

448694

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Declaration of Restrictions
For
ESQUIRE ESTATES

KNOW ALL MEN BY THESE PRESENTS that whereas the undersigned, Frederick W. Schumacher and Ruth A. Schumacher, Reinhard M. Hack and Joyce D. Hack, hereinafter referred as Schumacher/Hack, as the owners of the parcel of Real Estate known as ESQUIRE ESTATES, being all of the Northwest one-quarter (1/4) of Section 27, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

WHEREAS, the undersigned are desirous of the property to be subjected to the covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of The Properties as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of The Properties; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of The Properties; to encourage and secure the erection of attractive, substantial, traditional homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain proper setbacks from streets, and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Properties; and in general to provide adequately for a high type and quality of improvement in The Properties; and thereby to enhance the value of investments made by the purchaser of Lots.

NOW THEREFORE, in consideration of the mutual advantages of the Owners and prospective purchasers, the undersigned does hereby make, publish and declare and establish the following restrictions, conditions and covenants upon the real estate herein set forth;

Land Use And Building Types

All Lots shall be used for residential purposes only. There shall be two categories of residential dwellings, single family and two family. No building shall be erected, altered, placed or permitted to remain on any Lot other than a dwelling not to exceed two stories, plus attic, in height and a private garage for passenger automobiles. Garages to be "attached", or "semi-attached"; to dwelling and in single family area to be not less than two car nor more than four car capacity in size. Two family are to be not less than two car per unit nor more than three car per unit. No unused or unlicensed cars or trucks or recreational vehicles shall be parked on or about premises; unless such trucks are temporarily a service normal to a homeowner or subdivision.

Where fill is necessary on the building site, to obtain the proper topography and finish ground elevation, it shall be ground-fill free of waste material and shall not contain noxious materials that will give off odors. All areas "filled" or "cut" shall be graded and

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landscaped immediately after completion of the building. Any excess excavation earth shall be deposited within the immediate area of the subdivision as directed by the "owner" of the subdivision or it's agent.

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration on any Lot be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall be erected, placed, or altered on any Lot until the construction plans, and specifications and a plan showing the location of the proposed structure shall have been approved by the "Architectural Control Committee", or it's duly appointed agent, as to employment and quality of material, harmony of exterior design with existing structures, and as to location on the Lot, front, rear, and side setbacks, and as to topography and finish grade elevations. A duplicate copy of the above plans and specifications as submitted and approved, shall be provided to the "Architectural Control Committee" or it's duly appointed agent for their files.

No structure shall remain uncompleted for more than one year from the date of commencement of the building (date of first excavation). Prior to the expiration of said year, all finish grading, back-filling, and driveways shall also have completed. Type and location of "mailboxes" and their "supports" shall be approved by the "Architectural Control Committee."

Architectural Control Committee

So long as Schumacher/Hack owns any Lots in the subdivision, the authority and functions of the "Architectural Control Committee" shall be lodged in and exercised by it or it's duly appointed agent. When Schumacher/Hack no longer owns any Lots in the subdivision, the "Architectural Control Committee" shall consist of three Lot Owners elected by the Owners of Lots in the subdivision, each Lot representing one vote. Members of the committee shall serve three 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 Washington County. The "Committee's" approval or disapproval as required in the covenants shall be in writing. In the event the "Committee" or it's designated representative, fails to approve or disapprove within thirty days after duplicate plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as required by the above paragraph 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 subdivision.

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Quality And Size Of Dwelling

No building shall be erected or permitted to remain upon any Lot which dwelling shall have a living area less than the following minimums (exclusive of porches, terraces, breezeways, garages and other attached accessory buildings). Two family Lots to mean per unit.

1800
ONE STORY--- minimum of ~~1500~~ square feet

TWO STORY, BI-LEVEL, and TRI-LEVEL--minimum of 1900 square feet of combined levels, with not less than 1100 square feet on the main level, or levels, provided however, that in addition to the above there shall be not less than 300 square feet of basement mechanical area.

SIDE 10' } SETBACKS
FRONT 30' } Temporary Structures

No structure of a temporary character, and no trailer, tent, shack, garage, or other outbuilding shall be used on any Lot at any time, as a residence, either temporarily or permanently, nor shall any building be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by provisions herein.

Nuisances

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Trash, garbage, or other waste shall not be kept except in sanitary containers which shall be screened properly from public view. During period of construction, owners shall maintain control of "construction trash and waste".

Vacant Lot Care

In order to properly maintain ESQUIRE ESTATES as a desirable residential area, Lot Owners shall be responsible for cutting grass and weeds on that portion of the road right-of-way adjacent to their Lot. Prior to the construction of a dwelling upon a Lot, the cutting of grass and weeds upon such Lot shall also be the responsibility of the Lot Owner and failure to so do, shall automatically give authority to the Village of Germantown, or the Owner of the unsold Lots within the subdivision, to enter upon such Lot and cut same at the expense of the Lot Owner.

Landscape and Lighting

All plans for dwellings shall include a landscape layout which shall be subject to the approval of the Architectural Control Committee. Such landscape layout shall include plantings such that a pleasing park-like appearance shall ultimately be accomplished in The Properties and in order to avoid a uniform line of planting. Landscape plantings for any dwelling shall be completed within one (1) year from the date of issuance of a occupancy permit by the Village of Germantown. No existing landscape plantings shall be altered or

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removed without prior written approval of the Architectural Control Committee. Prior to the issuance of a occupancy permit by the Village of Germantown each residential homeowner shall install front yard lighting approved by the Architectural Control Committee to be adequate, safe and harmonious to the overall development.

Earth Berms

Wherein the developer may create earth berms along Mequon Road and Squire Drive. They will remain for the term of these declarations.

Signs

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five square feet may be used to advertise the property for sale or rent, except however, that during the construction and sales period of any "model homes" the "Architectural Committee" may grant a variance to the number and size of signs as needed.

Animals

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that two adult dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes, or allowed to annoy neighbors.

No person shall knowingly keep or harbor any vicious dog which may assault a person peacefully walking or riding on public roads, or while lawfully on the premises of the keeper of such dog, or elsewhere in the subdivision. Dogs or pets shall not be permitted to run at large, but shall be kept on the premises of the owner unless they are under control of the owner or responsible person. Any dogs that habitually howls, barks, or yelps, must be brought under control of the keeper to the elimination of such disturbance of the peace.

ESQUIRE ESTATES PARK ASSOCIATION, INC.

All owners of lands within Esquire Estates Subdivision shall be entitled and required to be members of an association of such owners to be known as "Esquire Estates Park Association, Inc." (herein "Association") which shall be incorporated by the undersigned declarants as a non-profit corporation under the laws of the State of Wisconsin. The Association shall be responsible for implementing and carrying out the purposes of these deed restrictions including the development, improvement and maintenance of outlots 1 and 2.

Outlots 1 and 2 shall be conveyed to, owned, developed, managed and maintained by the Association for the benefit of the owners of lots within Esquire Estates Subdivision.

In the event the Association fails to properly maintain outlots 1 and 2 so that as a result the Germantown Village Board determines that such lack of maintenance is, or will become, detrimental to the health, safety, or general welfare of the residents of the Village, including those residing within Esquire Estates Subdivision, then the Village shall give written notice of such fact to the Association specifying the matters in which the Village considers the maintenance to be deficient. The Association shall have such period of time specified in the notice to rectify the said maintenance deficiencies and in the event of the Association's failure to do so, the Village shall have the right to either correct and perform such maintenance through its own employees, using its own equipment, or to contract for the doing of the work by an independent contractor. The Village shall invoice the Association for such expenses by mail, which invoice shall be paid in full by the Association not later than thirty (30) days after receipt. In the event the Association does not pay such invoice within such time, it shall be considered delinquent and the Village shall have the right to enforce collection of such invoice by extending the same on the current or the next succeeding tax roll as an unpaid special assessment equally against the respective residential lots in Esquire Estates Subdivision of Germantown, collectible as other unpaid special assessments, with the same force and effect as though the Village had fully complied with the Wisconsin Statutes with respect to levying special assessments. This provision constitutes the Owner's consent and waiver to all special assessment notices and hearings which may be required by law to collect the charges authorized by this provision.

Parties Bound Covenants

The restrictions herein contained shall be deemed to be covenants running with the land and shall be binding on all parties and persons having an interest in the land affected hereby for a period of 25 years from the date this Declaration of Restrictions shall be recorded; unless an instrument signed by the owners of a majority of the lots has been recorded changing said covenants in whole or in part or reducing the term. The restrictions and covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same; provided, however, that no action shall be commenced to enforce such restrictions or restrain the violation thereof, unless such action is commenced within one year after the completion of the building complained of. Invalidity of any of the covenants or restrictions herein contained by any judgement or court order, shall in no way affect any of the other provisions herein contained, which shall remain in full force and effect.

Any of the foregoing restrictions, protections, covenants, or changes or provisions, may be annulled, waived, changed, modified, or amended at any time by written declaration, or amendment, executed by the owners of at least 60% of the lots and with the consent of Schumacher/Hack so long as it shall own any of said lots providing however that the provisions herein relating to Esquire Estates Park Association Inc. may not be amended without the approval of the Village of Germantown. Said declaration shall be recorded in the Office of the Register of Deeds for Washington County, Wisconsin, before it shall be effective.

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IN WITNESS WHEREOF, the said Schumacher/Hack has caused these presents to be signed by Reinhard M. Hack, Joyce D. Hack, Frederick W. Schumacher, Ruth A. Schumacher, at Germantown, Wisconsin .

Reinhard M. Hack
Reinhard M. Hack

Joyce D. Hack
Joyce D. Hack

Frederick W. Schumacher
Frederick W. Schumacher

Ruth A. Schumacher
Ruth A. Schumacher

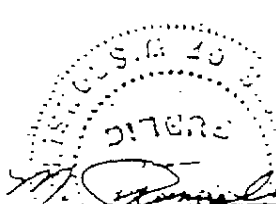
STATE OF WISCONSIN
SS.
Washington County

Personally came before me this 10th day of September 1982.
Reinhard M. Hack, Joyce D. Hack, Frederick W. Schumacher, Ruth A. Schumacher, to
me known to be the persons executed the foregoing instrument

RECORDED

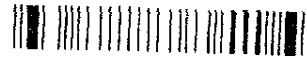
OCT 27 11 34 AM '82

W. C. Stebbins
REGISTER OF DEEDS
WASHINGTON COUNTY, WIS.



Margaret M. Fretchel
Notary Public
Washington County of
My Commission Expires 5/18/84

DOC#: 915586



Amendment to the Declaration of Restrictions
For ESQUIRE ESTATES and the By-Laws of
ESQUIRE ESTATES PARK ASSOCIATION, INC.

Recorded
JAN. 07, 2002 AT 11:45AM

DOROTHY C. GONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$15.00

Whereas the undersigned, being the duly elected Officers of Esquire Estates Park Association, Inc. and representing the interests of the owners of the parcel of Real Estate known as ESQUIRE ESTATES do hereby make, publish and declare the following Amendment to the Declaration of Restrictions for ESQUIRE ESTATES and the By-Laws of ESQUIRE ESTATES PARK ASSOCIATION, INC. The Amendment was approved by a majority of the Owners of ESQUIRE ESTATES.

The original document(s) were recorded in the office of the Register of Deeds of Washington County Wisconsin as Document No. 448694 in Volume 782 on Pages 20 through 25 covering the real estate described below:

ESQUIRE ESTATES, being all of the Northwest one-quarter (1/4) of Section 27, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Parking

No unlicensed vehicles, except as provided for below, shall be parked anywhere within the subdivision at any time. No wrecked or inoperable vehicles shall be parked anywhere within the subdivision except for a period of less than twenty-four (24) hours while awaiting removal for repairs or appropriate disposition.

No "Commercial Vehicles" shall be parked within the subdivision except in conjunction with the rendition of services to a residence. For the purpose of this section, a "Commercial Vehicle" is any vehicle having a "Gross Weight" over 10,000 lbs. ("Gross Weight" is the vehicle weight plus the weight of any load you plan to carry).

All parking areas shall be paved with asphalt or concrete, and shall be connected to the street by a continuous driveway paved with like materials.

"Trailers" and "Recreation Vehicles and Equipment" may be kept outdoors for not more than twenty-four hours within any one hundred twenty (120) hour period, provided that such vehicles and equipment shall be kept on a paved driveway or off-street

Recording Information

Name and Return Address

Esquire Estates Park Assoc.
P.O. Box 171
Germantown, WI 53022

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parking area, as defined above and further provided that no hazard is presented to pedestrian or vehicular traffic. For the purposes of this declaration, "Trailers" mean, a vehicle without motive power designed for carrying property or passengers wholly on its own structure and for being drawn by a motor vehicle. For purposes of this declaration, "Recreational Vehicles and Equipment" includes, but is not limited to, boats, boat trailers, campers, camper trailers, mobile homes, motor homes, tent campers, snow mobiles, jet skis, all terrain vehicles, dirt bikes, off-road motorcycles, mini-bikes, motorized tricycles, quad cycles and mopeds.

The Board of Directors may levy a penalty assessment of up to \$50.00 per day for each day a violation exists under these restrictions. The penalty assessment shall be against any lot owner responsible for any vehicle(s) parked in violation of these restrictions. All lot owners agree to pay such penalty assessments. Any penalty assessments, which remain unpaid after a reasonable time, may be reduced to a lien on the real estate and recorded as such.

We the undersigned being all Officers of Esquire Estates Park Association, Inc., hereby assent to the Amendment to the Declaration of Restrictions For ESQUIRE ESTATES and Amendment to the By-Laws of ESQUIRE ESATES PARK ASSOCIATION, INC. and adopt them as part of the By-Laws of said corporation.

IN WITNESS WHEREOF, we have hereto subscribed our names this 30th day of November, 2001.

Glenn A. Michaelse

Glenn A. Michaelsen, President

Roy Scharrer

Roy Scharrer, Vice President

Michael Thompson

Michael Thompson, Vice President

Clark Sherman

Clark Sherman, Treasurer

The undersigned secretary of Esquire Estates Park Association, Inc. does hereby certify that the above and foregoing Amendment is as duly adopted by the members of said corporation, as the Amendment to By-Laws of said corporation on the 1st day of June, 2001 and that they do now constitute part of the By-Laws of said corporation.

Kathryn Reinders

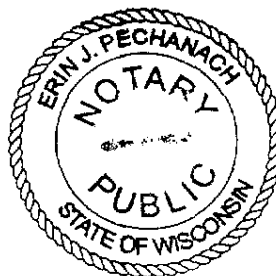
Kathryn Reinders, Secretary

State of Wisconsin
Washington County

This instrument was acknowledged before me this 30 day of November, 2001, by Glenn A. Michaelsen, Roy Scharrer, Michael Thompson, Clark Sherman and Kathryn Reinders as Officers of Esquire Estates Park Association

Erin J. Pechanach

Notary Public, Wisconsin
My Commission Expires June 19, 2005



This instrument drafted by
Glenn A. Michaelsen

BY LAWS OF ESQUIRE ESTATES PARK ASSOCIATION, INC.

Article 1. Offices

The principal office of the corporation in the State of Wisconsin shall be located at N112 W15568 Mequon Rd., Germantown, Wisconsin. The corporation may have such other offices, within the State of Wisconsin, as the board of directors may determine or as the affairs of the corporation may require from time to time. The corporation shall have and continuously maintain in the State of Wisconsin a registered office, and a registered agent whose office shall be identical with such registered office. The registered office may be, but need not be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the board of directors.

Article 2. MembersSection 1.

The corporation shall have one class of members. Membership in the corporation shall consist of one membership for each residential lot within the subdivision known as Esquire Estates, in the Village of Germantown, Washington County, Wisconsin. Ownership of such residential lot, whether individually owned, jointly owned or commonly owned by one or more persons, shall constitute one membership.

Section 2. Voting Rights

Each member shall be entitled to one vote on each matter submitted to a vote of the members, with the following exceptions;

Until such time as the developer of the subdivision, Esquire Development Corp., a Wisconsin corporation shall have sold all of the residential lots within the said subdivision, Esquire Development Corp. shall retain control and right of approval and disapproval over the activities of this corporation and its property. Esquire Development Corp. may at any time relinquish its control to the membership of this corporation.

Section 3. Termination of Membership

The board of directors by affirmative vote of two-thirds of all of the members of the board, may suspend or expel a member for cause, including default in the payment of dues as provided in Article 11. of these by-laws.

Section 4. Reinstatement

Upon written request signed by a former member and filed with the secretary, the board of directors, by the affirmative vote of two-thirds of the members of the board, may reinstate such former member to membership upon such terms as the board of directors may deem appropriate, including terms for curing of the default causing the termination of membership.

Article 3. Meetings of MembersSection 1. Annual Meeting

An annual meeting of the members shall be held at the principal office of the corporation on the third Wednesday in the month of January in each year, beginning with the year 1982, at the hour of 7:00 o'clock p.m. for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Wisconsin, such meeting shall be held on

the next succeeding business day. If the election of the directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the members soon thereafter as conveniently may be,

Section 2. Special Meeting

Special meetings of the members may be called by the president, the board of directors or not less than one-tenth of the members having voting rights.

Section 3. Place of Meetings

The board of directors may designate any place, within the State of Wisconsin as the place of meeting for annual meeting or any special meeting called by the president or board of directors. If no designation is made or if the special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Wisconsin.

Section 4. Notice of Meetings

Written or printed notice stating the place, date and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting not less than ten nor more than twenty-five days before the date of such meeting by or at the direction of the president or the board of directors calling the meeting. In case of a special meeting or one required by statute or by these by-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

Section 5. Quorum

The members holding forty of the seventy-nine votes which may be cast at any meeting shall constitute a quorum at any meeting. If a quorum is not present at any meeting of members, a majority of the members may adjourn the meeting from time to time without further notice.

Article 4. Board of Directors

Section 1. General Powers

The affairs of the corporation shall be managed by the board of directors. Directors shall be members of the corporation and residents of the State of Wisconsin. Stockholders, members of the board of directors and officers of Esquire Development Corp., shall be eligible to serve on the board of directors of this corporation. The board of directors shall have the powers and duties necessary for the administration of the affairs of the corporation and may do all such acts and things which are not by law or by these by-laws prohibited. The board of directors may employ for the corporation a custodian or caretaker of the property of the corporation, to perform such duties and services as the board shall direct and authorize, and at such compensation as shall be established by the board of directors.

Section 2. Number, Tenure, Qualifications

The number of directors shall be three. Each director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified. As previously stated herein, until such time as the developer, Esquire Development Corp. shall have sold all of the residential lots of Esquire Estates, election of the board of directors of this corporation shall be by Esquire Development Corp. Esquire Development Corp. may at its option, at anytime surrender its voting control to the membership of this corporation, and such membership shall thereafter proceed with election of board of directors as provided by these by-laws.

Section 3. Regular Meetings

A regular annual meeting of the board of directors shall be held without other notice than this by-law, immediately after and at the same place as the annual meeting of the members. The board of directors by resolution may change the time and place for the holding of additional regular meetings of the board without other notice than such resolution.

Section 4. Special Meetings

Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board may fix any place, within the State of Wisconsin, as the place for holding any special meeting of the board called by them.

Section 5. Notice

Notice of any special meeting of the board of directors shall be given at least two days previous thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by records of the corporation. Mailed, such notice shall be deemed delivered when deposited in the U.S. Mail in sealed envelope so addressed with postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting.

Section 6. Quorum

A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board; but if less than a majority of directors are present at said meeting; the majority of the directors present, or any one of them, may adjourn the meeting from time to time without further notice.

Section 7. Vacancies

Any vacancy occurring on the board of directors and any directorship to be filled by reason of an increase in the number of directors, shall be filled by the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 8. Compensation

Directors as such shall not receive any stated salaries or their services, but by resolution of the board of directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at such regular or special meeting of the board; representatives of Esquire Development Corp. shall not receive any compensation; but nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Article 5. Officers

Section 1. Officers

The officers of the corporation shall be a president, one or more vice-presidents, the number thereof to be determined by the board of directors, a secretary, a treasurer, and such other officers as may be elected in accordance with the provisions of this article. The board of directors may elect or appoint such other officers, including one or more assistant secretaries, and one or more assistant treasurers, as it shall seem desirable, such officers to have the authority and perform their duties prescribed from time to time, by the board of directors. Any two or more offices may be held by the same person, except the offices of president and secretary, and president and vice-president.

Section 2. Election and Term of Office

The officers of the corporation shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon hereafter as conveniently may be. New offices may be created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. Each officer of this corporation shall be a member of the corporation, or of Esquire Development Corp., Inc.

Section 3. Removal

Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgement the best interests of the corporation would be served thereby.

Section 4. Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the board of directors for the unexpired portion of the term.

Section 5. President

The president shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the board of directors. He may sign, with the secretary or any other proper officer of the corporation authorized by the board of directors, any agreements, contracts or other instruments which the board of directors shall authorize to be executed by resolution, and in general he shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

Section 6. Vice-President

In the absence of the president or in the event of his inability or refusal to act, the vice-president or the senior vice-president in the order of their election, shall perform the duties of the president, and so acting shall have all the powers of and be subject to all of the restrictions upon the president. Any vice-president shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors.

Section 7. Treasurer

The treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; shall receive and give receipts for money due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks or other depositories as shall be selected in accordance with the provisions of Article 7. of these by-laws; and shall in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president of the board of directors.

Section 8. Secretary

The secretary shall keep the minutes of the meetings of the members and of the board of directors in one or more books, provided for that purpose, see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these by-laws; keep a register of the post office addresses of each member which shall be furnished to the secretary by such members and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors. Such assistant secretaries as may from time to time be established by the board of directors shall perform such duties as shall be designated by the president or by the board of directors.

Article 6. Committees

The board of directors, by resolution adopted by a majority of the directors in office, may designate and constitute one or more committees, for such purposes and with such authorities as may from time to time be designated by the board of directors.

Article 7. Contracts, Checks, Deposits, and Funds

Section 1. Contracts

The board of directors may authorize any officer or officers of the corporation in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc.

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by the president and the secretary of the corporation, or by such officer or officers of the corporation as shall from time to time be determined by resolution of the board of directors.

Section 3. Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, or other depositories as the board of directors may select.

Article 8. Certificates of Membership

Section 1. Certificates of Membership

The board of directors shall provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the board. Such certificates shall be signed by the president or a vice-president and by the secretary and shall be sealed with the seal of the corporation. All certificates evidencing membership shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the board of directors may determine.

Section 2. Issuance of Certificates

Upon the purchase of any residential lot within the Esquire Estates Subdivision, Washington County, Wisconsin a certificate of membership shall be issued in the name of the owner or owners, one certificate per lot, and delivered to the said owner by the secretary.

Article 9. Books and Records

The corporation shall keep correct and complete books of records of account and shall also keep minutes of the proceedings of its members, board of directors and committees having any of the authority of the board of directors and shall keep with the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member or his attorney for any proper purpose at any reasonable time.

Article 10. Fiscal Year

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December each year, except that year of incorporation fiscal year shall begin on the date of incorporation and shall end on the last day of December in such year.

Article 11. Dues

Section 1. Annual Dues

The board of directors shall determine from time to time the amount of the annual dues payable to the corporation by its members, for the purposes of carrying on the business and affairs of the corporation. Wherever practical, the board of directors shall determine and set the annual dues for the succeeding fiscal year prior to the first day of February of such year. The annual dues per member for the year 1982 shall not exceed \$100.00. No dues shall be assessed for the year 1981.

Section 2. Payment of Dues

Dues shall be payable in advance on the first day of March in each fiscal year. Unpaid dues shall bear interest at 1% per month commencing April 30th. Dues of a new member shall be pro-rated from the first day of the month in which such new member is elected to membership for the remainder of the fiscal year of the corporation.

Section 3. Default and Termination of Membership

When any member shall be in default in the payment of dues for a period of three months from March first of the fiscal

year period of which such dues become payable, his membership may thereupon be terminated by the board of directors in the manner provided in Article 3. of these by-laws.

Article 12. Seal

The board of directors shall provide a corporate seal which shall be in the form selected by the board of directors and shall have inscribed thereon the name of the corporation and the words, "Corporate Seal, State of Wisconsin."

Article 13. Amendment to By-Laws

These by-laws may be altered, amended or repealed and new by-laws may be adopted by a majority of the directors present at any regular meeting or at any time a special meeting shall be held for that purpose if at least 25 days written notice is given in intention to alter, amend or repeal or to adopt new by-laws at such meeting.

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned being all members of the Board of Directors, hereby assent to the foregoing by-laws and adopt them as the by-laws of said corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 22nd day of September, 1982.

Reinhard M. Hack
Reinhard M. Hack

Joyce D. Hack
Joyce D. Hack

KNOW ALL MEN BY THESE PRESENTS, That the undersigned secretary of the corporation known as Esquire Estates Park Association, Inc. does hereby certify that the above and foregoing by-laws were duly adopted by the members of said corporation, as the by-laws of said corporation on the 22nd day of September, 1982 and that they do now constitute the by-laws of said corporation.

Joyce D. Hack
Secretary

AMENDMENT TO BY-LAWS OF ESQUIRE ESTATES PARK ASSOCIATION INC.

For and in consideration of the owners of the following lots in Esquire Estate Subdivision, Village of Germantown, County of Washington: Lots 39 thru 67, Esquire Estates Park Association Inc., does hereby adopt the following declarations, restrictions, rules and regulations.

PURPOSE

For the orderly and uniform development of abutting lakefront property owned by Esquire Estates Park Association Inc., herein referred to as "Association" and the owners of lots 39 thru 67 herein referred to as "Lakefront Owners."

WHEREAS, the undersigned are desirous of the property to be subjected to the covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of The Properties as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of The Association Owned Property.

SEMI-EXCLUSIVE USE

The Association in consideration for the development and maintenance by "Lakefront Owners" of abutting "Association" property hereby grants "Lakefront Owners" semi-exclusive use of abutting property limited to the following:

1. Storage of one non-motorized boat.
2. Exclusive use of the beach and common area except for the following:
 - A. Association members may use the common area for a pedestrian way.
 1. Association members have exclusive use of the remaining lands of Esquire Estates Park Association Inc., including a common dock area for "Association" or "Non-Abutting" owners boats.

LANDSCAPING

All plans for dwellings shall include a landscape layout which shall be subject to the approval of the "Association Committee." Such landscape layout shall include plantings such that a pleasing park-like appearance shall ultimately be accomplished in The Properties. No existing landscape plantings shall be altered or removed without prior written approval of the "Association."

ABUTTING "LAKEFRONT CARE"

In order to properly maintain "Association" abutting property as a desirable area, "Lakefront Owners" upon the issuance of an occupancy permit by the Village of Germantown, shall be responsible for cutting of grass and weeds on that portion of "Associations" property directly abutting "Lakefront Owners" property including waterfront weeds.

STRUCTURE OR PIERS

No structures or piers of any kind will be allowed by the "Association" on abutting lakefront property.

PARTIES BOUND COVENANTS

The restrictions herein contained shall be deemed to be covenants running with the land and shall be binding on all parties and persons having an interest in the land affected hereby for a period of 25 years from the date this Declaration of Restrictions shall be recorded; unless an instrument signed by the owners of a majority of the lots has been recorded changing said covenants in whole or in part or reducing the term. The restrictions and covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same. Invalidity of any of the covenants or restrictions herein contained by any judgement or court order, shall in no way affect any of the other provisions herein contained, which shall remain in full force and effect.

AMENDMENT TO BY-LAWS

These by-laws may be altered, amended or repealed and new by-laws may be adopted by a majority of the directors present at any regular meeting or at any time a special meeting shall be held for that purpose if at least 25 days written notice is given on intention to alter, amend or repeal or to adopt new by-laws at such meeting.

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned being all members of the Board of Directors, hereby assent to the Amendment to By-Laws and adopt them as part of the by-laws of said corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 19th day of August, 1987.


Reinhard M. Hack-President/Director


Joyce D. Hack-Vice President/Director


Edward Dyer-Director

KNOW ALL MEN BY THESE PRESENTS, That the undersigned secretary of the corporation known as Esquire Estates Park Association, Inc. does hereby certify that the above and foregoing Amendment is as duly adopted by the members of said corporation, as the Amendment to by-laws of said corporation on the 27th day of August, 1987 and that they do now constitute part of the by-laws of said corporation.


Ruth Siegmann-Secretary

POOL AND FACILITIES RULES AND REGULATIONS

1. POOL ACCESSIBILITY for residents and their guests is terminated if the annual Esquire Estates Association dues have not been paid. Voting priveleges will also be denied.
2. POOL AND ISLAND HOURS: Dawn to Dusk
ADULTS ONLY: Weekdays: 5:00-6:00 p.m., 8:00 p.m.-Dusk
Weekends/Holidays: Noon-2:00 p.m., 8:00 p.m.-Dusk
3. AGE DEFINITION OF ADULT, CHILD to be used for purposes of supervising children at pool.
ADULT - 18 years or older
CHILD ~~17~~ 17 years or younger
4. SUPERVISION REQUIREMENTS:
Children of the subdivision may swim unsupervised if they do not have friends with them. They should, however, swim only if there are other children or adults in the pool. They should not swim alone.
If CHILDREN UNDER 18 swim with friends, an adult must be present for supervision.
ALL VISITORS need to be accompanied by an adult resident. Residents 18 and over need no supervision.
5. NON-FAMILY SUPERVISION RESPONSIBILITY for children of other residents/guests may be assumed by any adult in the pool area. Their consent must be obtained prior to pool use by these children.
6. DISCIPLINARY ACTION may be invoked by adults at the pool over children who do not have immediate family supervision present.
7. DEFINITION OF DISCIPLINARY ACTION
 - * Child/children asked to leave pool area if misbehavior persists after initial reprimand.
 - * After repeated misbehavior problems the Pool Committee may be asked to invoke a one week denial of access to pool area.
8. INAPPROPRIATE, UNALLOWABLE BEHAVIOR will include running, unnecessary noise, pushing and rough play.
9. NO DIVING in shallow end of pool or from diving board post at the deep end of the pool. Diving from the edge of the pool on deep end, past the buoy markers, is permissible.
10. FACILITY TAGS will be available to each resident at a nominal charge, one for each family member residing at home. These tags must be visible by residents during use of lake, pool or island facilities.
11. GUEST FACILITY TAGS will be issued to each family on an equal basis of four per family. Additional guest tags will be available from members of the Pool Committee or Board of Directors for times when parties are being held and additional guest tags are needed. These guest tags must be returned when the function is over. Guests must also have a tag with them when using Esquire Estates pool and/or other facilities and be accompanied by an Esquire Estates Park Association Member.
12. KEYS to the locked gate which helps prohibit unauthorized access to the pool/island will be issued, one per family. If lost, cost of replacement will be paid by resident.
13. UNAUTHORIZED INDIVIDUALS (anyone not in possession of a guest tag or accompanied by a resident) may be asked to leave the premises by any resident of Esquire Estates.
14. FISHING in Esquire Lake is also subject to the rules outlined above regarding guest tag possession. Children who are friends of subdivision children should be in the company of a resident. ALL CHILDREN MUST HAVE A LIFE JACKET OR PRESERVER (one for each child in the boat).
- 14a. NON-RESIDENTS MAY NOT SWIM IN THE LAKE AT ANY TIME, even if they are accompanied by a resident of Esquire Estates. Residents of Esquire Estates may swim in the lake at their own risk.
15. NO GLASSWARE at pool area.
16. NO PETS allowed at pool area.
17. NO GUM, FOOD OR DRINKS "IN" pool.
18. NO BIKES, SKATEBOARDS, ETC. on bridge or island/pool area. These items should be left at the bridge entrance. They should be off of the concrete walkway, so as not to obstruct pedestrian traffic.
19. ITEMS BROUGHT INTO POOL AREA must be removed when leaving.
20. FLOTATION DEVICES will be allowed in pool upon the discretion of the parents and/or supervising adults. The number of people in the pool may periodically have an effect on the use of these devices.