

VALLEY ROAD FARMS, PHASE II

CITY OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS AND COVENANTS**

WHEREAS, Robert and Carola Loepfe (hereinafter collectively referred to as "Developer"), with office is located at 34311 Valley Road, Oconomowoc, Wisconsin, 53066, owns all of the lots in Valley Road Farms, Phase II:

Valley Road Farms Addition No. 1 being a division of Outlots 1, 2 and 3 of Certified Survey Map No. 8645 and a part of the NW 1/4 of the NE 1/4 and NE 1/4 of the NW 1/4 of Section 18, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin.

WHEREAS, the Developer has subjected the property identified above to a Declaration of Restrictions and Covenants.

WHEREAS, Developer now wishes to amend the above-described Declaration of Restrictions and Covenants to provide for an incorporated, not for profit Homeowner's Association in order to maintain the common areas in the subdivision in a satisfactory and aesthetically pleasing manner as well as perform such other duties and obligations as are described herein;

WHEREAS, Developer further wishes to amend the above-described Declaration of Restrictions and Covenants to put future owners on notice of the grading requirements in the subdivision;

NOW, THEREFORE, LET IT BE KNOWN that Developer does hereby amend the Declaration of Restrictions and Covenants for Valley Road Farms, Phase II.

SECTION 1. Article VIII shall be created to provide as follows:

ARTICLE VIII

Owner's Association

- a. **Owners Association to be Created.** Developer shall create a non-profit corporation to be known as the Valley Road Farms Homeowner's Association, Inc., hereinafter referred to as the "Association".
- b. **Purpose.**

- To own and maintain common owned lands, together with any other amenity that may be provided by Developer or the Association, and that may exist from time to time;
 - To assess the prorated share of the cost of maintenance and other expenses incurred from operation of the Association, upon the individual Lot owners, and to collect such assessments, and;
 - To act as the ACC upon termination of Developer's involvement in the subdivision.
- c. **Membership.** Each lot owner, whether numbering one (1) 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 Lot owned.
- d. **Directors and Officers of the Association.** An initial Board of Directors of three (3) members will be appointed by Developer and shall be comprised of Developer or its representatives or assigns. The Board of Directors shall name the Association officers. Developer shall establish this Board prior to the sale of the final Lot in the subdivision. Until the sale of the final Lot, the initial term of the members of this Board will be at the discretion of Developer. At the first annual meeting after the sale of the Developer's final owned Lot, the Association shall hold elections for the Board of Directors.
- e. **Annual and Special Meetings.** An annual meeting at a date, time and location to be determined by the Board of Directors must be held each year. The purpose of the meeting will cover various issues including, but not limited to, the annual budget, subdivision improvements, future election of Directors and other business deemed necessary by the Board. The initial meeting shall be held within 60 days of the Developer establishing the Board. Special meetings may be called by the Board of Directors, acting on their own, shall be called upon petition of 20% of the Lot owners following provision of a notice thereof at least 48 hours prior to convention.
- f. **Operating Budget and General Annual Assessment.**
- Commencing with the establishment of the Board of Directors, 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).

- 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 outlot 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.
 - 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 assessments shall be paid by each Lot owner to the Association in a lump sum, on or before the first day of March of each year.
- g. **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 by a majority of the members of the Association present at a membership meeting called for that purpose.
- h. **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 a 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 (18%) percent per annum, and the Association may bring an action at law, filing of a mechanic's lien or lien 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.
- i. **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.

SECTION 2. Article IX shall be created to provide as follows:

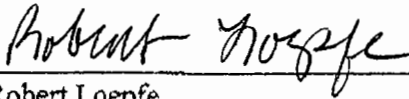
ARTICLE IX

Grading

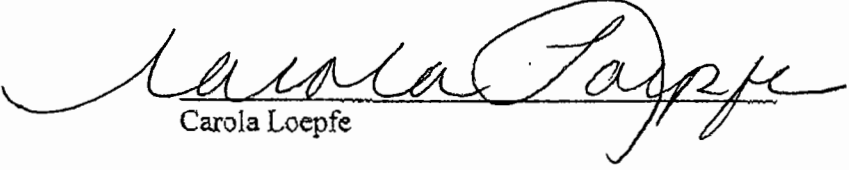
- a. Grading on Lots in the subdivision must be completed substantially in compliance with the master grading plan on file with the City of Delafield. Deviations from the grading plan must be approved by the ACC and City of Delafield Engineer. The City of Delafield Engineer will only approve deviations based on grading plans encompassing the general area, not just one lot.
- b. As part of the grading and landscaping of each Lot in the subdivision, no part of the outlot or storm water detention areas that are 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 Delafield. These areas are to be maintained in lawn.
- c. A copy of the approved grading plans for the subdivision shall be kept in the offices of the City Engineer, City of Delafield. Lots which are identified on the grading plan which have a retention basin located on them shall not be filled unless approved by the City Engineer. Berms shall not be lowered or landscaped thereon lessened unless approved by the City Engineer.

All remaining terms and conditions of the Declaration of Restrictions and Covenants for Valley Road Farms, Phase II, that are not inconsistent with the Amendment set forth above shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed and adopted this Amendment on this 15 day of October, 2001.



Robert Loepfe



Carola Loepfe

007 18 01 00 45 92

STATE OF WISCONSIN }
: s.s.
COUNTY OF WAUKESHA }

Personally came before me, on October 15, 2001, the above-named Robert Loepfe and Carola Loepfe, known to me to be the persons who executed the foregoing and who acknowledged the same.

Jan M. Nielsen
Jan M. Nielsen

(Print Name of Signer)

Notary Public, State of Wisconsin

My commission expires/is: April 28, 2002



This document was drafted by:

Michael P. Herbrand

HOUSEMAN & FEIND, LLP

1214 13th Avenue

Grafton, Wisconsin 53024-0104

Telephone: (262) 377-0600

Facsimile: (262) 377-6080

000920 JUL-26

3493303



WC3493303-012

**DECLARATION OF RESTRICTIONS AND
COVENANTS FOR VALLEY ROAD
FARMS, ADDITION NO. 2**

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

07-02-2007 1:40 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 26.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 12

**Valley Road Farms Addition No. 2, being a Subdivision of
Part of the Northeast ¼ and Northwest ¼ of the Northwest ¼
and the Northwest ¼ of the Northeast ¼ of Section 18, Town 7
North, Range 18 East, City of Delafield, Waukesha County,
Wisconsin**

Recording Area

**Name and Exam Address
Attorney Susan J. Margost
Wels, Bersowski, Brady & Donahue, LLP
400 Genesee Street
Suite 400 D
Delafield, WI 53018**

Parcel Identification Number (PIN)

*Duc
33
12
D.L.C.*

Exhibit A

000921 JUL-25

DECLARATION OF RESTRICTIONS

VALLEY ROAD FARMS, ADDITION NO. 2

CITY OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

THIS DECLARATION, made this 11 day of June, 2007, by Robert and Carola Loepfe, with offices located at 645 Wells Street, Delafield, Wisconsin, 53018 hereinafter called "Developer",

WITNESSETH:

WHEREAS, the Developer owns all of the lots in Valley Road Farms, Addition No. 2, as described in the attached Exhibit A hereto;

NOW THEREFORE, the Developer hereby declares that the real property described above shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

Definition of Terms. (1) "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude a group or groups of persons where three or more adults thereof are not household employees or related by blood, adoption, or marriage. (2) "Parcel" shall mean each individual building site as described on the Final Plat and in the Certified Survey Map recorded in the office of the Register of Deeds of Waukesha County. (3) "Structure" shall mean and include, but not be limited to, buildings, swimming pools, tennis courts, playground equipment, metal storage sheds, rubbish burners and other items of personalty, the construction of which may not necessarily require a building permit. (4) "Attached" shall mean incorporated into the primary dwelling structure with at least one common wall. (5) "Buildable Area" shall mean and include a one-hundred foot by one-hundred foot (100' x 100') area beyond which no structure or construction is permitted except by variance or waiver granted by the Architectural Control Committee. (6) "Open Space" shall mean and include all that land on a parcel of land not described as "Buildable Area" on the Plat

ARTICLE I

1. (a) General Purpose. The general purpose of this declaration is to help assure that the development will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of the development, to insure the best use and the 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 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 building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper spatial relationship of structures to other structures and to natural spaces.

1. (b) Land Use and Building Type. No parcel shall be used except for single-family, residential purposes. No building shall be erected, altered, placed or permitted to remain on any parcel other than one detached, single-family dwelling, not exceeding two and one-half stories in height and a private garage for not more than three cars and not less than two cars, and other outbuildings incidental to residential use of the premises.

1. (c) Architectural Control. In the interest of promoting attractive design, it is preferred but not required that any residence or garage be designed by an architect. No structure shall be erected, placed or altered on any parcel until the building plans, specifications and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors, with existing and planned structures, and as to location with respect to topography, neighboring buildings, setbacks, finish grade elevations, driveways and planting, by the Architectural Control Committee, or by a representative designated by a majority of the members of said Committee, or, in the case of non-residential structure, unless such Committee or representative shall have waived in writing the right to give such approval. All T.V. antenna installations must be approved by the Architectural Control Committee.

1. (d) Dwelling Quality and Minimum Sizes. The design, layout, and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of high quality and

will have no substantial adverse effect upon property values in the neighborhood. No dwelling, garage or auxiliary building shall exceed 2 1/2 stories in height. The ground area within the perimeter of the buildings at grade exclusive of porches, garages, bays, patios, breezeways and similar additions shall not be less than the following schedule, to-wit:

- a. Not less than two thousand four hundred (2,400) square feet in the case of one-story dwelling.
- b. Not less than two thousand six hundred (2,600) square feet total in the case of a dwelling of one and one-half stories.
- c. Not less than two thousand six hundred (2,600) square feet for the combined area of the two-top floors of a one-family multi-level dwelling of the contemporary design commonly known and described as a "Split Level" dwelling (as distinguished from a one-family, one and one-half story dwelling, or a one-family, two-story dwelling).

The determination as to which of the foregoing categories applies to specific residences shall be determined by the Architectural Control Committee.

The Architectural Control Committee may grant variances from such minimum requirements herein as to size or location not to exceed fifteen (15%) percent, in such cases as in the opinion of the Committee the essence and spirit of these covenants will be promoted thereby.

1. (e) Underground Wiring. Any telephone, electric or other utility wiring installed in, on or about the subject premises shall be installed underground only.

1. (f) Fences and Walls. Plans showing exact locations and construction details of fences, walls, hedges or mass screen plantings shall be submitted to the Architectural Control Committee and be approved before they may be constructed or planted. Although these delineating means are permitted on adjoining property lines, they are not permitted in other open space areas to the rear of the parcels--beyond the buildable area.

1. (g) Garbage and Refuse Disposal. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and suitably screened from view from streets and adjacent parcels.

1. (h) Culvert. A culvert of proper size shall be properly installed as to grade and drainage, in its permanent location, and covered with bank run crushed gravel, before any materials or construction equipment are moved onto any parcel of land within the development.

1. (i) Animals. Dogs, cats or other household pets may be kept on the owner's parcel provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors. All pets shall be confined and maintained on the owner's parcel and shall not be allowed upon any property owned by others.

1. (j) Mail Boxes. All mail boxes, stands, supports and posts therefore shall be approved by the Architectural Control Committee, prior to installation.

ARTICLE II

Architectural Control Committee

In order to maintain harmony and to promote the aesthetics of the area and for the protection of the owners of said property against residences which are not compatible with the area, the authority and functions of the Architectural Control Committee shall be lodged in and exercised by Robert and Carola Loepfe, their successors or assigns, so long as Robert and Carola Loepfe own any property in Valley Road Farms or any duly platted additions thereto. Said Committee shall have the right to refuse to approve any of such building plans and specifications and/or landscape plans and specifications; shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built; the site upon which it is proposed to erect the same; the harmony thereof with the surroundings; and the effect of the building or other structure so planned, and the appearance from the adjacent or neighboring property. Any such action by the Committee shall be final and conclusive as to persons then or thereafter owning parcels in said development, however, such action or decision shall not be binding upon the City of Delafield.

At such time as Robert and Carola Loepfe no longer own any of said parcels in Valley Road Farms or duly platted additions thereto, the Architectural Control Committee shall consist of three (3) property owners selected by the property owners in said subdivision, each property representing one (1) vote. The vote of the majority of the members of the Architectural Control Committee shall be the controlling vote and shall be construed to be the vote of the entire

committee. Members of the Committee shall serve for three (3) years or until their successors have been duly elected. Due notice of the election of such successors shall be filed in the office of the Register of Deeds for Waukesha County. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative 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 Article I (1.c.) hereof only; all other provisions of these restrictions to have full force and effect. Action by said Committee shall be final and conclusive as to persons then or thereafter owning lands in said development. The Committee shall have the right to waive minor infractions or deviations of the provisions of this document in cases of hardship.

The Architectural Control Committee shall also determine the manner in which the open spaces and planted street islands will be maintained and used and report to each property owner on an annual basis as to each property owner's responsibilities.

ARTICLE III

Building and Completion and Occupancy

All buildings and final grading shall be completed within one (1) year from the date of commencement of such building, unless a further extension of time is given by the Architectural Control Committee. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any parcel 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.

ARTICLE IV

Fill Disposal and Construction Completion

1. (a) Ground Fill. All ground fill or other fill removed in connection with any construction or other work whatsoever, performed or done in said development, including but not limited to home construction, etc., shall, if not used by the land owner upon the building site

from which originally removed, be delivered to such other place, site or location within said development as shall be designated by Robert and Carola Loepfe. If Robert and Carola Loepfe fail or neglect within forty-eight (48) hours to notify owner of the place to which fill is to be delivered, the owner may dispose of said fill at his own discretion. Failure to comply with this paragraph shall render owners liable for damages equal to the cost of acquiring the same amount and quality of fill improperly disposed of, plus the cost of delivering the same from its source to the parcel designated.

1. (b) Final Grading. Within one year from date of completion or occupancy, whichever occurs first, of any building constructed on a parcel within the development, the surface of such parcel of land shall be finally graded to meet existing grade requirements, and the buildable area surrounding such building, including the portion between the front of such building and the roadway, shall be properly seeded, sodded or landscaped.

ARTICLE V

Landscape Architectural Control

All landscaping must be completed within one (1) year after completion of the residence; said landscaping must include a hard-surfaced driveway, consisting of concrete or asphalt of conventional thickness and quality.

5. (a) Parking of Commercial Vehicles. The outside storage or parking of commercial vehicles is expressly prohibited and any such vehicle must be housed in a garage.

5. (b) Storage of Equipment and Materials. The outside storage of equipment and materials, lawn mowers, campers, snowmobiles, boats and any other personal property or recreational vehicles is expressly prohibited.

ARTICLE VI

Modification

It is understood that any of the aforesaid restrictions, protections, easements, covenants, conditions, charges or provisions may be annulled, waived, changed, modified or amended at any time in the following manner, that is to say: by a written declaration setting forth such

000927 JUL-25

annulment, waiver, change, modification or amendment, signed by sixty percent (60%) of the owners heretofore referred to, provided that the undersigned, Robert and Carola Loepfe, so long as they or their legal representatives shall own any of said parcels shall join in said declaration, such declaration to be witnessed and acknowledged as required by law in order to entitle the same to be recorded, and said declaration recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, before it shall be effective.

ARTICLE VII

The provisions hereof shall remain in full force and effect for a term of forty (40) years from the date of the initial recording of the Declaration of Restrictions, except such as may be annulled, waived, changed, modified or amended as hereinbefore provided, and shall be construed and deemed to run with the land and shall bind the respective owners of parcels hereinbefore referred to, their heirs, administrators, executors, successors and assigns, and each and every one of them. Following the initial forty (40) year period, these restrictions shall be automatically renewed for a subsequent forty (40) year period, and for subsequent forty (40) year periods thereafter, unless prior to the expiration of a forty (40) year period sixty percent (60%) of the owners agree to terminate these restrictions.

ARTICLE VIII

Owner's Association

- a. Owners Association to be Created. Developer shall create a non-profit corporation to be known as the Valley Road Farms Homeowner's Association, Inc., hereinafter referred to as the "Association," which shall be formed for the purpose of owning and maintaining common-owned lands on behalf of Valley Road Farms, and additions thereto, together with any other amenity that may be provided by Developer or the Association, and that may exist from time to time; to assess the prorated share of the cost of maintenance and other expenses incurred from operation of the Association, upon the individual Lot owners and to collect such assessments; and to act as the

000928 JUL-25

Architectural Control Committee upon termination of Developer's involvement in the subdivision.

- b. Membership. Each lot owner, whether numbering one (1) or more shall be a member of the Valley Road Farms Homeowner's Association, Inc., 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 Lot owned.
- c. Directors and Officers of the Association. An initial Board of Directors of three (3) members will be appointed by Developer and shall be comprised of Developer or its representatives or assigns. The Board of Directors shall name the Association officers. Developer shall establish this Board prior to the sale of the final Lot in Valley Road Farms development, including all additions thereto. Until the sale of the final Lot, the initial term of the members of this Board will be at the discretion of Developer. At the first annual meeting after the sale of the Developer's final owned Lot, the Association shall hold elections for the Board of Directors.
- d. Annual and Special Meetings. An annual meeting at a date, time and location to be determined by the Board of Directors must be held each year. The purpose of the meeting will cover various issues including, but not limited to, the annual budget, subdivision improvements, future election of Directors and other business deemed necessary by the Board. The initial meeting shall be held within 60 days of the Developer establishing the Board. Special meetings may be called by the Board of Directors, acting on their own, shall be called upon petition of 20% of the Lot owners following provision of a notice thereof at least 48 hours prior to convention.
- e. Operating Budget and General Annual Assessment.
 - Commencing with the establishment of the Board of Directors, 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).

00929 JUL-25

- 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 outlot 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.
 - 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 assessments shall be paid by each Lot owner to the Association in a lump sum, 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 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 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 a 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 (18%) percent per annum, and the Association may bring an action at law, filing of a mechanic's lien or lien 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.

000930 JUL -25

- 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.

ARTICLE IX

Grading

- a. Grading on Lots in the subdivision must be completed substantially in compliance with the master grading plan on file with the City of Delafield. Deviations from the grading plan must be approved by the Architectural Control Committee and the City of Delafield Engineer. The City of Delafield Engineer will only approve deviations based on grading plans encompassing the general area, not just one lot.
- b. As part of the grading and landscaping of each Lot in the subdivision, no part of the outlot or storm water detention areas that are 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 Delafield. These areas are to be maintained in lawn.
- c. A copy of the approved grading plans for the subdivision shall be kept in the offices of the City Engineer, City of Delafield. Lots which are identified on the grading plan which have a retention basin located on them shall not be filled unless approved by the City Engineer. Berms shall not be lowered or landscaped thereon lessened unless approved by the City Engineer.

ARTICLE X

Miscellaneous

The provisions hereof shall be construed and deemed to run with the land and shall bind the respective owners of parcels hereinbefore referred to, their heirs, administrators, executors, successors and assigns, and each and every one of them.

Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which other provisions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed and adopted this Amendment on this 11 day of June, 2007.

Robert Loepfe
Robert Loepfe
Carola Loepfe
Carola Loepfe



STATE OF WISCONSIN)

ss.

COUNTY OF WAUKESHA)

Personally came before me on this 11th day of June, 2007, the above-named Robert Loepfe and Carola Loepfe, known to me to be the persons who executed the foregoing and who acknowledged the same.

Jan M. Nielsen, Jan M. Nielsen

Print Name:

Notary Public, State of Wisconsin

My commission expires/is: April 11, 2010

This document was drafted by:

Susan J. Marguet
Weiss Berzowski Brady LLP
400-D Genesee Street
Delafield, Wisconsin 53018