of weeds, leaves and debris.

2.18 TEMPORARY STRUCTURES AND OUTBUILDINGS

No structure of a temporary nature, including without limitation, any trailer, tent or shack, shall be permitted on any Lot. No barn or shed shall be permitted in the Subdivision. Storage facility or outbuilding shall not be permitted except with the approval of the Design Review Committee.

2.19 ADDITIONAL CONSTRUCTION PROCEDURES

All construction on a Lot shall be completed in full compliance with all laws, statutes, ordinances, rules and regulations of any governmental entity with jurisdiction over the Subdivision. By way of illustration, and not limitation, no filling of wetlands shall be permitted and all erosion control measures shall be strictly observed. Additionally, each Lot Owner during construction of a Dwelling, shall be responsible for insuring that (i) no construction debris is permitted to accumulate on any Lot and/or be in any way stored or deposited on any other Lot and (ii) no damage is caused to any of the public improvements installed by DEVELOPER. All construction debris shall be kept in appropriate containers and removed as expediently as possible. Each Lot Owner shall indemnify and hold harmless DEVELOPER and each other Lot Owner for any failure to comply with the provisions of this Section 2.19. Such hold harmless and indemnity shall include any and all claim, loss or liability, including reasonable attorneys fees and any imposition of penalty, forfeiture or assessment by the City.

2.20 SIGNS

No sign of any kind shall be placed or displayed to the public view on any Lot, except one sign of not more than six (6) square feet advertising the Lot or Dwelling for sale.

2.21 ANIMALS AND PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs and cats may be kept so long as not kept, bred or maintained for any commercial purpose nor in any unreasonable manner.

2.22 WATER SUPPLY

Each Dwelling shall be connected to the water supply mains of the City. No individual wells shall be permitted within the

Subdivision.

2.23 SEWAGE DISPOSAL

Each Dwelling shall be connected to the City's sewer system and no septic tank or individual sewage system shall be permitted within the Subdivision.

2.24 GARBAGE AND REFUSE DISPOSAL

No trash, garbage, refuse or debris of any kind shall be maintained on a Lot except in sanitary containers either inside the garage or outside in sanitary containers adjacent to the Dwelling, suitably screened from view from streets and adjoining Lots. Each Lot Owner shall observe any and all statutes, laws, ordinances or other rules or regulations of governmental entities with jurisdiction over the Subdivision respecting the separation and disposal of all rubbish, garbage and waste. Outside incinerators are not permitted.

2.25 WIRES, ANTENNAS AND ELECTRICAL TRANSFORMERS

2.25.1 All utility wiring (including without limitation, service lines to individual Dwellings) shall be installed underground unless otherwise permitted by the Design Review Committee prior to such installation.

2.25.2 No external television or radio antennae, satellite dish, or other similar devices shall be erected without the prior approval of the Design Review Committee. In any case, no satellite dish shall be installed which is (i) larger than twenty-four (24) inches in diameter, and (ii) visible from any roadway.

2.25.3 Requirements for distances from electrical transformers are twenty (20) feet from an exterior door opening, ten (10) feet for a window, and twenty-five (25) feet diagonally from a fresh air intake.

2.26 FENCES AND WALLS

No fence or wall of any height shall be permitted on any Lot except upon the prior approval of the Design Review Committee, provided, however, that in no event shall any proposed fence or wall be permitted to extend into the minimum front setback line specified in Paragraph 2.6.

2.27 TREE PLANTING

As part of the landscaping performed on the Lot, each Lot Owner shall be required to plant a minimum of one (1) tree in the

front yard of the Lot which is a minimum of two and one-half inch (2-1/2") caliper at a height of four feet (4') above grade.

2.28 ELECTRICAL CONNECTION BOX

Any electrical connection box in a front or side yard shall be screened from view from the street with landscaping (not deciduous plantings) at least equal to the height of said box.

2.29 OUTSIDE VEHICLE STORAGE

Only automobiles and other passenger vehicles with no more than two axles may be parked on a Lot outside of a garage in the Subdivision. Such permitted vehicles are further limited to being parked only on driveways which have been approved by the Design Review Committee as part of the Submissions process. The Design Review Committee will not approve any parking slab. No lawn or farm vehicle or equipment, recreational vehicle, trailer, boat, boat trailer, snowmobile trailer or similar vehicle or equipment shall be parked or stored on any Lot except in a garage. No commercial vehicles of any kind, including semitrailer tractors, dump trucks, delivery trucks or vans or similar vehicles, irrespective of ownership, may be parked or stored on a Lot other than temporarily for the delivery of materials or merchandise or during a temporary period of construction or remodeling upon a Lot. No motorized vehicles, snowmobiles, or any other recreational vehicle of any kind shall be operated on any Lot, driveway or parking area within the Subdivision.

2.30 VIOLATION OF DECLARATION: NO REVERSION OF TITLE

No violation or breach of any covenant, condition, restriction or other provision of this Declaration shall cause a reversion of title.

ARTICLE 3

DESIGN REVIEW COMMITTEE

3.1 ESTABLISHMENT

So long as the DEVELOPER owns any Lot or Lots within the Subdivision, DEVELOPER shall designate the persons (three in number) who shall from time to time comprise the membership of the Design Review Committee. Such members as appointed by DEVELOPER need not be Lot Owners.

3.2 TRANSFER OF CONTROL

At or about the time of DEVELOPER'S conveyance of the final lot owned by DEVELOPER in the Subdivision (including any additions thereto) all Committee members appointed by DEVELOPER shall resign and replacements therefor shall be elected by all Owners at a special meeting duly noticed and held. One vote shall be appurtenant to each Lot. There shall be no cumulative voting. Members of the Design Review Committee shall serve terms of three (3) years commencing on the date of election. If at any time a vacancy occurs on the Design Review Committee, the other members of the Design Review Committee shall appoint another Lot Owner to fill the remaining term of the departing Design Review Committee member. Except for Design Review Committee members appointed by DEVELOPER who need not be Lot Owners, all Design Review Committee members shall be Lot Owners.

ARTICLE 4

EASEMENTS

4.1 DRAINAGE AND UTILITY EASEMENT

DEVELOPER further reserves the right exercisable at any time that DEVELOPER continues to own a Lot in the Subdivision, to declare an easement over the rear or side yard ten (10) feet of any one or more Lots in the Subdivision for drainage and/or other utility purposes. Each Lot Owner by acceptance of a deed from DEVELOPER or any successor or assign of DEVELOPER consents to the reservation hereinabove made and appoints DEVELOPER as said Owner's attorney-in-fact for the purpose of executing such further instruments as DEVELOPER deems necessary or appropriate to effect such easement conveyance. Additionally, any person or entity taking a mortgage in any Lot consents to the foregoing conveyance by DEVELOPER of the final Lot owned by DEVELOPER in the Subdivision, including any additions to the Subdivision as subsequently made by DEVELOPER. The right reserved herein shall expire upon the conveyance by DEVELOPER of the final Lot owned by DEVELOPER in the Subdivision, including any additions to the Subdivision as subsequently made by DEVELOPER.

ARTICLE 5

MISCELLANEOUS

5.1 TERMS OF DECLARATION

This Declaration, and the restrictions, covenants, conditions and easements set forth herein, shall constitute covenants running with the land and shall be binding for a period of twenty-five (25) years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the DEVELOPER. After the expiration of such initial twenty-five (25) year period, this Declaration shall be automatically renewed for successive periods of ten (10) years, unless there is recorded an instrument terminating this Declaration, executed by the Owners of at least seventy-five (75%) percent of all Lots subject hereto, in which event the Declaration shall terminate upon the expiration of the initial or renewal term then in effect at the time of recording of such instrument of termination.

5.2 AMENDMENTS TO DECLARATION

5.2.1 Except as to the right reserved to DEVELOPER at paragraph 5.2.2 of this Section, this Declaration may only be amended or modified by recording a written instrument in the Register of Deeds Office for Milwaukee County by (i) the DEVELOPER and Owners of at least sixty (60%) percent of the Lots in the Subdivision not owned by the DEVELOPER, so long as DEVELOPER continues to own any Lot(s) in the Subdivision; or (ii) Owners of at least seventy-five (75%) percent of the Lots subject to these restrictions, following the initial conveyance of the DEVELOPER of its final Lot subject to these restrictions.

5.2.2 Notwithstanding anything in paragraph 5.2.1 above to the contrary, DEVELOPER specifically reserves the right at any time prior to DEVELOPER'S sale of its final Lot in the Subdivision to amend this Declaration for the purpose of correcting any scrivener's or other error.

5.2.3 No amendment may be made which violates any City ordinance.

5.2.4 Notwithstanding anything in Paragraphs 5.1, 5.2.1 above to the contrary, the DEVELOPER specifically acknowledges that no amendment may be made concerning Section 2.5 hereof except with the prior written approval of the Owners' Association. In addition, no termination of the Declarations at Paragraph 5.1 may occur which would in any way terminate the Owners' Association's right to enforcing the minimum square footage requirements detailed at Paragraph 2.5 unless written consent is given by the Owners' Association as to that matter.

5.2.5 DEVELOPER acknowledges that there shall not be any future redivision of the lands described on Exhibit A without the express written consent of the Owners' Association.

5.3 RULES GOVERNING AND CONFLICT

All Lots and Lot Owners are subject to all rules, codes, regulations and ordinances of the City of Franklin, the County of Milwaukee, the State of Wisconsin, and the federal government. In the event of a conflict between these rules codes, regulations and ordinances and the provisions of this Declaration, the most restrictive provision shall apply.

5.4 ENFORCEMENT OF DECLARATION

Except as to those matters which may be enforced by the Owners' Association as detailed in Section 5.2.4 and Section 5.2.5, this Declaration may only be enforced by DEVELOPER during such time as DEVELOPER owns any Lots within the Subdivision and, thereafter, by the Lot Owners. Such enforcement may be by appropriate proceedings at law and/or in equity and to the extent a Lot Owner is found to have violated any provision or term hereof, such Owner shall be responsible for all costs of enforcement including attorney's fees as incurred in such action. The City shall have the right to enforce any provisions of this Declaration. In the event the City is required to enforce the provisions of this Declaration, the cost of enforcement incurred by the City shall be assessable as a special charge against the offending Lots in the subdivision pursuant to Section 66.60(16), Wis. Stats. The DEVELOPER hereby waives, pursuant to Section 66.60(18), Wis. Stats., any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Section 66.60 and the notice requirements of Section 66.54(7)] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein.

5.5 SEVERABILITY

The invalidity or unenforceability of any term, condition or provision of this Declaration for any reason, by judgment or court order, shall in no way affect the validity or enforceability of any other term, condition or provision hereof, all which shall remain in full force and effect for the term of this Declaration.

5.6 SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement for Hidden Lakes has been entered into between the Subdivider-DEVELOPER and the City of Franklin, a copy of which is on file in the City Clerk's office.

5.7 CITY REVIEW

The reviewing of this Declaration by the City shall not be construed that the City approved the Declaration's terms.

IN WITNESS WHEREOF, DEVELOPER has executed this Declaration of Restrictions and Covenants for Hidden Lakes on the date and year first above written.

HIDDEN LAKES DEVELOPMENT, LLC
By Sileno Companies, Inc.

By:
Its President, Managing Member

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____,
1999, the above named

_____ to me known to be the Managing Member of Hidden Lakes Development, LLC, who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission

**PROTECTIVE COVENANT, COST-SHARING AND
GRANT OF EASEMENT AGREEMENT**

AGREEMENT made effective this 30th day of April, 1999, by and among **HIDDEN LAKES DEVELOPMENT, LLC**, a Wisconsin limited liability company (hereinafter referred to as "Developer") and **TUMBLECREEK OWNERS' ASSOCIATION, INC.**, a Wisconsin non-profit corporation ("Owners' Association").

RECITALS

WHEREAS, Developer is the owner of the lands described on Exhibit A attached hereto (the "Developer Property"); and

WHEREAS, Owners' Association is the owner of the lands depicted as Outlots 1, 2, 3, 26 and 47 on Exhibit B attached hereto (the "Common Areas"); and

WHEREAS, Developer has sought and obtained preliminary and final plat approval ("Plat Approval") to create a subdivision on the Developer Property consisting of individual lots known as Lots 247 through 298 inclusive (individually, a "Lot"), as detailed on the attached Exhibit "B"; and

WHEREAS, during the Plat Approval process, the City of Franklin ("City") mandated that Developer and each successor owner of a Lot (a "Lot Owner") pay and be responsible for their proportionate annual and special assessments as are imposed from time to time by the Owners' Association in connection with maintaining and administering the Common Areas; and

WHEREAS, the Owners' Association in consideration of the Developer and each successor Lot Owner paying such annual and special assessments as aforementioned has agreed to grant to Developer and each successor Lot Owner the right to the use and enjoyment of all of the Common Areas and has agreed to grant to each Lot Owner (but not the Developer) one vote per Lot in the Owners' Association as such rights are exercised pursuant to the recorded Declaration of Restrictions and Covenants for Tumblecreek (the "Hidden Lakes Declaration") as recorded in the office of the Register of Deeds for Milwaukee County as Document No. 5483055, Reel 1383, Image 270-290 inclusive; and

WHEREAS, Developer has agreed to provide Protective Covenants to the Owners' Association under the Declaration of Restrictions to be recorded against the Developer Property by Developer (the "Developer Declaration") with respect to the minimum square footage of houses on the Lots as well as any future redivision of the Lots;

NOW, THEREFORE, for good and valuable consideration, including the above recitals, the receipt and sufficiency of which is acknowledged, it is hereby agreed as follows:

I. **Consent to Assessment**. The Developer, its successors and assigns, and each Lot Owner agrees to pay on a per Lot basis such annual and special assessments ("Assessments") as are imposed from time to time by the Owners' Association on other owners of lots in the Hidden Lakes Subdivision including, but not limited to, any special assessments related to the dredging of the lakes or ponds in the Common Areas. The obligation of the Developer,

its successors and assigns, and each Lot Owner to pay such per Lot Assessment shall commence at the time that an individual lot is conveyed by the Developer. The Developer shall, within ten (10) days of the conveyance of a Lot to a Lot Owner, deliver to the Owners' Association (a) notice of such conveyance (including the name and address of the Lot Owner), and (b) the first year's Assessment for such Lot. The Association shall provide the Developer with the amount of the first year's Assessment on any Lot upon ten (10) days written notice. After the initial conveyance of a Lot from the Developer to the Lot Owner, each such Lot Owner shall be responsible for its per Lot Assessment.

2. Accrual of Assessment. Subject to Paragraph 1 above, Assessments shall be paid at the same time they are due from other owners of lots in the Hidden Lakes Subdivision ("Due Date"). Any Assessment not paid by the Due Date shall thereafter bear interest at the rate of 12 percent per annum until paid. The Owners' Association shall have the right and power to bring an action at law or in equity against the Lot Owner, its successors or assigns to pay the Assessment and/or foreclose a lien against the affected property and collect interest, costs and reasonable attorneys' fees of any such action.

3. Grant of Easement of Enjoyment. The Owners' Association hereby grants a non-exclusive perpetual easement for use, enjoyment, ingress and egress over and to all of the Common Areas as detailed in the Hidden Lakes Declarations as such rights exist from time to time ("Easement Grant"). This Easement Grant is expressly made contingent upon Developer, its successors and assigns and each Lot Owner adhering to the rules and regulations duly adopted from time to time by the Owners' Association as it relates to the use of the Common Areas. It is the intent and purpose of the Easement Grant to vest the same rights of use, enjoyment, ingress and egress as are vested from time to time in other owners of lots in the Hidden Lakes Subdivision and this Easement Grant shall be construed in accordance with that intended purpose.

4. Grant of Vote. In consideration of the consent to the Assessment contained in Paragraph 1 above, Owners' Association herewith grants and acknowledges the individual Lot Owners' right to vote one vote per Lot as a member of the Owners' Association, which right to vote shall be similar and identical to the right of existing members of the Owners' Association as detailed under the Hidden Lakes Declaration. The Developer and its successors and assigns shall have no right to vote notwithstanding its ownership of any Lot; only individual homeowners who purchase a Lot from the Developer (and their successors and assigns) shall have the right to vote.

5. Protective Covenant. Developer, its successors and assigns herewith subjects the Developer Property to a protective covenant in favor of the Owners' Association such that there shall not be any modification to the minimum square footage requirements contained in the Developer Declaration except with the prior written approval of the Owners' Association. In addition, the Developer, its successors and assigns agree that there shall be no further redivision of the Lots as depicted on Exhibit "B" without

the prior written consent of the Owners' Association.

6. **Binding Agreement.** This Agreement and all covenants, provisions, terms or conditions shall run with the land and be binding upon and inure to the benefit of the Owners' Association, Developer, Lot Owners and their respective successors and assigns, and all parties having or subsequently obtaining an interest in the Developer Property or Common Areas.

7. **Amendments.** This Agreement may be amended only by a writing signed by the Owners' Association and Developer so long as Developer owns all Lots. At the time that the Developer conveys an individual Lot, an amendment to this Agreement may only be made by a writing signed by the Owners' Association, the Developer and a majority in interest of such conveyed Lots. Once Developer has transferred all individual Lots, this Agreement may be amended only by a writing signed by the Owners' Association and a majority in interest of the individual Lots.

8. **Enforcement.** Each of the parties to this Agreement may enforce its rights by appropriate proceedings at law and/or in equity to the extent that the other party has violated any provision or term hereof and shall be entitled to recover all costs of enforcement including reasonable attorneys' fees incurred in such action. Any owner of a lot in the Hidden Lakes Subdivision is a third party beneficiary of this Agreement and may enforce the Owners' Association's rights hereunder

9. **Invalidity.** The invalidity or unenforceability of any terms, condition or provision of this Agreement for any reason by judgment or court order shall not in any way affect the validity or enforceability of any other term, condition or provision hereof all of which shall remain in full force and effect.

10. **Notices.** All notices or other communication required or permitted to be given by this Agreement shall be in writing and shall be considered as properly given if mailed by first class, United States Mail, postage prepaid. Any notice that is mailed or given by overnight courier service shall be effective upon its deposit in the United States mail or when given to the overnight courier service. Notice given in any other matter shall be effective only if and when received by the addressee.

IN WITNESS WHEREOF, Developer and Owners' Association have executed this Agreement on the date and year first above written.

HIDDEN LAKES DEVELOPMENT, LLC
By Sileno Companies, Inc.

By: