



Southwest Quarter (SW 1/4) 602.97 feet; thence South 1 degree 23' 14" East 587.463 feet; thence South 89 degrees 43' 40" West 680.23 feet; thence North 0 degrees 28' 27" West 6.534 feet; thence northerly 210.613 feet along the arc of a curve of radius 968.504 feet, center lies to the east, chord bears North 5 degrees 44' 58.5" East 210.200 feet; thence North 11 degrees 58' 46" East 206.400 feet; thence North 0 degrees 16' 20" West 170.080 feet to the place of beginning. Containing 8.60015 acres of land.

PARCEL 2: (West Side of Five Fields Road)

~~All that part of the Southwest Quarter (SW 1/4) of Section 11, Town 7 North, Range 19 East, Town of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Southwest Quarter (SW 1/4) of Section 11; thence North 89 degrees 43' 40" East along the north line of said Southwest Quarter (SW 1/4) 350.00 feet; thence South 0 degrees 27' 45" East 33.00 feet to the place of beginning of the lands herein to be described: thence North 89 degrees 43' 40" East along the south line of Capitol Drive (S.T.H. 190) 33.00 feet south of and parallel to the north line of said Southwest Quarter (SW 1/4) 906.99 feet; thence South 0 degrees 16' 20" East 347.84 feet; thence South 11 degrees 58' 46" West 11.46 feet; thence southerly 223.447 feet along the arc of a curve of radius 1028.504 feet, center lies to the east, chord bears South 5 degrees 45' 20" West 223.008 feet; thence South 89 degrees 43' 40" West 879.21 feet; thence North 0 degrees 27' 45" West 580.82 feet to the place of beginning. Containing 11.9876 acres of land.~~

Developer, intending to establish a general plan for the use, occupancy and enjoyment of Five Fields and the Multifamily Areas, does hereby declare that, for the mutual benefit of present and future owners, Five Fields and the Multifamily Areas shall be subject to the following restrictions;

A. BUILDING RESTRICTIONS (Five Fields Single Family Lots)

1. All single family lots in Five Fields are restricted to the erection of a one story, story and one-half, two story or split level one family residence building and attached garage.

2. The minimum size of a one story home shall be 1700 square feet on the first floor.
3. A story and one-half home shall have a minimum of 1200 square feet on the first floor.
4. A two story home shall have a minimum of 1100 square feet on both the first and second floors.
5. A split level or bi-level home shall have a minimum of 1400 square feet on the upper two levels.
6. The garage must be attached to the home directly or by breezeway, or built in the basement of the home and must be constructed with the home. The maximum size of a garage shall be 900 square feet.
7. The exterior walls of the home and attached garage must be constructed of brick, stone, wood or other natural materials.
8. The house and attached garage must be completed within one year from the start of construction.
9. Only one residence may be erected on a lot.
10. The minimum setback from any abutting street right-of-way is 50 feet. Side yard and rear yard setbacks shall conform to the Town of Pewaukee (hereinafter referred to as the "Town") ordinances.
11. There shall be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unsightly by the Developer.

12. All building plans and the exterior design of each dwelling unit to be constructed in Five Fields must be approved by Developer in writing prior to application for a building permit. In addition, basic site features such as fences, garden structures, satellite dishes, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect within Five Fields are subject to the prior written approval of Developer.

13. In lieu of public street lights, there shall be installed in a location designated by the Town's Building Inspector at the time of construction of a residence building on a lot, one outdoor electric lamppost with photoelectric controls. The design of the lamppost shall be subject to the approval of the Developer. The lamppost shall be maintained by the lot owner in a proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by the Five Fields Home Owner's Association, created pursuant to Section C, below, and the cost of such maintenance shall be an assessment against the lot owner, payable within ten (10) days after the date of the assessment.

B. Building Restrictions (Multifamily Areas)

1. The Multifamily Areas shall be restricted to the erection of apartments, townhouses or condominiums which comply with the provisions of the Town ordinances relating to the RM3-PUD district and such other conditions as may be established by the Town.

2. The minimum size of the multifamily units shall conform to the Town's ordinances.

3. The minimum front yard, side yard and rear yard building setbacks shall conform to the Town's ordinances.

4. There shall be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unsightly by the Developer.

5. All building plans and the exterior design of each structure to be constructed in the Multifamily Areas must be approved by Developer prior to application for a building permit. In addition, basic site features such as landscaping, lighting, fences, garden structures, satellite dishes, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect within the Multifamily Areas are subject to the prior written approval of Developer.

6. In lieu of public street lights there shall be installed in locations designated by the Town's Building Inspector at the time of construction of a multifamily structure, outdoor electric lampposts with photoelectric controls. The design of the lampposts shall be subject to the approval of the Developer. The lampposts so installed shall be maintained by the multifamily project's owner or, if applicable, condominium association, in a proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by the Five Fields Home Owner's

Association, created pursuant to Section C, below, and the cost of such maintenance shall be an assessment against the multifamily project owner or condominium association, as the case may be, payable within ten (10) days after the date of the assessment.

C. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the owners of lands in Five Fields and the Multifamily Areas (herein referred to individually as "Owner" and collectively as "Owners") is hereby created for purposes of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "Five Fields Homeowners Association."

2. The term "Common Area" shall include the following areas which are generally identified on the attached Exhibit A, plus any additional common areas which may be added in accordance with Section D, below.

(a) Outlots 1 and 4 in Five Fields.

(b) The area of easements granted to the Association by Developer over portions of lots 1, 58, 61 and 62 in Five Fields for purposes of installing entryway monuments and landscaping.

(c) The area of easements granted to the Association by Developer over portions of the Multifamily Areas adjacent to

Capitol Drive and Five Fields Road for the purpose of installing an entryway monument, fencing and landscaping.

(d) The grass area and any fencing and landscaping contained within the public rights-of-way of Capitol Drive, Pewaukee Road and Green Road.

(e) All landscaped courts and boulevards contained within the dedicated streets in Five Fields and the Multifamily Areas.

3. If any land in the Multifamily Areas is subject to a declaration of condominium, the interest of an owner of a unit in such condominium shall be pooled with the interests of the owners of all other units in such condominium for purposes of this Section C. As a result, all such interests shall be voted by the condominium association and the condominium association shall be deemed to be the Owner for purposes of this Section C.

4. The Association shall be governed by a three-member Committee, hereinafter referred to as the "Committee," which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Ronald P. Siepmann, James P. Siepmann and William W. Carity.

5. To qualify as a member of the Committee, a person must be either an Owner or a duly designated officer or representative of an Owner.

6. So long as fifty percent (50%) or more of the single family lots in Five Fields are owned by Developer, all three (3) members of the Committee shall be appointed by Developer. So long as twenty percent (20%) or more but less than fifty percent (50%) of the single family lots in Five Fields are owned by Developer, two (2) members of the Committee shall be appointed by Developer and one (1) member shall be elected as provided herein. So long as five percent (5%) or more but less than twenty percent (20%) of the single family lots in Five Fields are owned by Developer, one (1) member of the Committee shall be appointed by Developer and two (2) members shall be elected as provided herein. If less than five percent (5%) of the single family lots in Five Fields are owned by Developer, all of the members of the Committee shall be elected as provided herein. The provisions of this paragraph shall also apply to any future stages of development in accordance with Section D, below.

7. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners of single family lots shall have one (1) vote for each lot owned. Owners of duplex lots, if any, shall have one vote for each duplex lot. Owners of any buildings in the Multifamily Areas shall have one-quarter (1/4) vote for each dwelling unit located in such buildings which is completed and ready for occupancy (herein referred to as a "Dwelling Unit").



8. The term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until December 31, 1989. 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 Developer, if applicable, pursuant to the terms of Paragraph C 6, above).

9. All meetings of the Committee shall be open to Owners and held upon not less than three (3) days prior written notice to all of the Owners. Two (2) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

10. The Committee shall have the following duties:

(a) Provide for the maintenance of improvements in the Common Area which it may deem necessary or desirable. Such improvements consist of entryway monuments, fencing, landscaping and such other improvements as may be approved by the Committee.

(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) Enforcement of the provisions of this Section C.

11. The Committee shall have the following powers:

(a) Cause the Common Area to be maintained, repaired, landscaped and kept in good, clean and attractive condition.

(b) Enter into contracts and to employ agents, attorneys or other for purposes of discharging and its duties and responsibilities hereunder.

(c) Levy and collect assessments in accordance with the provisions of Paragraph 12, below.

12. The Committee shall levy and collect assessments in accordance with the following:

(a) The Owner of each single family lot, duplex lot, if any, and Dwelling Unit, if any, shall be subject to a general annual charge or assessment for the purpose of defraying the costs of maintaining and administering the Common Area. Such annual assessment shall be a prorara share (one [1] share per lot for single family and duplex lots, and one-quarter [1/4] share per Dwelling Unit) of the costs incurred or anticipated to be incurred by the Association in performing its duties. Said costs shall include, but not be limited to, payment of taxes, insurance, repair, replacement and additions to the improvements made to the Common Area, the cost of labor, equipment, materials, management and supervision thereof, and all costs of the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section C.

(b) Assessments must be approved at a duly convened meeting of the Committee.

(c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by certified mail addressed to the last known address of such Owner.

(d) Assessments shall become due and payable thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

(e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid, and such unpaid assessment and the interest thereon shall constitute a continuing lien against the real estate against which it was assessed until they have been paid in full. The assessment and interest thereon shall also be the personal obligation of the Owner of the real estate against which the assessment was made.

(f) The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.

(g) Upon application by any Owner, any member of the Committee may, without calling a meeting of 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 to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

(h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

13. 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 the member or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

14. Failure of the Association or the Committee to enforce any provisions contained in this Section C, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

15. If the Committee shall fail to discharge its duties under this Section C within sixty (60) days of written demand by the Town, the Town may discharge the duties of the Committee. The costs of the Town incurred in connection therewith shall be charged to the Owners of the properties affected by such actions of the Town by adding to each Owner's real estate tax statement incurred a charge equal to such Owner's pro rata share (the same as such Owner's share of annual assessments as provided in subparagraph C12(a), above) of such costs.

D. FUTURE STAGES OF DEVELOPMENT OF FIVE FIELDS

The Developer, its successors and assigns shall have the right to bring within this Declaration future stages of the development of Five Fields, provided such future stages are contained within the exterior dimensions of the preliminary plats of Five Fields and Five Fields South or are adjacent thereto. The future stages added to this Declaration authorized under this sub-section shall be added by recording a Supplemental Declaration of Covenants and Restrictions with respect to the future stages which shall extend the provisions of this Declaration to such future stages. Except with respect to increasing the number of Owners, such supplementary declaration shall not revoke, modify or add to the covenants established by this Declaration affecting Five Fields.

E. AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the Town, (ii) Waukesha County, and (iii) the Developer so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

F. DURATION OF RESTRICTIONS

These restrictions shall be in force for a period of thirty-five (35) years from the date hereof and shall be deemed to run with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner and, to the extent permitted by Paragraph C 14, above, the Town.



STATE OF WISCONSIN )  
COUNTY OF Waukesha ) ss.

REEL U993 IMAGE 0306

Personally came before me this 25<sup>th</sup> day of April,  
1988, the above-named Burt Redford and Janice Salomon  
to me known to be the Chairman and Clerk,  
respectively, of the Town of Pewaukee and to me known to be the  
persons who executed the foregoing instrument and acknowledged the  
same.

Carol L. Gaul  
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Carol L. Gaul

Notary Public Waukesha  
County, WI

My Commission: 7-23-89

CONSENT OF MORTGAGEE

M&I Northern Bank as mortgagee of any present or future  
mortgage on the lands subject to the foregoing Declaration of  
Restrictions, hereby consents to and agrees that its mortgages shall  
be subject to the foregoing Declaration of Restrictions.

M&I NORTHERN BANK

By: James Saxton  
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James Saxton

Attest: R. Krauthoefner  
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R. Krauthoefner



STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF Waukesha )

Personally came before me this 28 day of April,  
1988, the above-named James Saxton and R. Krauthoefer,  
to me known to be the Asst. Vice Pres. Vice President  
James Saxton and R. Krauthoefer, respectively  
of M&I Northern Bank and to me known to be the persons who executed  
the foregoing instrument and acknowledged the same.

*J. J. Shure*  
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Notary Public Waukesha  
County, WI

My Commission: 3/25/90

This instrument was drafted by:

George F. Roth  
Godfrey & Kahn, S.C.  
780 North Water Street  
Milwaukee, WI 53202

*W. J. TIC*