

RECORDED

AUG 10 11 45 AM '94

REGISTERED OFFICE
OF WASHINGTON COUNTY WI

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HOLY HILL ESTATES

DECLARATION OF RESTRICTIONS

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned are the owners of real estate located in the Town of Richfield in Washington County, described as follows:

Lots 1 through 41 and outlot 1 inclusive of Holy Hill Estates, a Subdivision; see attached Exhibit A, Legal Description.

The undersigned has divided into parcels for residential purposes only, hereinafter, said "Subdivision"; and WHEREAS, the undersigned desires to impose certain restrictive covenants for the purpose of providing for harmonious development of residential building and land use with respect to said real estate, NOW, THEREFORE, the undersigned hereby covenants and declares that the following restrictions shall apply to all of the foregoing real estate and that the same shall be incorporated by reference to all deeds and conveyances executed by the undersigned conveying portions of said real estate, to wit;

ARTICLE I

1. USE OF LAND:

A. All lots shall be used for single family residential purposes, with the possible exception of up to 15% of the lots which may be used for two family residences, if so permitted by the Town of Richfield. No building shall be erected, altered, placed or permitted to remain on any lot other than a dwelling designed for the above use and occupancy being limited to two stories (plus attic) in height, and containing a private attached garage space for passenger automobiles. The existing structures and uses for Lot #25 may be exempt from strict conformance to the following restrictions. Architectural Control Committee shall approve all building alterations consistent with Lot 25's A-2 zoning class and impacts on adjacent parcels.

2. BUILDING SPECIFICATION AND REQUIREMENTS:

A. Size of Dwelling: One story dwellings shall be constructed with a fully enclosed first floor area of not less than 2,400 sq. ft.; Two

story dwellings of not less than 3,000 sq. ft. (of which a minimum of 1,200 sq. ft. shall be on the main level); One and one-half story dwellings a square footage of at least 3,000 sq. ft. (1,200 sq. ft. on the main living floor); Bi-level dwellings a square footage of at least 3,000 sq. ft. with a minimum 1,200 sq. ft. on the main level. (These minimum footage requirements are exclusive of carports, garages and open porches).

- B. Garages: All residences shall have an attached garage for not less than two (2), nor more than three (3) and one-half automobile spaces. Unless specifically waived by the Architectural Control Committee, garages shall be situated so that the vehicular garage doors are not facing the street and are not directly visible from the street (exception on corner lots). One attractive accessory building designed and constructed to resemble the house in style and building materials shall be allowed for storage of recreational vehicles and usual home owner equipment only, said building to be approved by the Architectural Control Committee, and also by the Town if regulated by the Town.

- C. Setbacks: Minimum of fifty (50) feet from front lot line and side and rear setbacks, or as noted on the Final Plat. (It is further provided, however, that the Architectural Control Committee may require or permit other more restrictive minimums than those herein above set forth, which in its opinion are consistent with the character of the neighborhood, and its decision shall be final).
- D. Construction Requirements: In order to maintain a harmony in appearance and as a protection against undesirable and inharmonious construction of buildings, the right to refuse approval of any plans and specifications and/or plot plans, is hereby given to the Architectural Control Committee, who shall have the right to take into consideration the suitability of the proposed building or other structure. The harmony thereof with the surroundings, including the setback lines of adjacent buildings, and the effect of the said proposed building or other structure upon the outlook from the adjacent or neighboring properties will be considered. All exteriors of buildings shall be of natural

products: cedar, brick, and stone, and must be approved by the Architectural Committee.

THEREFORE, no buildings, main or accessory, deck, fence, wall, pools, well or septic system shall be erected, placed or altered on any lot until the construction plans and specification and a plan showing the location of the proposed improvement shall have been approved by the Architectural Control Committee, or it's duly appointed agent, as to: appropriateness of use and quality of material, colors, harmony of exterior design with existing structures, and as to location on the proposed site, front, rear and side setbacks, and as to topography and finish grade elevations. A duplicate copy of the above plans and specifications as submitted and approved, shall be provided for the permanent file of the Architectural Committee.

- E. Exterior and Roof: All air conditioners, solar heating units, windpower and similar devices shall be concealed from street view and be located in a manner approved by the Architectural Control Committee. Exterior antennas (dishes) and similar devices of all types and location thereof shall not be

installed without the prior permission of the Architectural Control Committee and the Town Board if the town regulates them.

- F. Driveways: All driveways shall be constructed of concrete or hot mix asphalt, and the final surfacing shall be completed within two years of the issuance of the building permit and drive permit. Concrete driveways shall stop at back of Township right-of-way.
- G. Elevation and Grading: Each parcel shall be graded to harmonize with the finished or proper grade of parcels of land adjoining as shown on the subdivision street construction plans, and the final decision regarding deviation from such grading shall be made by the Architectural Control Committee, and the town if they regulate such grades. All excess ground or fill from any parcel of land, within the Subdivision shall be deposited on some part of said Subdivision or any adjacent lands, for which the owner has given permission at the direction of the Architectural Control Committee, without cost to the owners of the land on which the same is deposited and with no harm or intrusion to any wetland, lowland, or floodplain area, either

directly or indirectly.

H. Construction Time and Early Occupancy:

Exterior construction shall be substantially completed within six (6) months from the date of issuance of the building permit, and all construction shall be completed within nine (9) months from the start thereof. The lot shall be fully landscaped within nine (9) months following issuance of occupancy permit. The Architectural Control Committee may extend such times when in its opinion conditions warrant such extension, providing town ordinances do not prohibit a longer period.

3. FENCES, HEDGES AND WALLS: No fences, or other similar structures, except attractive ornamental segments erected as an integral part of the landscaping plan, shall be constructed on the premises without the prior written consent of the Architectural Control Committee, and the Town Board if the town regulates such construction.

No boundary walls and/or fence of any height, type, design and approximate location thereof shall be constructed unless it shall have been approved in writing by the Architectural Control Committee. The heights or elevations

of any wall and/or fence shall be measured from the existing or approved elevations of the property at/or along the applicable points or lines. Any question as to such heights may be submitted for determination by the Architectural Control Committee.

No person shall place any fence, wall, hedge or shrub, or permit the same to remain on any area embodied within corner triangles (formed by the intersection of two street property lines and the lines joining such lines at points twenty five (25) feet from such intersection) which obstruct sight lines at elevations between two (2) and six (6) feet above the roadways, except that trees may be planted and permitted to remain in such areas so long as the foliage line thereof is maintained at sufficient height to prevent obstructions of such sight lines. Lots 1 and 40 will follow requirements of State Highway vision corner as on plat related to State Highway 167.

4. OFFENSIVE USES AND NUISANCES:

A. General Provisions: In order to properly maintain the Subdivision as a desirable residential area, lot owners shall be

responsible for cutting grass and weeds on their lots and on that portion of the road right-of-way adjacent to their lots. Noxious weeds, or other unsightly growths shall not be permitted to grow or remain upon the premises, and refuse piles, uncut lawn or other unsightly growths or objects, which nevertheless occur on a lot may be removed by the Architectural Control Committee including the right to enter upon such lands and remove the same at the expense of the owner after giving owner or occupant ten (10) days notice in writing; and in the event of such a removal a claim shall arise and be created in favor of the Architectural Control Committee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed thereof. In addition, the owners of Lots 35, 36, 37, and outlot 1 of Steepleview Court will be responsible for the proper care and maintenance of the landscaped island on said court. No business, trade, manufacturing or commercial activity of any kind shall be carried on upon any lot in said Subdivision,

except home occupations such as professional offices as permitted by applicable town zoning regulations may be maintained for the owners use in his residence, nor shall anything be done thereon which may be, or become any annoyance or a nuisance to the residents of the said Subdivision. No signs or other advertising shall be displayed on any lot unless the size, form and number of same are first approved by the Architectural Control Committee and the Town Board if so regulated by the Town.

- B. Livestock and Pets: Animals, livestock or poultry of any kind shall not be raised, bred, or kept on any parcel, except that two (2) dogs, two (2) cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. No person shall knowingly keep or harbor any vicious dog which may result in attacking a person peacefully walking or riding on public roads, or while lawfully on the premises of the keeper of such a dog, or elsewhere in the Subdivision. Dogs or pets shall not be permitted to run at large, but shall be kept on the premises of the owner unless they are

under control of responsible persons. Any dog that habitually howls, barks, or yelps, must be brought under control of the keeper to the elimination of such disturbance of the place.

- C. Storage of Garbage or Other Material: No garbage, refuse, debris, or rubbish may be dumped on any vacant lot in the Subdivision. No machinery, lumber, or building materials shall be parked or stored on any lots in the Subdivision, except as may be necessary during building operations. Trash, garbage or other waste shall be kept in sanitary containers screened from view, and when being collected, shall not be left overnight at the ends of driveways. During the period of construction, lot owners shall maintain control of "construction trash and waste".

No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will

or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

- D. Commercial and Recreational Vehicles: Trucks, buses, and commercial type vehicles, other than personal type vans and recreational type vehicles, shall not be stored or parked on any lot unless in a closed garage; nor shall they be parked on any street in the Subdivision except while engaged in deliveries to or from a resident in the Subdivision.

Any out-of-season recreational vehicles shall not be stored or parked on any lot, except in a closed garage or other approved storage building.

- E. Elevated Tanks: No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. Any tanks for use in connection with any residence constructed on such premises; including tank for the storage of fuels, must be buried in accordance with Town, County, State and Federal regulations.

- F. Signs and Advertisements: Any entrance or street light installed on a lot in the Subdivision will be paid for by lot owners.

- G. Property Identifications: The owners of each

residential parcel within the Subdivision shall place adjacent to the common roadway a mailbox in conformity with existing postal regulations and be in good tact. The type and location of mail boxes and their supports shall also be approved by the Architectural Control Committee and the Town Board if regulated by the town.

- H. Motorcycles and Snowmobiles: Whereas the keeping of a motorcycle, snowmobile, mini-bike, or recreational vehicle is allowed, the use of them is PROHIBITED on any lot, driveway, parking area, or open space within the Subdivision. The intention herein is that they shall be expressly limited to only the road areas for the sole purpose of entering and/or leaving the Subdivision for necessary travel (as contrasted with recreational use). No unlicensed cars or trucks shall be parked on or about the premises, unless garaged for purposes of restoration.

5. UTILITIES AND DRAINAGE:

- A. Utilities and Easements: Where easements for the installation and maintenance of utilities and drainage facilities are shown on the Subdivision plat, no structure, planting, or

other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each parcel and all improvements in it shall be maintained continuously by the owner of the parcel, except for those improvements for which a utility company is responsible.

- B. Storm Water Detention Areas, on Lots 1, 6, 20, and 24, and the storm water management facilities located thereon shall be the duty of the Association with respect to assuring they function as intended. In the event the Association fails to maintain the facilities, or make repairs or improvements deemed necessary by the Town of Richfield, the Town may give notice to the lot owners Association who shall have the time specified in the notice to correct the problems. If the Association or the owners do not complete the work within the allotted time, the Town may enter to do the work, or cause it to be done; and the cost of such work plus reasonable administrative fees shall be charged to the

owners Association as a special assessment equally to all properties within the Subdivision, pursuant to paragraph 66.60(16), Wis. Stats. This constitutes the owner waiver of any notice of hearing and notice otherwise required by paragraph 66.60(16) Wis. Stats. In the event of an emergency as determined by the Town Board, corrections, repair or clean-up may be completed by the Town and charged to the Association or special assessment as set forth above without the required notices.

- C. Drainage: The owners of each parcel of land in the Subdivision shall grade their lot so that there will be a natural waterway, generally along the side or rear lot lines to provide for the flowage of surface water in the direction of the natural flow of such water, as shown on the original town approved Subdivision plans. Such waterways shall be grass, unless forested, or drainage is provided by underground drain tile. Drainage easements depicted on the plat shall be maintained by the owners of the lots such easements cross. No landscaping or structures shall be installed, constructed, placed, planted or maintained which may interfere with

the established drainage pattern.

6. ARCHITECTURAL CONTROL COMMITTEE:

A. In General: The Architectural Control Committee referred to in this Declaration of Restrictions shall be composed of Jerome A. Bence, Jr., (Owner), Scott J. Bence, (Owner), Brian J. Bence, and Teri and Mike Weitermann, or their duly appointed agent as long as they own any portion of the above described property. Prior to the above original owners selling their last portion of the above named Subdivision, they shall facilitate the creation of a three (3) person Architectural Control Committee which shall be elected from among the owners of the property within the Subdivision at a general meeting called by Scott J. Bence, or agent. Such general meeting shall be called by the concurrence of three (3) current property owners, and all current property owners shall be notified of the general meeting by first class mail or by registered letter. The newly formed Architectural Control Committee shall serve a two (2) year staggered term (two (2) one (1) year and one (1) two (2) year) with an election of at least one (1) of each Committee

members each year at the annual meeting of the owners Association.

B. Compensation: No person including the original Subdividers shall be entitled to receive any compensation for services performed pursuant to this covenant.

C. Future Subdivision of Lots: There shall be no further division or subdivision of lots, or outlots, on this plat without the approval of the Architectural Control Committee and the Town of Richfield if so regulated by Town ordinance.

D. Conflicts Between Restrictions and Zoning or Building Regulations: In the event of any conflict between these restrictions and the Town's zoning and building regulations, the stricter provisions shall apply.

7. ENFORCEMENT:

Stipulation: If the Association fails to endorse the restrictions associated with Town right-of-way and drainage facilities on Lots 1, 6, 20, and 24, the Town Board, within thirty (30) days notice to the Association, shall have the right to enforce the restrictions, and the cost of such enforcement

will be billed to the Association, and if unpaid shall be added proportionately to the tax bill of each lot in the subdivision.

8. SEVERABILITY OF PROVISIONS

Invalidation of any one of the covenants herein contained shall in no way affect any of the other covenants which shall remain in full force and effect.

9. TERMINATION OF COVENANT

These covenants, conditions, reservations and restrictions shall run with the land and be binding on all persons claiming or owning any interest in said premises for a period of sixty five (65) years from the date these covenants are recorded; provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten (10) year periods, unless on or before the end of such extension periods or base period the owner of the majority of the lots in the subdivision, with the consent of the town with regard to plat easements, and all references to drainage and grades herein, shall by written instrument duly recorded, declare a termination or

amendment of the same. Although these covenant conditions, reservations, and restrictions may expire as herein provided, any and all revisions for breach of these covenants, conditions, reservations or restrictions committed or suffered prior to such expirations shall be absolute.

10. MODIFICATION OF PROVISIONS

Any of the foregoing restrictions, protections, covenants or changes or provisions, except those in #5 and #9 preceding requiring Town consent, may be annulled, waived, changed, modified or amended at any time by written declaration or amendment, executed by the owners of at least 50% of the lot owners. These modifications may be allowed subject to the consent of the original owners so long as they own any of said lots in this Subdivision. The Declaration of Restrictions shall become effective upon recordation thereof.

ARTICLE II

Owners Association

1. An unincorporated association (hereinafter referred to as the "Association") of owners of lots in the Subdivision is hereby created for the purpose of managing, maintaining, and controlling the lands set aside for Subdivision drainage easements, retention areas, signs, and any other common areas and common undertakings.
2. The term "common areas" shall mean Detention areas Lot 1, 6, 20, and 24, sign easements, and drainage easements.
3. The Association shall be governed by a three member committee, herein referred to as the "Association" Committee, which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Jerome A. Bence, Jr. (Developer), and Scott J. Bence. The third member shall be appointed by the Developer once five (5) lots are sold and must be a lot owner.
4. So long as five (5) lots or more of the Subdivision lots are owned by the Developer, all three (3) members of the committee shall be appointed by the Developer. So long as two (2) lots or more but less than five (5) lots of the Subdivision lots are owned by the Developer, two (2)

members of the Committee shall be appointed by the Developer and one member shall be elected as provided herein. At such time that the Developer no longer owns at least two (2) of the lots in the Subdivision, a general meeting of the current owners of property within the Subdivision shall be convened within sixty (60) days for the primary purpose of electing three (3) owners to be the governing Committee of the Association.

5. Each owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Each owner of a lot in Holy Hill Estates shall be a member of the Association and shall be entitled to one vote per lot in the management and operation of the Association. An Owner shall have one (1) vote for each lot owned. If husband and wife disagree, one-half vote each.
6. The term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until December 31, 1996. Thereafter, the term of office of members of the Committee shall be for two (2) calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election (or appointment by the Developer if applicable pursuant to the terms of Paragraphs 4 and 5 above).

7. All meetings of the Committee shall be open to owners and held upon six (6) days prior written or verbal notice to all of the owners. Two (2) members of the Committee shall constitute a quorum. Action of the Committee shall be taken by majority vote.
8. The Committee shall have the following powers and responsibilities:
 - A. Provide for the maintenance, repair and reconstruction of improvements on Detention Area on Lots 1, 6, 20, and 24 and any other lands, open space areas or cul du sac courts which these covenants deemed necessary or desirable. These improvements may consist of signage, fencing, landscaping and "Drainage Easements".
 - B. Establish dates and procedures for the election of members of the Committee.
 - C. Promulgate operating procedures for the conduct of the Association and Committee's affairs.
 - D. The Developer should obtain permission from the Town of Richfield for installation and maintenance of landscaping in the cul du sac island. (Public right-of-way)
 - E. When agreed by a majority of the property owners at a regular meeting, the Committee may

assume the duties and responsibilities of the Architectural Control Committee as established in Article I, Section 6A.

9. The Committee shall have the following duties:
 - A. To cause the Subdivision Areas on Lots 1, 6, 20, and 24 and any other lands, open space areas to be insured, maintained, repaired, landscaped and kept in good, clean, attractive condition.
 - B. To enter into contracts and to employ agents, attorneys or others for purposes of discharging responsibilities hereunder.
 - C. To levy and collect assessments in accordance with the provisions of Paragraph 10 below.
10. The Committee shall levy and collect assessments in accordance with the following:
 - A. Assessments must be approved by a duly convened meeting of the Committee.
 - B. Written notice of an assessment shall be personally delivered to each owner or delivered by certified mail addressed to the last known address of each owner.
 - C. Assessments shall become due and payable thirty (30) days after the mailing or personal delivery of the notice, as the case may be.
 - D. Assessments not paid when due shall bear

interest at the rate of twelve (12) percent per annum until paid, and such unpaid assessment and the interest thereon shall constitute a continuing lien against the lot against which it was assessed until they have paid in full. The assessment and interest thereon shall also be the personal obligation of the owner of the lot against which the assessment was made.

E. The Committee may, by written instrument, record a document with the Register of Deeds in Washington County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due to record a document canceling or releasing such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorneys' fees relating to any such documents shall be borne by the affected owner.

F. Upon application by any owner, any member of the Committee may, without calling a meeting or the Committee provide to such owner a statement in recordable form certifying (1) that the signer is a duly elected member of the Committee and (2) as to the existence of

any unpaid assessments or other amounts due by the owner to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence of the payment of any and all outstanding assessments or other amounts due by the owner to the Association.

11. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by a member or agents or employees of the Committee. The owners shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorneys' fees, in connection with any suit or other action relating to the performance of their duties hereunder.

HOLY HILL ESTATES

Approved by the Town of Richfield:

William R. Neureuther
William R. Neureuther,
Town Chairman

12/28/93
Date

STATE OF WISCONSIN)

) SS.

WASHINGTON COUNTY)

Personally came before me this 28th day of December,
1993, the above named party, William R. Neureuther, to me known as
the Representative of the Town of Richfield.

[Signature]
Notary Public, Wash. Co. of

My Comm. Expires: 11-6-94

EXHIBIT A

HOLY HILL ESTATES, being a subdivision of a part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 16, the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 16, Town 9 North, Range 19 East, in the Town of Richfield, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of Section 16, said point also being the place of beginning of the lands hereinafter described:

Running thence South 00 degrees 12'55" East, along the East line of the said Northwest 1/4 Section, 1057.35 feet to a point; thence North 89 degrees 58'27" East, 330.40 feet to a point; thence North 00 degrees 13'29" West. 1057.63 feet to a point in the North line of the Northeast 1/4 of the said Section 16, thence North 89 degrees 55'32" East along the North line of the Northeast 1/4 of the said Section 16, 990.68 feet to a point; thence South 00 degrees 15'11" East, 2644.28 feet to a point in the South line of the Northeast 1/4 of the said Section 16; thence North 89 degrees 58'38" West along the South line of the Northeast 1/4 Section, 1322.66 feet to a point in the Southeast corner of the Northwest 1/4 Section; thence North 89 degrees 56'44" West along the South line of the said Northwest 1/4 Section, 627.58 feet to a point; thence North 00 degrees 07'29" West, 500.00 feet to a point; thence North 89 degrees 56'44" West, 700.00 feet to a point; thence North 00 degrees 07'29" West, 2143.89 feet to a point in the North line of the said Northwest 1/4 Section; thence South 89 degrees 51'53" East along the North line of the said Northwest 1/4 Section, 1323.42 feet to the point of beginning.

Containing 144.6 acres of land, more or less.

RECORDED

AUG 10 11 45 AM '94

Boyd & Manning
 REGISTER OF DEEDS
 OF WASHINGTON COUNTY WI

AMENDMENT TO
 DECLARATIONS OF RESTRICTIONS
 FOR
 HOLY HILL ESTATES SUBDIVISION ADDITION
 RICHFIELD, WISCONSIN
 DEVELOPER: JEROME A. BENCE, JR.
 AND SCOTT J. BENCE

WHEREAS, the Developer, Jerome A. Bence, Jr. and Scott J. Bence, caused to be recorded the Declaration of Restrictions for the HOLY HILL ESTATES SUBDIVISION.

AND WHEREAS, the Developer desires to amend said Declarations of Restrictions, the original Declaration of Restrictions are hereby amended as follows:

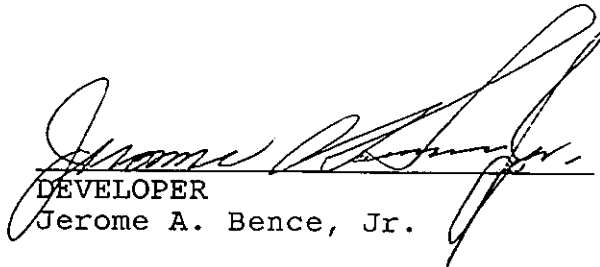
Paragraph 2A should be deleted from the Declaration of Restrictions. This paragraph should replace 2A, as recorded in Vol. 1450 page 78, Doc. # 674494 recorded on 8-10-94.

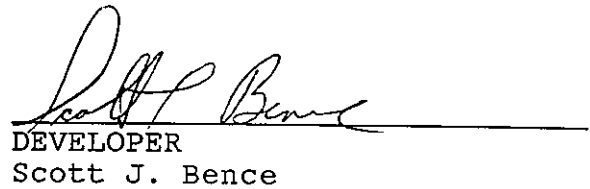
2. BUILDING SPECIFICATION AND REQUIREMENTS:

- A. Size of Dwelling: One story dwellings shall be constructed with a fully enclosed first floor area of not less than 2,000 sq. ft.; Two story dwellings of not less than 2,400 sq. ft. (of which a minimum of 1,200 sq. ft. shall be on the main level) One and one-half story dwellings a square footage of at least 2,400 sq. ft. (1,200 sq. ft. on the main living floor); Bi-level dwellings a square footage of at least 2,400 sq. ft. with a minimum 1,200 sq. ft. on the main level. (These minimum footage requirements are exclusive of carports, garages and open porches).

This AMENDMENT approved by the Developer, who as of this date is legal owner of more than sixty percent (60%) of the lots in the Subdivision.


Dated at Richfield, Wisconsin, this 3rd day of June, 1994,

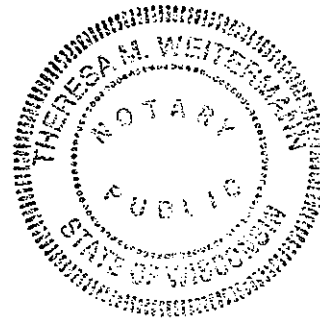

DEVELOPER
Jerome A. Bence, Jr.


DEVELOPER
Scott J. Bence

State of Wisconsin
Washington County

On the above date the foregoing instrument was acknowledged before me by the above named person


Notary Public State of Wisconsin
My commission expires:



6-16-94

This instrument was drafted by:
Jerome A. Bence, Jr.

674496

DECLARATION OF RESTRICTIONS

The undersigned being the owners of the real estate described herein do hereby make this Declaration of Restrictions, intending the same to apply to all of the said real estate.

- 1. The real estate which is subject to this notice is described as follows:

Lots 1, 2 and 3 of CSM No. 4363, as recorded on 8-10-94, 1994 in Volume 29 of Washington County Certified Survey Maps on Pages 28-30 as Document No. 674493, being a redivision of Lot 25 of Holy Hill Estates, being a part of the NW 1/4 of the NE 1/4 of Section 16, T9N, R19E, Town of Richfield, Washington County, Wisconsin, according to the plat thereof filed for record on 1-26-94, in Volume Map 31 of Washington County Plats on Pages 1-3 as Document No. 658621 (the "CSM").

- 2. The CSM is subject to restrictions contained in a document captioned "Holy Hill Estates Declaration of Restrictions" filed for record on 8-10-94 in Volume 1450 of Washington County Records at Pages 78-105 as Document No. 674494.

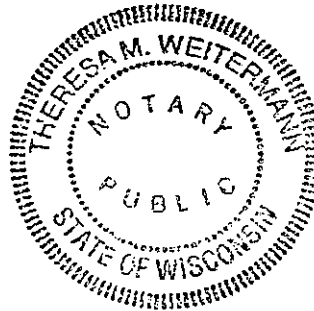
IN WITNESS WHEREOF we have set our hands and seals this 20 day of July, 1994.

Scott J. Bence
Scott J. Bence

Jerome A. Bence, Jr.
Jerome A. Bence, Jr.

Subscribed and sworn to before me this 20 day of July, 1994

Theresa M. Weiter
Notary Public, Washington Co., Wis.
My Commission expires 6-16-96



This document drafted by:

Atty. Joan R. Beck
West Bend, WI 53095
State Bar No. 1001554

RECORDED

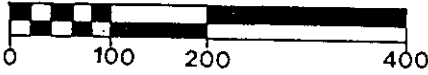
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Register of Deeds
OF WASHINGTON COUNTY WI

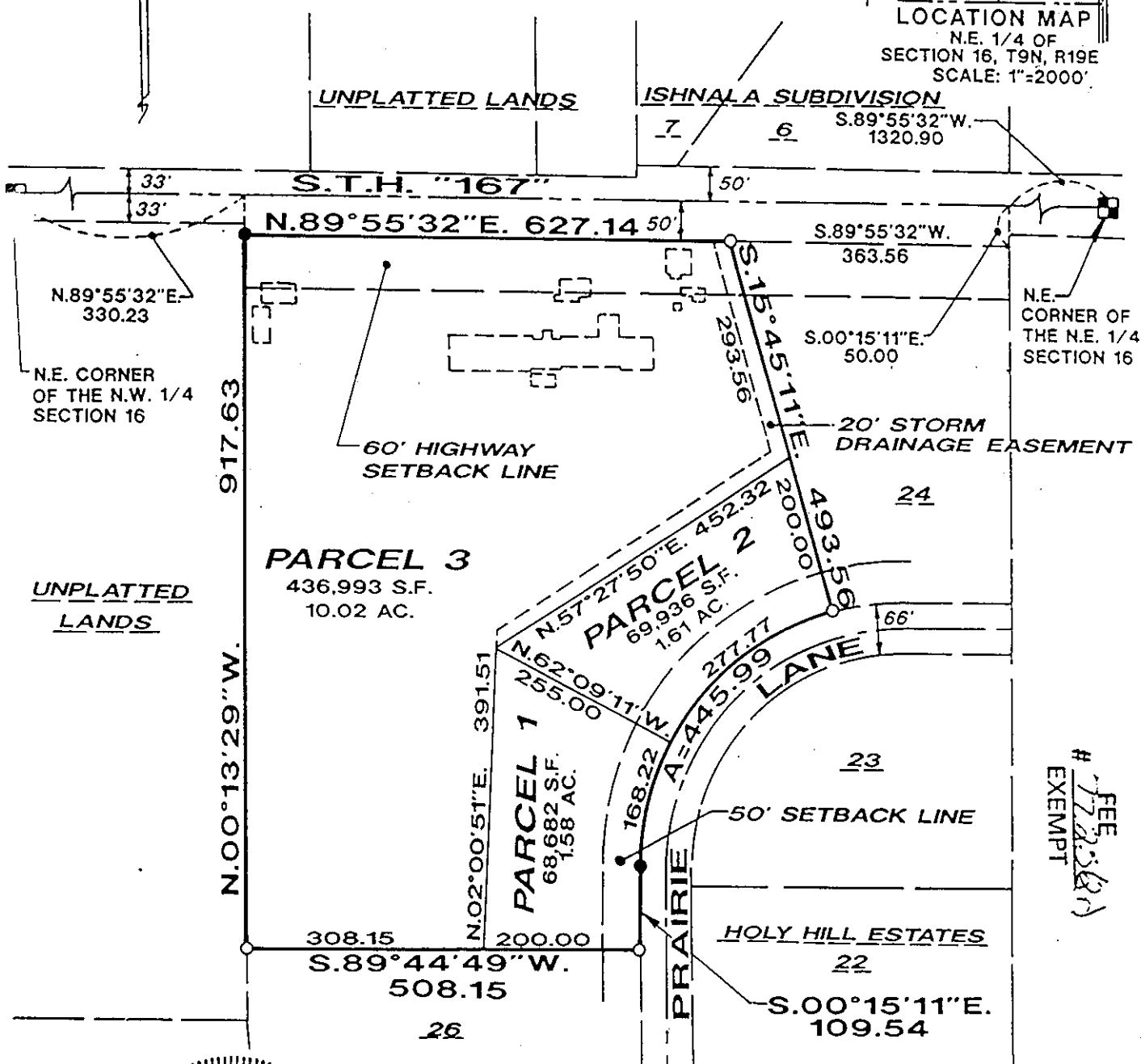
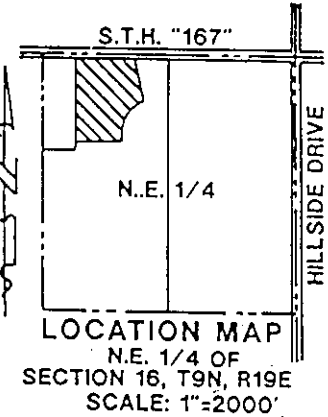
CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 25, HOLY HILL ESTATES, LOCATED IN THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 9 NORTH, RANGE 19 EAST, IN THE TOWN OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN,

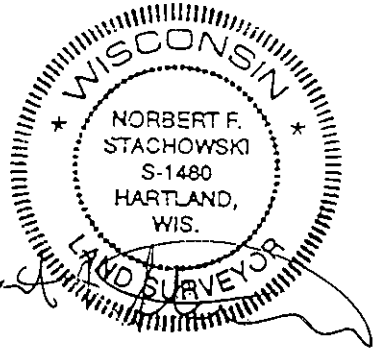
LAND TECH ENGINEERING, INC.
530 HARTBROOK DRIVE HARTLAND, WI 53029
(414)367-7599



SCALE: 1"=200'



FEE EXEMPT
772,567



● Indicates 2"x30" iron pipe weighing 3.65 lbs. per lineal foot. All other lot corners are staked with 1"x24" iron pipe weighing 1.13 lbs. per lineal foot. All lineal measurements have been made to the nearest one-hundredth of a foot. All angular measurements have been made to the nearest second and computed to the nearest one-half second. All bearings are referenced to the Grid North of the Wisconsin State Plane Coordinates System-South Zone, in which the East line of the N.W. 1/4 of Section 16, T9N, R19E, is to be taken to bear North 00°12'55" East.

DATED THIS 20th DAY OF DECEMBER, 1993

674493

Map No. 4363 VOL. 29 Page 28

CERTIFIED SURVEY MAP NO.

Being a redivision of lot 25, Holy Hill Estates, located in that part of the Northwest 1/4 of the Northeast 1/4 of Section 16, Town 9 North, Range 19 East, in the Town of Richfield, Washington County, Wisconsin.

CURVE DATA

	<u>RADIUS</u>	<u>ARC</u>	<u>CHORD</u>	<u>CENTRAL ANGLE</u>	<u>CHORD BEARING</u>
TOTAL	343.00	445.99	415.23	74°30'00"	N.36°59'49"E.
PARCEL 1	343.00	168.22	166.54	28°06'00"	N.13°47'49"E.
PARCEL 2	343.00	277.77	270.24	46°24'00"	N.51°02'49"E.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
WAUKESHA COUNTY)

I, Norbert F. Stachowski, Registered Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of lot 25, Holy Hill Estates, located in that part of the Northwest 1/4 of the Northeast 1/4 of Section 16, Town 9 North, Range 19 East, in the Town of Richfield, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of Section 16, thence South 89°55'32" West along the North line, of the said Northeast 1/4 Section, 1320.90 feet to a point in the Northeast corner of Holy Hill Estates; thence South 00°15'11" East, 50.00 to the South line of S.T.H. "167", thence South 89°55'32" West along the South line of S.T.H. "167", 363.56 feet to the place of beginning of the lands hereinafter described:

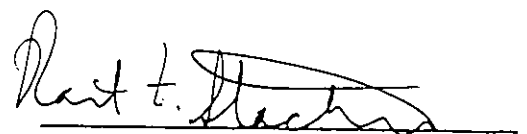
Running thence South 15°45'11" East, 493.56 feet to a point in a curve; thence Southwesterly, 445.99 feet along the arc of said curve, whose radius is 343.00 feet, whose center lies to the Southeast and whose chord bears South 36°59'49" West, 415.23 feet to a point of tangency; thence South 00°15'11" East, 109.54 feet to a point; thence South 89°44'49" West, 508.15 feet to a point; thence North 00°13'29" West, 917.63 feet to a point in the South line of S.T.H. "167"; thence North 89°55'32" East along the South line of S.T.H. "167", 627.14 feet to the point of beginning.

That I have made such a survey, land division and plat under the direction of Jerome A. Bence, Jr., Thomas Wiedmeyer and Patricia Wiedmeyer, owners of said land.

That such a plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Town of Richfield, in surveying, dividing and mapping the same.

Dated this 20th day of December, 1993.



Norbert F. Stachowski
Registered Land Surveyor

674493

Map No. 4363 Vol. 29 Page 29

CERTIFIED SURVEY MAP NO.

Being a redivision of lot 25, Holy Hill Estates, located in that part of the Northwest 1/4 of the Northeast 1/4 of Section 16, Town 9 North, Range 19 East, in the Town of Richfield, Washington County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

As owner, I hereby certify that I have caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. I also certify that this plat is required by S.236.10 of S.236.12 to be submitted to the following for approval or objection:

Witness the hand and seal of said owner this 23rd day of June 1994.

Helen C. Schmaus
Witness

Jerome A. Bence, Jr.

Helen C. Schmaus
Witness

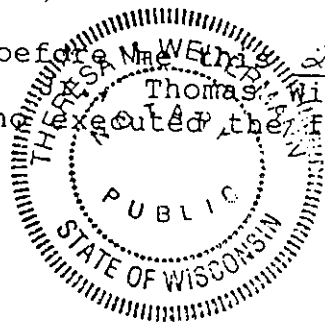
Thomas Wiedmeyer

Helen C. Schmaus
Witness

Patricia Wiedmeyer

STATE OF WISCONSIN)SS
WASHINGTON COUNTY)

Personally came before me, the undersigned, on the 23rd day of June, 1994. Jerome A. Bence, Thomas Wiedmeyer and Patricia Wiedmeyer, to be the persons who executed the foregoing instrument and acknowledged the same.



Theresa M. Wentz
Notary Public, State of Wisconsin
My Commission Expires: 6-16-96

PLANNING COMMISSION APPROVAL

Approved by the Planning Commission of the Town of Richfield, on this 3rd day of March, 1994.

Edward Sturzen
Chairman

John J. J...
Secretary

TOWN BOARD APPROVAL

Approved by the Town Board of the Town of Richfield, on this 10th day of March, 1994.

William R. Neumann
Chairman

Carroll M. C...
Town Clerk

REGISTRY OF DEEDS
AUG 10 11 45 AM '94
RECEIVED

Dated this 20th day of December, 1993.

MAR 18 1996

16

RECORDED

REGISTER OF DEEDS
OF WASHINGTON COUNTY WA
MAR 13 9 00 AM '96
Doody & Associates

AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR
HOLY HILL ESTATES

THIS AMENDMENT, made this 11th day of March, 1996 by JEROME A. BENCE, JR. and SCOTT J. BENCE (hereinafter collectively referred to as "Developer") to the original DECLARATION OF RESTRICTIONS FOR HOLY HILL ESTATES which was recorded on the 10th day of August, 1994 in the Office of the Washington County Register of Deeds in Volume 1450 of Records on Pages 78 through 108, inclusive, as Document No. 674494, and pertaining to that certain real estate described in the Holy Hill Estates Declaration of Restrictions and marked Exhibit A to said original Declaration:

WHEREAS, Developer desires to subject Holy Hill Estates, in general, and Lot 41 thereof, in particular, to the construction, upkeep, maintenance, repair or replacement of a subdivision entrance sign;

NOW, THEREFORE, under and pursuant to Article I, Section 10 of the Holy Hill Estates Declaration of Restrictions, Article II is hereby amended to include the following:

12. Lot 41 shall be subject to an Entrance Sign Easement (hereinafter referred to as "sign easement"), the legal description of which is specifically set forth in Exhibit 1 and is further specifically located as set forth in the Plat of Survey prepared by Land Tech Engineering dated February 13, 1996 and marked Exhibit 2, the terms and provisions of both Exhibits being incorporated herein by reference.

A. The mowing of the sign easement area shall be the responsibility of the owner of Lot 41 and this restriction and liability shall be a covenant which runs with the land.

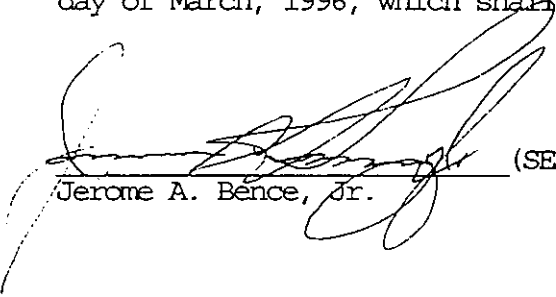
B. All maintenance, upkeep and repairs to the sign or any replacement thereof, shall be the liability and responsibility of the Holy Hill Estates Home Owner's Association as created in Article II of the original Holy Hill Estates Declaration of Restrictions.

C. These covenants shall be enforceable and liberally construed under and pursuant to the general enabling provisions granted to the Holy Hill Estates Home Owner's Association as set forth in Article II of the Holy Hill Estates Declaration of Restrictions.

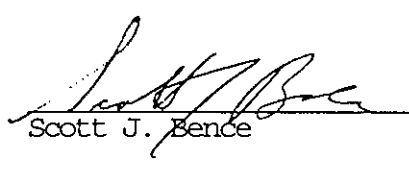
This amendment shall constitute a covenant which runs with the land and shall be enforceable against any Lot Owner or any Lot Owner's successors, grantees or assigns.

1/2/96

IN WITNESS WHEREOF, Developer has caused this Amendment to the HOLY HILL ESTATES DECLARATION OF RESTRICTIONS to be executed and signed this 11th day of March, 1996, which shall be the effective date hereof.

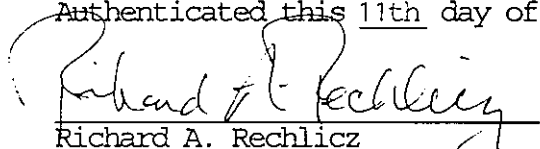


Jerome A. Bence, Jr. (SEAL)



Scott J. Bence (SEAL)

Signatures of Jerome A. Bence, Jr. and Scott J. Bence
Authenticated this 11th day of March, 1996.



Richard A. Rechlicz
Member State Bar of Wisconsin
State Bar No. 1016926

This instrument was drafted by:

LADEWIG AND RECHLICZ
Richard A. Rechlicz, Esq.
State Bar No. 1016926
N88 W15125 Main Street
Menomonee Falls, WI 53051
414-251-2245

Return To:

JB Construction
P.O. BOX 364
Menomonee Falls, WI 53051

712291

LEGAL DESCRIPTION FOR
ENTRANCE SIGN EASEMENT

Being a part of lot 41 of "Holy Hill Estates" part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 16, the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 16, Town 9 North, Range 19 East, in the Town of Richfield, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Northwest corner of said lot 41, said point also being the place of beginning of lands hereinafter described:

Running thence South 89°51'53" East along the North line of said lot 41 100 feet to a point; thence South 55°08'36" West, 122.07 feet to a point in the East line of said lot 41; thence North 00°08'07" East along the West line of said lot 41, 70.00 feet to the place of beginning.

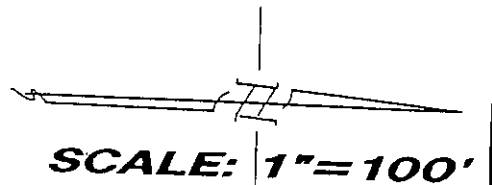
Containing 3,500 square feet, more or less.

EXHIBIT

1

PLAT OF SURVEY

ENTRANCE SIGN EASEMENT



HOLY HILL LANE

A = $N.00^{\circ}08'07"E.$
 89.91 210.00 70'

$S.55^{\circ}08'36"W.$
 122.07

ENTRANCE
SIGN
EASEMENT

VISION
CORNER
EASEMENT

DUE EAST

$S.89^{\circ}51'53"E.$

S.T.H.

UNPLATTED
LANDS

40

41

HIGHWAY SETBACK LINE

776.69

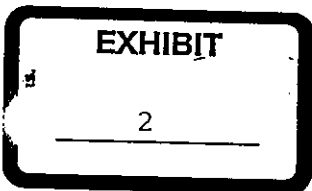
730.72

"167"

N.E. CORNER
OF THE N.W. 1/4
SECTION 16

EAST LINE OF THE
N.W. 1/4 SECTION 16

$S.00^{\circ}12'55"E.$
 298.11



STATE OF WISCONSIN) SS
 COUNTY OF WAUKESHA)

I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE MAP HEREON IS A TRUE REPRESENTATION THEREOF, AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS, AND ROADWAYS, AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNER(S) OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE TITLE THERETO, WITHIN ONE YEAR FROM THE DATE HEREOF.

DATED THIS 13th DAY OF FEBRUARY 1996

LAND SURVEYOR

SURVEY PREPARED FOR:
JB CONSTRUCTION, INC.

LAND TECH ENGINEERING, INC.
 610 Hartbrook Drive Hartland, WI 53029
 (414)367-7599

RECORDED

JUL 8 9 00 AM '96
REGISTER OF DEEDS
OF WASHINGTON COUNTY WA

Handwritten signature

THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR
HOLY HILL ESTATES

THIS AMENDMENT, made this 3rd day of July, 1996 by JEROME A. BENICE, JR. and SCOTT J. BENICE (hereinafter collectively referred to as "Developer") to the original DECLARATION OF RESTRICTIONS FOR HOLY HILL ESTATES which was recorded on the 10th day of August, 1994 in the Office of the Washington County Register of Deeds in Volume 1450 of Records on Pages 78 through 108, inclusive, as Document No. 674494, and pertaining to that certain real estate described in the Holy Hill Estates Declaration of Restrictions and marked Exhibit A attached hereto:

WHEREAS, Developer desires to amend said Declaration of Restrictions:

NOW, THEREFORE, under and pursuant to Article I, Section 10 of the Holy Hill Estates Declaration of Restrictions, Article II is hereby amended to include the following:

Article II, Owners Association, Paragraph No. 10A shall include the following:

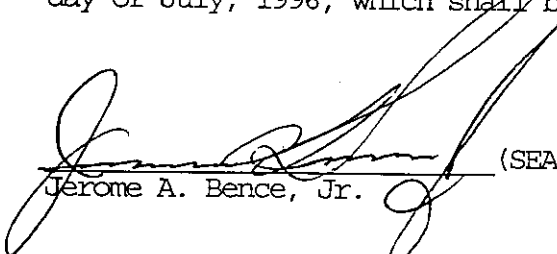
1) Assessments by a Lot Owner become due and payable upon acceptance or delivery of a deed by a Purchaser which conveys any lot in the development. For any partial year, the amount of the annual assessment owed by a Lot Owner shall be based upon said annual assessment divided by 365 and multiplied by the number of days remaining in the year to which said annual assessment applies.

2) The amount of the annual assessment shall be obtained by equal assessments against the Owner of each Lot. Subsequent to the first conveyance of a Lot by the Developer to a Purchaser, Developer shall have the option of either paying annual assessments to the Association for each Lot owned by Developer on the same basis as any other Lot Owner; or paying to the Association the difference between the aggregate amount of the annual assessments assessed against all Lot Owners (including Developer) and the actual annual expenses incurred by the Association; provided, however, that Developer may make payments into the reserve accounts established by the Association for each Lot owned by Developer on the same basis as all other Lot Owners.

This amendment shall constitute a covenant which runs with the land and shall be enforceable against any Lot Owner or any Lot Owner's successors, grantees or assigns.

Handwritten checkmark and signature

IN WITNESS WHEREOF, Developer has caused this Amendment to the HOLY HILL ESTATES DECLARATION OF RESTRICTIONS to be executed and signed this 3rd day of July, 1996, which shall be the effective date hereof.

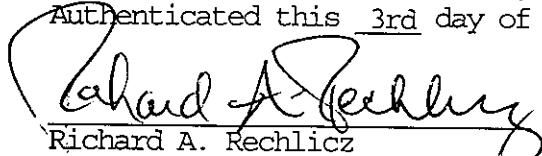


Jerome A. Bence, Jr. (SEAL)



Scott J. Bence (SEAL)

Signatures of Jerome A. Bence, Jr. and Scott J. Bence
Authenticated this 3rd day of July, 1996.



Richard A. Rechlicz
Member State Bar of Wisconsin
State Bar No. 1016926

This instrument was drafted by:

LADEWIG AND RECHLICZ
Richard A. Rechlicz, Esq.
State Bar No. 1016926
N88 W15125 Main Street
Menomonee Falls, WI 53051
414-251-2245

RETURN TO:

JBK Construction
P.O. Box 364
Menomonee Falls, WI 53051

EXHIBIT A

HOLY HILL ESTATES, being a subdivision of a part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 16, the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 16, Town 9 North, Range 19 East, in the Town of Richfield, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of Section 16, said point also being the place of beginning of the lands hereinafter described:

Running thence South 00 degrees 12'55" East, along the East line of the said Northwest 1/4 Section, 1057.35 feet to a point; thence North 89 degrees 58'27" East, 330.40 feet to a point; thence North 00 degrees 13'29" West. 1057.63 feet to a point in the North line of the Northeast 1/4 of the said Section 16, thence North 89 degrees 55'32" East along the North line of the Northeast 1/4 of the said Section 16, 990.68 feet to a point; thence South 00 degrees 15'11" East, 2644.28 feet to a point in the South line of the Northeast 1/4 of the said Section 16; thence North 89 degrees 58'38" West along the South line of the Northeast 1/4 Section, 1322.66 feet to a point in the Southeast corner of the Northwest 1/4 Section; thence North 89 degrees 56'44" West along the South line of the said Northwest 1/4 Section, 627.58 feet to a point; thence North 00 degrees 07'29" West, 500.00 feet to a point; thence North 89 degrees 56'44" West, 700.00 feet to a point; thence North 00 degrees 07'29" West, 2143.89 feet to a point in the North line of the said Northwest 1/4 Section; thence South 89 degrees 51'53" East along the North line of the said Northwest 1/4 Section, 1323.42 feet to the point of beginning.

Containing 144.6 acres of land, more or less.