

Declaration of Covenants,
Conditions and Restrictions
of Winchester Fields

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Name and Return Address

W. Fields LLC
W178 N9912 Rivercrest Dr.
suite 101
Germantown WI 53022

Parcel Identification Number (PIN)

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINCHESTER FIELDS**

This Declaration of Covenants, Conditions and Restrictions of Winchester Fields (this “Declaration”) is made and entered into by W. Fields, LLC (“Declarant”).

Recitals

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association. The “Association” shall mean Winchester Fields Community Association, Inc., the members of which shall be all Owners of Lots in the Subdivision.

1.2 Association Insurance. “Association Insurance” shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.3 Board. The “Board” or “Board of Directors” shall be the governing body of the Association, elected according to the Bylaws.

1.4 Building. A “Building” shall be any freestanding structure located in the Subdivision. A “dwelling” or a “residence” is a Building intended for occupancy in accordance with Section 5.1.

1.5 Bylaws. The “Bylaws” shall mean the Bylaws of the Association as adopted by the Board.

1.6 Common Areas. The “Common Areas” shall consist of the Outlots (which includes certain stormwater basins).

1.7 Common Improvements. The “Common Improvements” consist of the following, some of which may be located in Common Areas and some of which may be located in public streets: all signs on the Property generally identifying the Subdivision as Winchester Fields Subdivision, and any ponds, Buildings or other improvements made by the Association in the Common Areas.

1.8 Declarant. The “Declarant” shall mean Winchester Fields, LLC and the successors and assigns of Declarant pursuant to assignment in accordance with Section 15.7 of this Declaration.

1.9 Declaration. “Declaration” shall mean this Declaration as the same may be amended from time to time.

1.10 Director. A “Director” shall mean a member of the Board.

1.11 Drawings. The term “Drawings” is defined in Section 6.1(b).

1.12 Expansion Real Estate. “Expansion Real Estate” shall mean the real property described in Exhibit B hereto.

1.13 Lot. “Lot” shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.14 Mortgage. “Mortgage” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.

1.15 Mortgagee. “Mortgagee” shall mean the holder of a Mortgage.

1.16 Occupant. “Occupant” shall mean the Owner and any other person residing on a Lot.

1.17 Outlot. “Outlot” shall mean an Outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.

1.18 Owner. “Owner” shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.19 Pet. A “Pet” is a domestic dog, cat or bird (other than large birds of prey) which are not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.

1.20 Plat. A “Plat” is the plat of the Property as recorded in the Register’s Office.

1.21 Property. The “Property” shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

1.22 Register’s Office. The “Register’s Office” shall mean the office of the Register of Deeds for Washington County, Wisconsin.

1.23 Rules. The “Rules” shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.24 Subdivision. “Subdivision” shall mean all of Lots as shown on the Plat.

1.25 Town. “Town” shall mean the Town of Richfield, Wisconsin, and its successors.

1.26 Winchester Fields Documents. “Winchester Fields Documents” shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

ARTICLE 2. ASSOCIATION OF OWNERS

2.1 Administration. Declarant shall establish the Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting. Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot is conveyed to any person other than Declarant; or (2) thirty (30) days after the conveyance by Declarant to purchasers of 75% of the Lots; or (3) Declarant’s election to waive its rights to control. For purposes of determining the calculation in (2) above, the number of Lots constituting 100% is set forth in Section 11.4.

2.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common

Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days notice without payment of any penalty.

2.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing. Proposals to affect the Common Areas or Common Improvements require approval of the Board, not the ACC. If the result of a proposal would be to cause an encroachment on any public street or utility, or any easement area or would affect the storm water drainage system on the Property, the prior express written consent of the Town is required.

2.6 Ownership of Common Areas. Each Owner of a Lot shall own a percentage interest in the Common Areas as a tenant in common with all other Owners. The interest of each Lot is a fraction equal to 1 divided by the number of Lots. Initially, the interest is 1/27th, and if fully expanded, the interest would be 1/96th. Each such interest is subject to the following incidences:

(a) By each initial conveyance of a Lot to an Owner, each Owner shall obtain its interest in the Common Areas. Each Owner, on its own behalf and on behalf of its successors and assigns, by acceptance of a deed or other transfer of a Lot, waives any and all right that the Owner might now or hereafter have to maintain any action or petition for partition with respect to the Owner's interest in the Common Areas or to compel any sale by action at law or in equity. No Owner shall sever its interest in the Common Areas from its ownership of its Lot.

(b) The Declarant and the Owners hereby appoint the Association as the "agent" for the administration of the Common Areas, with the complete authority over the Common Areas as described herein. The Association shall not have the right to sell, mortgage or lease any or all of the Common Areas except if approved by the Owners as an amendment hereto under Article 9.

(c) The appointment of the Association as the agent for the Common Areas is not intended to create any other agency, joint venture or partnership relationship among the Owners or between the Association and the Owners. No Owner shall have fiduciary duties to another by virtue of the tenancy-in-common interest in the Common Areas. The Association shall not have any duties as a partner, or the like, including but not limited to

income tax reporting to the Owners.

(d) The rights of the Association, as agent, and the Owners as to the Common Areas shall not be affected by federal or state bankruptcy or insolvency proceedings, or analogous proceedings for creditor or debtor relief, against any one individual Owner.

(e) Declarant is advised that each Owner's interest in the Common Areas will be assessed and taxed for real estate tax purposes, and will be included on the tax bill for such Owner's Lot. Declarant makes no assurance that taxes will be levied in this manner. If any one Owner fails to pay taxes as and when due with respect to such Owner's interest in one or more of the Common Areas, then the Association may, but is not obligated to, pay such amount and levy a special assessment in such amount on such Owner.

(f) Appointment of the Association as agent shall not be rescinded or limited unless the appointment is rescinded or limited by an amendment to this Declaration in accordance with Article 9.

(g) The Association shall permit an Owner to use a reasonable portion of an Outlot located as closely as feasible to the Owner's Lot for purposes of installation, maintenance, repair and replacement of a private sewage system for the residence on the associated Lot if the Owner can show that it is impractical to locate such sewage system on the Lot. In order to obtain such permission, the Owner must apply for permission under Section 2.5, and the Association shall not charge any fee under Section 2.5(c), but may impose a fee for its costs of review and enforcement, and may impose requirements regarding, among other matters, the reconstruction and repair of the landscaping on the Outlot, the condition of the sewage system, and the effects of the sewage system on the environmental condition of the Outlot. Any such sewage system installed must be in compliance with all applicable laws at all times.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and special assessments, or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

3.2 Installments; Late Payments. General assessments shall be levied on an

annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office, in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

3.7 Litigation Reserve. Upon initial conveyance of each Lot by Declarant, each new Owner shall deposit with the Association a nonrefundable sum of \$300, to be placed in a litigation reserve fund. The litigation reserve fund shall be used to pay legal fees and costs in the event that the Association is involved in a proceeding to enforce or defend the terms and conditions of this Declaration, whether in a proceeding commenced by or against the Association or in which the Association intervenes. The Board may invest said funds and all returns on such investments shall become a part of the fund; provided that the Board may transfer amounts out of the fund to the Association's general funds if it is determined that a lesser amount is appropriate. If necessary, the Board may levy a general or special assessment to replenish such fund. The Declarant shall not be obligated to contribute any funds to the litigation reserve escrow fund.

ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility. Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such

Owner's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

4.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including landscaping, trees and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

5.2 Pets. The Owner or Occupant may keep no more than three (3) pets per Lot on the conditions that:

- (1) the pet is not permitted on any of the Common Areas while unattended;
- (2) the owner of the pet shall comply with such further rules of pet ownership as may be promulgated by the Board;
- (3) the pet is licensed by the Town or appropriate licensing authority, if required under applicable ordinances;
- (4) no reptiles or uncaged birds shall be permitted; and
- (5) the pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board, the pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section 5.2 or any Rules adopted relating to pets. Possession of pets shall not be considered a property right.

If a dog kennel or similar enclosure is to be erected and maintained for any pet, such kennel or

enclosure will require approval prior to installation under Section 6.1. Any and all costs of repairing damage caused by a pet or other unauthorized animal of an Occupant shall be borne by its owner and, if different, the Owner of the Lot where the pet or other animal is housed.

5.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots, without the express prior consent of the Board, and, except for parking as necessary in connection with the construction or reconstruction of a residence on a Lot. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (1) in a garage, or (2) in the case of recreational vehicles, commercial vehicles and boats, outside of a garage but no closer to the street than the furthest most projection of the residence or garage to the front Lot line, on a hard surface area of concrete, asphalt, paving brick or similar material, and screened from public view by fencing, shrubbery, decorative gates or other means, in all cases acceptable to the ACC. Without limiting the foregoing, no motorized vehicles may be operated on any Outlot.

5.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

5.5 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

5.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Winchester Fields Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

5.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

5.9 Signs. No Owner or Occupant may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Building which are visible

from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 6. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

5.10 Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA"); Resource Conservation and Recovery Act ("RCRA"); Town ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

5.11 Obstructions. No playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas except as the Board permits by Rule.

5.12 No Further Divisions. No Lot or Outlot may be further subdivided without the approval of the Town's Plan Commission.

5.13 Occasional Use of Common Areas. If the Association places gazebos or other structures in the Common Areas, then the Owners shall be entitled to the use thereof at no cost, subject to Rules to be made by the Board concerning the reservation and use of such Common Areas and Common Improvements. Any user will be responsible for removal of all debris from such use. Any damage to the Common Areas or Common Improvements from such use will be repaired by the Association but at the cost of the Owner under Section 4.1. An Owner using a Common Area or Common Improvement shall not leave the Owner's guests unaccompanied during their use of the same. Outlots shall not be developed or used except as contemplated by this Declaration.

5.14 Limited Access for Lots 1 and 3. Lots 1 and 3 shall have direct driveway access only to Quail Run and not to Winchester Pass.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Controls; Restrictions on Development.

(a) Architectural Control Committee. Composition. Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, consisting of three (3) members who shall have the duties as set forth in this Article. The initial ACC shall be appointed by Declarant. One or more ACC members may delegate their ACC duties to any one or more of the other ACC members. After Declarant conveys to purchasers 75% of the Lots, then the initial members of the ACC shall resign and the Board shall elect the three (3) members from the Owners of Lots to serve on the ACC; provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings (defined below) for the initial construction of a residence on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant's approval.

(b) No Development Without Prior Approval. Not less than ten days prior to each time any of the following is proposed to occur:

- (1) commencement of construction of any Building or other improvements on any Lot, or
- (2) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto, or
- (3) the demolition of any Building or other improvements on any portion or portions of such property, or
- (4) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property, or
- (5) the installation of an awning, enclosure, hot tub, deck, swimming pool, mailboxes, fences or other landscape features on any such property,

the Owner(s) of such property shall submit to the ACC for consideration as described below two copies of written information, which shall include a survey of such property prepared by a licensed surveyor, ("Drawings") showing:

- (A) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,
- (B) detailed plans and specifications for construction or

reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view,

(C) the proposed landscaping, and

(D) the proposed location and specifications for utilities servicing such improvements.

The survey shall reflect the proposals in A through D, which are appropriate to be shown on the survey. Any of the actions described in clauses (1) through (5) above may be taken (subject to subsection (c) following) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in subsection (c) following, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (1) through (5) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

(c) Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees as provided in Section 6.6(b), and such other matters proposed in such Drawings comply with the terms of this Declaration and the Town ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property or the Expansion Real Estate, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object or acquiesce conditionally as above within twenty business days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the ACC stated that it has no objection to the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional 6

months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified in Section 6.6(c).

(d) Prior Approval for Changes. If after the completion of the improvements to an affected property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected property, the Owner shall comply with the provisions of subsection (a) above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements.

(e) Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may but need not require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

(f) Separate Town Approval. Matters which require approval of the ACC may also require approval of the Town. Obtaining approval from the ACC and from the Town is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Town and approval by the Town shall not be deemed approval by the ACC.

(g) Uniformity Standards; Waiver. Certain standards of architectural control are set forth in Sections 6.2 through 6.6 below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard in Sections 6.1 through 6.6, and may waive any floor area requirements in Section 6.3 by up to 10%. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard as above even in the absence of an “unnecessary hardship”; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

(h) Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney’s fees, asserted against, incurred by, or imposed in connection with

or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 30" in diameter shall be erected or installed on or in any roof or any other portion of a Building on any Lot or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Town ordinances.

6.3 Minimum Home Size Requirements.

(a) Only one single-family home may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

<u>Residence Type</u>	<u>Minimum Size</u>
One story	1,900 square feet
More than one story	2,300 square feet (minimum of 1,100 square feet on the first floor)

(b) For purposes hereof, "more than one story" includes homes referred to as one and a half story, two story, split level or bi-level. The type of residence and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage porch or patio areas in the computation.

6.4 Garages.

(a) Each residence on a Lot shall have a garage for not less than 2 cars attached to the residence containing a minimum of 450 square feet. Garage entrances must be located on a side of the residence which does not face the street fronting the Lot, except in the case of a Lot bordered by two streets in which case the garage entrance must be located on the side on which the front entrance does not face. Garages must be located on the side of the Lot which has the highest elevation, except as permitted by the ACC. Driveways shall be paved with a hard surface material acceptable to the ACC and, within its jurisdictional limits, the Town. Garages must be constructed at the time of construction of the residence and all exterior features must be completed prior to occupancy of the residence

(b) Detached garages may be permitted by the ACC, provided that the following requirements have been satisfied:

1. The garage shall have a minimum of two stalls.
2. Door openings and all overhead doors shall not exceed 10 feet in height.
3. Color and building materials shall be consistent with the residence on the Lot.

(c) Any storage sheds shall contain not less than 129 square feet nor more than 180 square feet. All sheds shall be of a style, color and building material consistent with the residence on the Lot. A shed must be rectangular, and not square. No steel, vinyl, aluminum, prefabricated or kit sheds shall be permitted. Approval for sheds is required under Section 6.1. If an Owner desires to connect electricity to a shed, whether at or after the time of initial construction, the installation of electrical connections must be underground and must be performed in accordance with all laws and regulations.

6.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

(a) If shutters or window casings and trim features are used on windows or divided-lite windows are used, in any case on the front of a residence, then they shall be used on such of the side and rear windows as the ACC shall require.

(b) A residence shall have a roof made of 25 year warranted dimensional shingles, or better, with a minimum pitch ratio of 8:12, or such other pitch as is specifically approved by the ACC.

(c) Exterior walls of residences shall be constructed of brick, stone, wood (including wood wafer board products of a type and quality approved by the ACC), aluminum, vinyl, cedar, stucco, or combinations thereof. Basement or foundation walls shall not be exposed by more than 8 inches.

(d) If vertical siding or the like is used on the exterior walls of a residence, the same shall terminate only at an inside corner or other suitable break in the residence's architecture as the ACC shall approve. Exterior masonry walls must abut another wall.

(e) The ACC shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.

(f) The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or

foundation walls shall be covered with suitable material consistent with the overall architecture of the residence.

(g) No soil shall be removed from any Lot nor excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a “finish grade”) of a Lot must conform to grading plans approved by the Town.

(h) Above-ground pools and in-ground pools may be installed on a Lot only with approval of the ACC, which will be acting reasonably if it does not approve an in ground pool which is not completely enclosed by a secure wall or fence of a minimum of 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool.

(i) Each Owner is required to install and energize before occupancy, and thereafter to maintain, a front yard light post and lantern with an address plate (in accordance with the Town ordinances) in a style and from a manufacturer approved by the ACC from time to time. The initial post and lantern will be purchased from Declarant. The light post and lantern must be (1) located at least 6 feet and no more than 10 feet from the front lot line; (2) adjacent to the driveway; (3) fitted to use a high pressure sodium lamp of no more than 50 watts; and (4) illuminated from dusk to dawn by means of a photo cell. Prior to occupancy of a residence on a Lot, the Owner shall demonstrate to the ACC that such light post and lantern is connected to electrical service (paid for by such Owner). No owner shall tamper with such lantern controls.

(j) Each Owner is required to install and maintain a mailbox and mailbox support post as selected by the ACC in locations as determined by the U.S. Postal Service. The ACC may designate one or more styles of mailboxes to be used, guided by an effort to keep mailboxes and posts as uniform as practicable.

(k) In making determinations under subsections (i) and (j), the ACC will give priority to the goal of achieving uniformity of aesthetics, but without abrogating its right to grant variances or to change its aesthetic scheme from time to time.

(l) Each Owner shall maintain its light post and lantern and mailbox and mailbox post in good condition and working order, and shall cause electrical service to be continued to such lantern. Without limiting the authority of the Association generally, the costs of enforcing the covenants in subsections (i) and (j) may be assessed to an offending Owner as a special assessment on such Lot under Article 3.

(m) If Declarant, in its discretion, installs any light post, lantern, mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

(n) All utilities shall be installed underground.

(o) No exterior active solar collectors shall be erected, installed or used unless presented in the Drawings and approved by the ACC.

(p) No fences shall be permitted in the front yard setback area except for decorative wood or stone type fences in the areas of the corner of each Lot. No wire mesh fencing is allowed except in connection with a dog kennel or run if approved by the ACC.

6.6 Grading and Landscaping.

(a) Declarant has established a master surface drainage plan (the “Master Grading Plan”) designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots, and affects the value of all Lots. A copy of the Master Grading Plan is on file in the office of the Declarant (or, after the period of Declarant control, in the office of the ACC) and in the office of the Town Engineer. When the ACC reviews any Drawings, it shall consider whether the proposed improvements affect the Master Grading Plan, and may reject any Drawings on that basis. Within 60 days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner’s Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner is responsible for the cost thereof. Despite Declarant’s efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect.

(b) No existing live tree with a diameter of eight inches or more, at a height of four feet above the ground shall, without approval of the ACC, be cut down, destroyed, mutilated, moved or disfigured. All such existing trees shall be protected during construction and preserved by wells or islands and proper grading in such manner as shown in approved Drawings. Within 1 year after the first occupancy of a dwelling on a Lot, the Owner of the Lot will plant at least 3 trees which have a minimum 2.5 inch diameter when measured 4 feet above the root system(including those trees planted prior to or during construction). At least 2 of these trees shall be planted in the front yard.

(c) Each Lot shall be landscaped and seeded or sodded within 1 year after substantial completion of a dwelling on the Lot. Landscaping shall include the area between the front Lot line and the edge of the street pavement. Landscaping must include a drive which shall be hard surfaced material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt or similar material shall be installed within 2 years from the date the dwelling is substantially completed. If a Lot Owner

constructs a concrete drive, the Owner must construct a hot mix asphalt approach to the Town right of way; the Owner is responsible for accurately determining the location of the Town right of way. Owners are cautioned that the Town may require a permit to construct such a driveway and approach.

6.7 Construction Matters.

(a) No building or construction materials shall be stored on any Lot outside of Buildings on the Lot, except during periods of actual construction or remodeling, and then only for so long as reasonably necessary and only if kept in a neat manner. Neither Declarant nor the Association is responsible for the security of materials stored on a Lot.

(b) During grading, the Owner of the Lot is solely responsible for compliance with all erosion control requirements.

(c) Each Owner shall include the following provisions in all construction contracts for improvements to the Owner's Lot:

1. The roadway abutting the Lot shall be cleaned each day of mud and debris during the period of construction.
2. There shall be no loud music at the construction site during the period of construction.
3. A dumpster for debris shall be provided at the building site for the period of construction.
4. All debris will be disposed off site in accordance with applicable laws.
5. There shall be no more than one sign on any Lot during the period of construction, which sign shall not exceed six square feet.
6. No sign of the contractor shall be placed at the entry way to the Property.
7. The Owner shall comply with the soil and erosion plan control ordinance of the Town and Washington County.

ARTICLE 7. SPECIAL FEATURES

7.1 Trails. The Association may establish and maintain trails over portions of the Common Areas as depicted on the Plat, with the exact location of such trails on such property to be determined by the Association ("Walking Trails"). The Walking Trails are intended to be marked and available for use by Owners and Occupants of the Lots and the Expansion Real Estate only for pedestrian purposes. The Declarant and the Association can give no assurance that the Walking Trails will not be used by unauthorized persons or for unauthorized purposes. The Owners and Occupants of any of the Lots affected by the Walking Trails, by acceptance of a deed thereto, waive and release Declarant and the Association from any and all liability or responsibility for personal injury or property damage which may occur as

a result of the establishment, maintenance or use of the Walking Trails. The Walking Trails shall be property intended for “recreational” use as defined in Wis. Stats. 895.52.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an “agreed amount” and a “replacement cost” endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of

such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions From Coverage. Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least fifty percent (50%) or more of the total votes of the Association then entitled to vote. Except as otherwise provided herein, an Owner's written consent is not effective unless approved in writing by its Mortgagee, if any, and unless the signature of such Owner is acknowledged before a notary. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration, or the rights of Mortgagees under Article 10, or the rights of the Town under Article 15, without the express written consent of Declarant, or 51% of the Mortgagees, or the Town, as the case may be.

9.2 Procedures. Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Winchester Fields Documents which is not cured by such Owner within

thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder as specified in Article 9.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 11. RIGHTS OF DECLARANT

11.1 Reserved Rights. Pending the sale of all Lots by Declarant, Declarant:

(a) may use the Outlots, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed 24 months from the date of issuance of the certificate of occupancy therefor; provided, however, that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 10 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

11.2 Right to Expand. Declarant reserves the right to expand the Property, without the consent or approval of any Owner, at any time and from time to time on or prior to the expiration of 15 years from the date of recording this Declaration, by subjecting all or any portion of the Expansion Real estate to this Declaration. Expansion may be effected in any number of phases. Declarant is under no obligation to and makes no representation that it will in fact exercise its rights to expand the property or construct improvements thereon; parts or all of the Expansion Real Estate may be developed for uses other than as part of the Property. Portions of the Expansion Real Estate are presently not owned by the Declarant, and are included herein only in the event that Declarant acquires an interest therein.

11.3 Uses of Expansion Real Estate. The Expansion Real Estate may be used for any other purposes for which any other part of the Property is used hereunder, provided that at the time of each expansion Declarant may impose additional conditions and limitations on such future phases.

11.4 Effect of Expansion. Upon each such expansion (1) each Owner in the Expansion Real Estate so added shall be a member of the Association entitled to a vote, (2) each new Lot created shall be entitled to one vote per Lot, (3) the ownership of the Common Areas shall be automatically deemed shared with all such new Lots so that the percentages in Section 2.6 are adjusted to be 1/the number of Lots then in the Subdivision, and (4) any portions of the Expansion Real Estate so designated shall be Common Areas subject to ownership as described in Section 2.6. The assessments for each such new Lot during the budget year in which the same is added to the Property shall be determined on an equitable basis by the Board. For purposes of Sections 2.3, 6.1(a), 9.1, and 14.1, the number of Lots and votes shall be deemed to be 96 until Declarant's right to expand as above expires or is voluntarily terminated, and Declarant shall be deemed to own all such Lots except those actually conveyed of record to third parties in individual transactions. Subject to the foregoing, the percentage of votes required under each such Section shall be adjusted to account for each new expansion.

11.5 Method of Expansion. Expansion shall occur upon recording in the Register's Office an amendment to this Declaration describing the Expansion Real Estate so added, and the uses and limitations on uses Declarant desire to be applicable to such property, and explaining the effect of such expansion in accordance with the terms of this Article. Amendments to accomplish an expansion need be signed only by the Declarant.

11.6 Matters Related to Expansion.

(a) Declarant reserves an easement over and across the Outlots and any Lots which have not yet been conveyed to third parties for the benefit of the Expansion Real Estate for the purposes of construction ingress and egress and for the purpose of installation, maintenance and replacement of underground utilities servicing the Expansion Real Estate.

(b) If Declarant determines at any time that it is desirable to coordinate utility services or drainage for the Expansion Real Estate with existing utility services or drainage for the Property, Declarant may connect utilities or drainage features servicing the Expansion Real Estate to existing utilities or drainage features even if the Expansion

Real Estate is not then or thereafter made a part of the Property.

ARTICLE 12. REMEDIES

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Section 3.7. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

12.3 Sections Enforceable by Town. The restrictions imposed upon the Property, and the obligations of the Declarant, Association and Owners contained in sections 4.2, 5.1, 6.7, 13.2, and 13.3 all benefit the Town and are enforceable by the Town as specified in this Article.

12.4 Enforcement by the Town. If an obligation or restriction contained in any of the sections listed in Section 12.3 is not performed or fully complied with by the Association or any one or more of the Owners (in each case, a "Breach"), Town may, but is not required to, seek the following enforcement in the following manner:

(a) Notice and Hearing. Town shall first provide written notice of the specific Breach to the entity which failed to perform said obligation or who owns the portion of the Property where the restriction or provision or obligation is not being complied with or fully performed (as the case may be), with copy to the Association if the Association is not the offending party, and in any case, the Town shall provide for a hearing regarding the alleged Breach at which all Owners and Occupants may attend and speak.

(b) Remedy. If, within thirty (30) days after the hearing provided above, the Town determines that a Breach existed and that such Breach has not been remedied, and if the Association has not taken steps satisfactory to the Town to remedy a Breach, the Town shall be entitled to seek any one or more of the following remedies:

- (1) Injunction. An injunction compelling the person committing such Breach to remedy it.
- (2) Money Judgment. A money judgment against the person committing such Breach for all monies owed to Town as a result of the Breach including all legal and professional consulting fees and costs of litigation incurred by Town in obtaining an injunction or money judgment or both.
- (3) Performance of Work. The Town may cause any work to be performed on the Common Areas in order to remedy any Breach. The performance of any such work shall not cause the Common Areas to be dedicated to the public, nor shall it constitute the assumption by the Town of any duty to perform any other or further work in the Common Areas.
- (4) Special Assessment or Special Charge. If one or more Owners commit or allow a Breach, the Town may levy either a special assessment or special charge against the property owned by the Owner who has committed or allowed the Breach in an amount equal to all damages, costs and expenses incurred by the Town (including all attorney fees and other professional consulting expenses) as a result of such Breach. If the Association commits or allows a Breach, the Town may levy either a special assessment or special charge against the property owned by each of the Owners in an amount equal to such Owner's share, based on the fraction set forth in Section 2.6(a), of all damages, costs and expenses incurred by the Town (including all attorney fees and other professional consulting expenses) as a result of such Breach. Each Owner, on his or her own behalf and on behalf of any successors in interest, hereby accept the levy of such special assessment or special charge pursuant to this subsection and hereby irrevocably waive rights of notice and hearing pursuant to Wis. Stats. §66.60(18) or any amendment thereto.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot, Common Area or Outlot is reserved to the Association to service utility installations located on, in or under such Lot, Common Area or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable

judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners. The easements granted to the Owners may include but are not limited to the placement of mound systems in the Common Areas to service individual Lots as approved by the Association in accordance with Section 2.5 above.

13.3 Drainage. An easement is reserved to Declarant, the Association and the Town over Lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any master plan approved by the Town.

ARTICLE 14. TERMINATION

14.1 Termination. This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1) Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office.

ARTICLE 15. CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration,

or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

Executed on October 18, 2000.

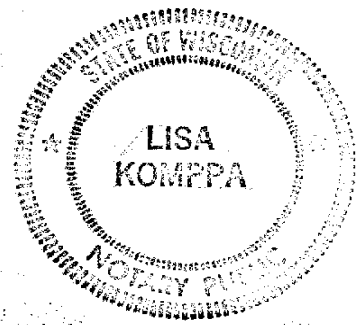
W. Fields, LLC

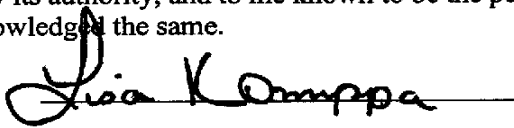
By: Jerome A. Bence Jr. Irrevocable Trust under Trust Agreement No. II dated January 2, 1998, Member

By: 
Scott J. Bence, Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

Personally came before me this October 18, 2000, the above named Scott J. Bence, Trustee of the Jerome A. Bence Jr. Irrevocable Trust under Trust Agreement No. II dated January 2, 1998, which is a member of W. Fields, LLC, by its authority, and to me known to be the person who executed the foregoing instrument, and acknowledged the same.




Notary Public, State of Wisconsin
My commission: 3-7-04

DOC# : 868646

This instrument was drafted by
and should be returned to:
Robert A. Teper and Hal Karas
MICHAEL BEST & FRIEDRICH LLP
100 East Wisconsin Avenue, Suite 3300
Milwaukee, Wisconsin 53202
X:\CLIENTB\94362\0001\A0069264

Exhibit A

A parcel of land located in the NW ¼ and the SW ¼ of Section 29, Township 9 North, Range 19 East, Town of Richfield, Washington County, Wisconsin, described as follows:

Commencing at the West ¼ corner of Section 29; thence S. 01°38'35" E. 857.00 feet along the west line of the SW ¼ to the point of beginning of lands to be described; thence continuing S. 01°38'35" E. 471.15 feet along said west line to the SW corner of the N ½ of the SW ¼; thence N. 88°18'54" E. 2655.32 feet along the south line of the N ½ of the SW ¼ to the SE corner of the N ½ of the SW ¼; thence N. 01°46'58" W. 1328.60 feet along the east line of the SW ¼ to the center of Section 29; thence N. 01°22'43" W. 632.48 feet along the east line of the NW ¼; thence S. 85°13'14" W. 50.09 feet; thence S. 88°37'17" W. 415.66 feet; thence S. 46°41'19" W. 112.24 feet; thence S. 43°37'17" W. 141.42 feet; thence S. 01°22'23" E. 114.02 feet; thence S. 81°31'49" E. 218.66 feet; thence S. 01°41'41" E. 113.48 feet; thence S. 88°18'19" W. 315.11 feet; thence S. 01°41'41" E. 191.99 feet to the north line of the SW ¼; thence S. 88°18'19" W. 1730.61 feet along said north line; thence S. 01°38'35" E. 293.16 feet; thence N. 88°21'25" E. 197.70 feet; thence S. 01°38'35" E. 564.00 feet; thence S. 88°21'25" W. 372.00 feet to the point of beginning. Said parcel contains 83.76 acres.

This includes lots 1 through 27 and outlots 1 through 4. in

X:\CLIENT\B\943620001\A0037061

*Winchester Fields A subdivision
located in the SE ¼ of the NW ¼
and the NW ¼ and the NE ¼ of the SW ¼
of sec. 29, T9N R 19E, Town of
Richfield, Washington, Wisconsin*

Exhibit B

A parcel of land located in the East ½ of the NW ¼ and the North ½ of the SW ¼, all in Section 29, Town 9 North, Range 19 East, Town of Richfield, Washington County, Wisconsin, bounded and described as follows:

Commencing at the North ¼ corner of said Section 29, thence S. 88°19'43" W., 330.00 feet along the north line of the NW ¼ of said Section 29 to the point of beginning of lands to be described; thence continue S. 88°19'43" W., 1000.88 feet along said north line to the NW Corner of the NE ¼ of the NW ¼ of said Section 29; thence S. 01°28'59" E., 2657.42 feet along the west line of the East ½ of the NW ¼ of said Section 29 to the southwest corner of the SE ¼ of the NW ¼ of said Section 29; thence N. 88°18'19" E., 578.87 feet along the south line of the SE ¼ of the NW ¼ of said Section 29; thence N. 01°41'41" W., 191.99 feet; thence N. 88°18'19" E., 315.11 feet; thence N. 01°41'41" W., 113.48 feet; thence N. 81°31'49" W., 218.66 feet; thence N. 01°22'23" W., 114.02 feet; thence N. 43°37'17" E., 141.42 feet; thence N. 46°41'19" E., 112.24 feet; thence N. 88°37'17" E., 415.66 feet; thence N. 85°13'14" E., 50.09 feet to the east line of the NW ¼ of said Section 29; thence N. 01°22'43" W., 1364.42 feet along the east line of the NW ¼ of said Section 29; thence S. 88°19'43" W., 330.00 feet; thence N. 01°22'43" W., 660.00 feet to the point of beginning. Said parcel contains 67.21 acres. Excluding therefrom those portion previously dedicated for the right of way of Elmwood Road.

and

A parcel of land located in the NE ¼ and SE ¼ of Section 29, Town 9 North, Range 19 East, Town of Richfield, Washington County, Wisconsin, bounded and described as follows:

Commencing at the North ~~14~~ corner of said Section 29; thence N. 89°04'54"E., 726.00 feet along the north line of the NE ¼ to the point of beginning of lands to be described; thence continuing N. 89°04'54" E., 600.76 feet along said north line to the NE corner of the NW ¼ of the NE ¼ of said Section 29; thence S. 01°29'08" E., 2655.91 feet along the east line of the W ½ of the NE ¼ of said Section 29 to the SE corner of the SW ¼ of the NE ¼ of said Section 29; thence S. 01°39'26" E., 2098.03 feet along the east line of the W ½ of the SE ¼ of said Section 29; thence S. 89°04'34" W., 425.00 feet thence S. 89°20'40" W., 9.14 feet; thence S. 89°04'34" W., 162.99 feet; thence S. 01°46'58" E., 360.06 feet; thence S. 89°04'34" W., 150.00 feet; thence S. 01°46'58" E., 200.00 feet to the south line of the SE ¼ of said Section 29; thence S. 89°04'34" W., 395.00 feet along said south line; thence N. 01°46'58" W., 605.00 feet; thence S. 89°04'34" W., 185.00 feet to the west line of the SE ¼ of said Section 29; thence N. 01°46'58" W., 2052.20 feet along the said west line to the center of said Section 29; thence N. 01°22'43" W., 1996.90 feet along the west line of the NE ¼ of said Section 29; thence N. 89°04'54" E., 726.00 feet; thence N. 01°22'43" W. 660.00 feet to the point of beginning. Said parcel contains 140.20 acres. Excluding therefrom those portions previously dedicated for the right of way of Elmwood Road and Monches Road.

X:\CLIENTB\94362\0001\A0032083

FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF
WINCHESTER FIELDS

DOC#: 949040



Recorded
SEP. 27, 2002 AT 08:15AM
DOROTHY C. BONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$21.00

21-6

Return to:
J.B.J. Companies, Inc.
W178 N9912 Rivercrest Drive #101
Gemantown, WI 53022

egj ✓

**FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINCHESTER FIELDS**

This First Amendment to Declaration of Covenants, Conditions and Restrictions of Winchester Fields (this "First Amendment") is made and entered into by W. Fields, LLC ("Declarant").

Recitals

Under date of October 18, 2000, Declarant executed a Declaration of Covenants, Conditions and Restrictions of Winchester Fields (the "Declaration"), affecting certain real property described therein. The Declaration was recorded in the Office of the Register of Deeds for Washington County, Wisconsin on October 26, 2000 as Document No. 868646. Reference is made to the Declaration for the definition of capitalized terms used herein.

Under Sections 11.2 through 11.6 of the Declaration, Declarant reserved the right to expand the Property subject to the Declaration. Declarant now desires to exercise that right. This exercise is not necessarily the only time that Declarant will exercise this right and so continues to reserve such rights as provided in those Sections. The real property which Declarant is subjecting to the Declaration is described on Exhibit 1A attached hereto ("Phase 2").

Pursuant to Section 11.3, Declarant may limit the uses of Phase 2 in certain respects, and desires to do so as set forth below.

Pursuant to Sections 9.1 and 11.4, Declarant, as the "Owner" of more than 48 Lots for such purposes, may adopt an amendment to the Declaration. Declarant desires to do so for the purposes set forth below.

Declaration

Now therefore, Declarant hereby amends the Declaration as follows:

1. Amendments to Expand. Phase 2 is hereby added to the Property and subjected to the Declaration, as follows:

(a) Phase 2 is hereby added to Exhibit A (the Property) and deleted from Exhibit B (the remaining Expansion Real Estate), so that Phase 2 is added to the Property for all purposes.

(b) As provided in Section 11.4 of the Declaration, effective as of the date of this Amendment is recorded, each Owner in Phase 2 will be a member of the Association entitled to one vote per Lot; the ownership of the Common Areas set forth in Section 2.6 is modified to be 1/47th interests; and the portions of Phase 2 which are not included in the Lots in Phase 2 are declared to be an addition to the Common Areas.

2. Specific Use Restriction in Phase 2 and Subsequent Expansions. The following restrictions are imposed:

(a) The driveways for Lots 31 and 34 will have access only to Whitetail Circle and may not have access to Browning Court.

- (b) The dimensional shingles permitted in Section 6.5(b) shall be a “weatherwood” color.

3. Amendments Affecting all Lots. Since the recordation of the Declaration, Washington County has required that certain stormwater management and maintenance provisions apply to all subdivisions in areas of the County’s jurisdiction, including the Subdivision. Accordingly, the Declaration is amended to add Section 6.6(d), as follows:

“(d) The Master Grading Plan includes certain stormwater detention basins in the Common Areas. The following are requirements of the Town with respect to these basins, which are duties of the Association:

(1) Each basin is designed to function as an engineered system and should be continually monitored to ensure operation within its original design parameters. Trash racks, standpipes outlet structures, outlet pipes, and anti vortex devices shall be kept clear of debris. Non-structurally sound devices shall be replaced. Floating litter and algae shall be removed monthly. Sediment fore bays shall be dredged within the designed sediment storage cycle, this is usually about every five years, but shall not be greater than ten years. All grassed areas, embankments and flow control devices showing signs of erosion shall be repaired to the original plan requirements.

(2) All grassed areas, embankments and flow control devices should be inspected frequently and particularly during high flow events (e.g. major rain storms and spring snow melt) for rills, scour and short circuiting. Areas showing signs of erosion shall be repaired, reinforced and revegetated immediately.

(3) Once the sediment basin has filled to approximately 50% of its total designed volume (approximately every 10 to 15 years), sediment should be removed and placed in an appropriate upland disposal site and stabilized. Failure to remove sediment from forebays will cause suspension of previously trapped sediments and increase to deposition downstream.

(4) Care must be exercised to keep heavy equipment out of a detention basin, to avoid compression of soils utilized for their infiltration properties. Soils or marginal infiltration and prone to extended periods of ponding may require annual or semiannual deep tillage and revegetation, with one occurring in the late summer. Sedimentation should not be allowed to accumulate faster than the grass can grow through it. Once the basin has lost 10% of its capacity to sedimentation, removal operations of the sediment must occur at Association expense. Trash and debris shall not be allowed to accumulate.

(5) Accumulated sediment, in significant proportions, should be removed and bare areas regraded, seeded or otherwise revegetated. Sediment material, free of trash and debris, may be used to fill and restore small depressions or shallow water pockets and then seeded.

(6) Remove trench material and filter fabric that is clogged. Remove clogged native soil and replace with filter fabric and new trench material. Install monitoring well. All grassed areas, embankments and flow control devices showing signs of erosion shall be repaired to the original plan requirements.

(7) Infiltration devices, dry basins, grassed waterways and buffers shall be mowed to a height of not less than three inches or more importantly to a height above the operating depth for a 1.5 inch rainfall, no less than twice per year. Depending upon the natural height of the selected grasses, mowing may be infrequent and necessary only to prevent the growth of undesirable woody plants and trees. Grasses shall not be allowed to grow to a height that permits branching or bending. This type of mowing requires equipment (i.e. sickle bars, flail or rough deck mowers) not associated with residential lawn care. Mowing shall only take place when the ground is dry, able to support machinery and avoid rutting.

(8) Accumulated sediment, in significant proportions, shall be removed and bare areas re-graded, seeded or otherwise revegetated. Sediment material, free of trash and debris, may be used to fill and restore small depressions or shallow water pockets and then seeded.

(9) All grassed swales showing signs of erosion, scour, or channelization shall be repaired, reinforced and revegetated immediately. All other swales showing signs of erosion, scour, or channelization shall be repaired (at minimum) to the original plan requirements.

(10) Silt, sod, stone, and any other material transported as a result of high water volumes, velocities or scour shall be removed, replaced and reinforced immediately to its original plan specifications and location occupied prior to the catastrophic event. Trash and other deleterious debris shall be properly discarded.

(11) The Town, its administering authority, assigns, or designees, is granted access to and upon the described property to evaluate and inspect the stormwater management facilities as necessary to ascertain that the practices are being maintained and operated in accordance with this agreement and the Town of Richfield Ordinance 99-01-02, Section 11. The administering authority shall maintain, as a public record, the results of the site inspections, shall inform the operator of the inspection results, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition. Upon notification to the Association from the administering authority of maintenance deficiencies that require correction, the specified corrective actions shall be undertaken by the operator within a reasonable time frame, as set forth by the administering authority. The administering authority is authorized to execute the needed actions identified in any inspection report, if the operator does not initiate the required corrections within the specified time period. The cost, plus administrative charges, of any work executed by the administering authority to correct maintenance deficiencies shall be assessed and entered upon the tax rolls of the operators of such stormwater facilities by the Town, pursuant to §66.0627 Wis. Stats.

This agreement does not cover improvements or infrastructure dedicated to the public and accepted by the local municipality, to include gutters, channels, culverts, roadside ditches or storm sewer appurtenances, whether located within public right-of-way, easements or upon private property.”

4. Termination. This Declaration shall be in effect for a period of 25 years (except for Sec. 6.6(d) the association hereby binds themselves, their heirs, executors, and assigns forever) and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1) Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office.

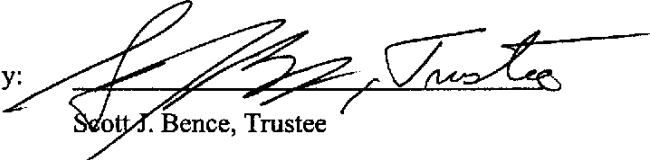
5. Construction and Effect. Declarant reserves all of its rights under Article 11 of the Declaration to further expand or not expand the Property.

Executed as of August 14, 2002.

W. Fields, LLC

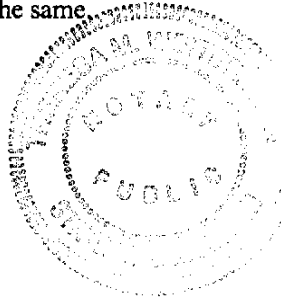
By: Jerome A. Bence Jr. Irrevocable Trust under Trust Agreement No. II dated January 2, 1998, Member

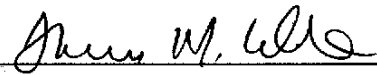
By:


Scott J. Bence, Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

Personally came before me this August 14, 2002, the above named Scott J. Bence, Trustee of the Jerome A. Bence Jr. Irrevocable Trust under Trust Agreement No. II dated January 2, 1998, which is a member of W. Fields, LLC, by its authority, and to me known to be the person who executed the foregoing instrument, and acknowledged the same.




Notary Public, State of Wisconsin
My commission: 6-6-04

This instrument was drafted by
and should be returned to:

Hal Karas, Esq.
MICHAEL BEST & FRIEDRICH LLP
100 East Wisconsin Avenue, Suite 3300
Milwaukee, Wisconsin 53202
414-271-6560

Exhibit 1A

A parcel of land located in the N.E. 1/4 and the S.E. 1/4 of the N.W. 1/4 of Section 29, Township 9 North, Range 19 East, Town of Richfield, Washington County, Wisconsin, described as follows:

Commencing at the North 1/4 corner of Section 29-9-19, said point being marked by a Washington County Monument, thence S 88°19'43" W, 330.00 feet along the North line of the N.W. 1/4 of said Section 29-9-19, said line also being the centerline of Elmwood Road, to the point of beginning of Plat to be described; thence leaving said north line and centerline S 01°22'43" E, 660.00 feet; thence N 88°19'43" E, 330.00 feet along the to a point on the east line of the NW 1/4 of said Section 29; thence along said east line S 01°22'43" E, 1051.91 feet; thence leaving said east line N 86°34'48" W, 44.64 feet; thence S 03°25'12" W, 66.00 feet; thence S 01°22'42" E, 253.45 feet to a point on the northerly boundary line of the Plat of Winchester Fields; thence along said boundary line as follows, S 88°37'17" W, 415.68 feet; thence S 46°41'19" W, 112.24 feet; thence S 43°37'17" W, 141.42 feet; thence S 01°22'23" E, 114.02 feet; thence S 81°31'49" E, 218.66 feet to a point also being on the westerly right-of-way line of Rooster Court; thence along said boundary line and westerly r.o.w. line S 01°41'41" E, 113.48 feet; thence leaving said r.o.w. line S 88°18'19" W, 315.11 feet; thence S 01°41'41" E, 191.99 feet to a point on the south line of the NW 1/4 of Section 29; thence along said south line and boundary line S 88°18'19" W, 578.87 feet to the SW corner of the SE 1/4 of the NW 1/4 of Section 29; thence leaving said boundary line, N 01°28'59" W, 2817.42 feet along the west line of the east 1/2 of the NW 1/4 of Section 29 to the NW corner of the NE 1/4 of the NW 1/4 of Section 29; thence N 88°19'43" E, 1000.88 feet to the point of beginning.

Said parcel contains 66.85 Acres excepting therefrom those portions previously dedicated for the right-of-way purposes of Elmwood Road (65.93 Acres net).

This includes lots 28 through 47 and outlots 5 and 6 in Winchester Fields, A subdivision located in the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 29, Township 9 North, Range 19 East, Town of Richfield, Washington County, Wisconsin.

SECOND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF
WINCHESTER FIELDS

DOC#: 1018931



Recorded
SEP. 25, 2003 AT 09:10AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$17.00

Return to:
J.B.J. Companies, Inc.
W178 N9912 Rivercrest Drive, #101
Germantown, WI 53022

17-4

**SECOND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINCHESTER FIELDS**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions of Winchester Fields (this "First Amendment") is made and entered into by W. Fields, LLC ("Declarant").

Recitals

Under date of October 18, 2000, Declarant executed a Declaration of Covenants, Conditions and Restrictions of Winchester Fields, affecting certain real property described therein. The Declaration was recorded in the Office of the Register of Deeds for Washington County, Wisconsin on October 26, 2000 as Document No. 868646. The Declaration was amended by a First Amendment recorded in the Register's Office on September 27, 2002 as Document No. 949040. The original Declaration, as amended by the First Amendment, are referred to in this Amendment as the "Declaration". Reference is made to the Declaration for the definition of capitalized terms used herein.

Under Sections 11.2 through 11.6 of the Declaration, Declarant reserved the right to expand the Property subject to the Declaration. Declarant now desires to exercise that right. This exercise is not necessarily the only time that Declarant will exercise this right and so continues to reserve such rights as provided in those Sections. The real property which Declarant is subjecting to the Declaration is described on Exhibit 2A attached hereto ("Phase 3").

Pursuant to Section 11.3, Declarant may limit the uses of Phase 3 in certain respects, and desires to do so as set forth below.

Pursuant to Sections 9.1 and 11.4, Declarant, as the "Owner" of more than 48 Lots for such purposes, may adopt an amendment to the Declaration. Declarant desires to do so for the purposes set forth below.

Declaration

Now therefore, Declarant hereby amends the Declaration as follows:

1. Amendments to Expand. Phase 3 is hereby added to the Property and subjected to the Declaration, as follows:

(a) Phase 3 is hereby added to Exhibit A (the Property) and deleted from Exhibit B (the remaining Expansion Real Estate), so that Phase 3 is added to the Property for all purposes.

(b) As provided in Section 11.4 of the Declaration, effective as of the date of this Amendment is recorded, each Owner in Phase 3 will be a member of the Association entitled to one vote per Lot; the ownership of the Common Areas set forth in Section 2.6 is modified to be 1/64th interests; and the portions of Phase 3 which are not included in the Lots in Phase 3 are declared to be an addition to the Common Areas.

2. Specific Use Restriction in Phase 3. The following restrictions are imposed:

(a) The driveways for Lots 54 and 56 will have access only to Porcupine Pass and may not have access to Remington Trail.

(b) The driveways for Lots 57 and 62 will have access only to Coyote Court and may not have access to Remington Trail.

3. Amendment Applicable to all Lots. Section 6.6(c) of the Declaration requires in part that "If a Lot Owner constructs a concrete drive, the Owner must construct a hot mix asphalt approach to the Town right of way; the Owner is responsible for accurately determining the location of the Town right of way." Declarant is advised that the Town no longer imposes this requirement, and Declarant believes that the particular requirement is not necessary for the protection of the Property or the Owners. Accordingly, the sentence quoted above is hereby deleted from Section 6.6(c) of the Declaration.

4. Construction and Effect. Declarant reserves all of its rights under Article 11 of the Declaration to further expand or not expand the Property.

Executed as of September 2, 2003.

W. Fields, LLC

By: Jerome A. Bence Jr. Irrevocable Trust under Trust Agreement
No. II dated January 2, 1998, Member

By: Brian J. Bence
Brian J. Bence, Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

Personally came before me this September 2, 2003, the above named Brian J. Bence, Trustee of the Jerome A. Bence Jr. Irrevocable Trust under Trust Agreement No. II dated January 2, 1998, which is a member of W. Fields, LLC, by its authority, and to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Theresa M. Weitermann
Notary Public, State of Wisconsin
My commission: 6-6-04

This instrument was drafted by
and should be returned to:
Hal Karas, Esq.
MICHAEL BEST & FRIEDRICH LLP
100 East Wisconsin Avenue, Suite 3300
Milwaukee, Wisconsin 53202
414-271-6560



const9905/Deed Restriction Amendment-Ph 3-Final

Exhibit 2A

A parcel of land located in the NW 1 / 4 and the SW 1 / 4 of the NE 1 / 4 of Section 29, Township 9 North, Range 19 East, Town of Richfield, Washington County, Wisconsin described as follows:

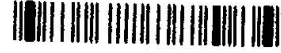
Commencing at the North 1 / 4 of said Section 29; thence N.89d04'54" E., - - 726.00 feet along the north line of said NE 1 / 4 to the point of beginning of lands to be described; thence continuing N.89d04'54" E., - - 600.77 feet; thence S.01d29'08" E., - - 2016.02 feet along the east line of the West 1 / 2 of said NE 1 / 4; thence S.88d30'52" W., - - 148.83 feet; thence S.69d41'33" W., - - 196.19 feet; thence N.78d38'08" W., - - 225.30 feet; thence N.83d28'09" W., - - 318.70 feet; thence S.85d13'14" W., - - 511.57 feet; thence N.01d22'42" W., - - 253.45 feet; thence N.03d25'12" E., - - 66.00 feet; thence S.86d34'47" E., - - 44.64 feet; thence

N.01d22'34" W., - - 1051.91 feet along the west line of said NE 1 / 4, thence N.89d04'54" E., - - 726.00 feet; thence N.01d22'43" W., - - 660.00 feet to the point of beginning. Said parcel contains 51.12 acres.

This includes lots 48 through 64 and outlots 7, 8 and 9 in Winchester Fields, ^{Phase III} A subdivision located in the NW 1/4 and the SW 1/4 of the NE 1/4 of Section 29, Township 9 North, Range 19 East, Town of Richfield, Washington County, Wisconsin.

THIRD AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF
WINCHESTER FIELDS

DOC#: 1075408



Recorded
JAN. 13, 2005 AT 09:30AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$17.00

17-4

Return to:
J.B.J. Companies, Inc.
W178 N9912 Rivercrest Drive, #101
Germantown, WI 53022

**THIRD AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINCHESTER FIELDS**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions of Winchester Fields (this "Third Amendment") is made and entered into by W. Fields, LLC ("Declarant").

Recitals

Under date of October 18, 2000, Declarant executed a Declaration of Covenants, Conditions and Restrictions of Winchester Fields, affecting certain real property described therein. The Declaration was recorded in the Office of the Register of Deeds for Washington County, Wisconsin on October 26, 2000 as Document No. 868646. The Declaration was amended by a First Amendment recorded in the Register's Office on September 27, 2002 as Document No. 949040 and by a Second Amendment recorded in the Register's Office on September 25, 2003 as Document No. 1018931. The original Declaration, as amended by the First Amendment and the Second Amendment, are referred to in this Third Amendment as the "Declaration." Reference is made to the Declaration for the definition of capitalized terms used herein.

Under Sections 11.2 through 11.6 of the Declaration, Declarant reserved the right to expand the Property subject to the Declaration. Declarant now desires to exercise that right. This exercise is the last exercise of Declarant's right to expand. The real property which Declarant is subjecting to the Declaration is described on Exhibit 3A attached hereto ("Phase 4").

Pursuant to Section 11.3, Declarant may limit the uses of Phase 4 in certain respects, and desires to do so as set forth below.

Declaration

Now therefore, Declarant hereby amends the Declaration as follows:

1. Amendments to Expand. Phase 4 is hereby added to the Property and subjected to the Declaration, as follows:

(a) Phase 4 is hereby added to Exhibit A (the Property) and deleted from Exhibit B (the remaining Expansion Real Estate), so that Phase 4 is added to the Property for all purposes.

(b) As provided in Section 11.4 of the Declaration, effective as of the date of this Amendment is recorded, each Owner in Phase 4 will be a member of the Association entitled to one vote per Lot; the ownership of the Common Areas set forth in Section 2.6 is modified to be 1/96th interests; and the portions of Phase 4 which are not included in the Lots in Phase 3 are declared to be an addition to the Common Areas.

2. Specific Use Restriction in Phase 4. The following restrictions are imposed:

(a) The driveways for Lots 68 and 70 will have access only to Peacock Pass and may not have access to Winchester Pass.

(b) The driveways for Lots 79 and 83 will have access only to Teal Court and may not have access to Winchester Pass.

(c) Lots 66 and 81 are not required to have a driveway culvert provided the driveway shall be installed in accordance with the location on file with the developer as approved by the Town Engineer. If the lot owner desires the change the location of the driveway the owner will be required to re-grade and restore the ditch area affected.

3. Construction and Effect. Declarant reserves all of its rights under Article 11 of the Declaration to further expand or not expand the Property.

Executed as of January 12, 2005.

W. Fields, LLC

By: Jerome A. Bence Jr. Irrevocable Trust under Trust Agreement No. II dated January 2, 1998, Member

By: Brian J. Bence
Brian J. Bence, Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

Personally came before me this Jan. 12, 2005, the above named Brian J. Bence, Trustee of the Jerome A. Bence Jr. Irrevocable Trust under Trust Agreement No. II dated January 2, 1998, which is a member of W. Fields, LLC, by its authority, and to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Cynthia Schmitt

Notary Public, State of Wisconsin

My commission: 5/8/05

This instrument was drafted by
and should be returned to:

Hal Karas, Esq.
MICHAEL BEST & FRIEDRICH LLP
100 East Wisconsin Avenue, Suite 3300
Milwaukee, Wisconsin 53202
414-271-6560

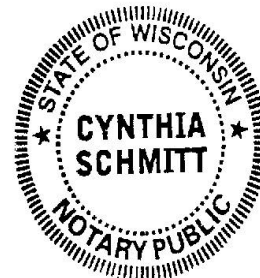


EXHIBIT 3A

A parcel of land located in the Northwest ¼ and the south west ¼ of the Southeast 1/4 and the Southwest ¼ of the Northeast ¼ of Section 29, Township 9 North, Range 19 East, bounded and described as follows.

Commencing at the South ¼ of said Section 29; thence N 89°04'34" E – 185.00 feet along the south line of the SE ¼ of said Section to the point of beginning of lands to be described; thence N 01°46'58" W -- 605.00 feet; thence S 89°04'34" W – 185.00 feet; thence N 01°46'58" – 2052.20 feet along west line of the SE ¼ of said section to the Center of said section; thence N 01°22'43" W – 632.48 feet along west line of the NE ¼ of said section; thence N 85°13'14" E – 461.48 feet; thence S 83°28'09" E – 318.70 feet; thence S 78°38'08" E – 225.30 feet; thence N 69°41'33" E – 196.19 feet; thence N 88°30'52" E – 148.83 feet to the east line of the SW ¼ of the NE ¼ of said section; thence S 01°29'08" E – 639.89 feet along said east line of said section to the SE corner of the SW ¼ of the NE ¼ of said section; thence S 01°39'26" E – 2098.03 feet along the East line of the W ½ of the SE ¼ of said Section; thence S 89°04'34" W -- 425.00 feet; thence S 89°20'40" W – 9.14 feet; thence S 89°04'34" W – 162.99 feet; thence S 01°46'58" E – 360.06 feet; thence S 89°04'34" W – 150.00 feet; thence S 01°46'58" E – 200.00 feet to said south line of said section; thence S 89°04'34" W – 395.00 feet along said south line said line also being the centerline of Monches road to the point of beginning. Said parcel contains 89.43 acres.

This includes lots 65 through 96 and outlots 10 through 13 in Winchester Fields Phase IV, a subdivision located in the Northwest ¼ and the south west ¼ of the Southeast ¼ and the Southwest ¼ of the Northeast ¼ of Section 29, Township 9 North, Range 19 East, Town of Richfield, Washington County, Wisconsin.