

check # 1188

19-SE-007156

State of Wisconsin  
Department of Natural Resources  
PO Box 7921, Madison WI 53707-7921  
dnr.wi.gov

### Fish Farm Application For Use of Natural Body of Water

Form 3600-227 (R 3/13)

Page 1 of 2

**Notice:** Use of this form is required by the Department for any application filed pursuant to ss. 29.733, Wis. Stats., and ss. NR 19.90-95, Wis. Adm. Code. The department will not consider your application unless you provide all information requested and submit the fee(s) indicated for the permit(s) selected. A social security number or federal employer identification number is **REQUIRED** when applying for a license listed in ss. 29.024(2g) or 29.024(2r), Wis. Stats. The number **SHALL NOT** be disclosed to any other person except the Department of Workforce Development or the Department of Revenue to determine liability for delinquent Wisconsin taxes or child or family support. Other personally identifiable information requested on this form will be used for program administration and may be provided to requesters as required by Wisconsin's Open Records law [ss. 19.31-19.39, Wis. Stats.].

Mail this form with its attachments and required fee to WDNR -Natural Waterbody Permits FH/4, PO Box 7921 Madison, WI 53707-7921.

#### Applicant Information

Applicant Name: First MI Last <b>JOHN V. WENYUM</b>				Co-Applicant Name: First MI Last <b>(Filed Under Hunters Hill Homeowners Assoc.)</b>			
Address <b>427 HUNTERS HILL TRAIL</b>				Address			
City <b>COLGATE</b>	State <b>WI</b>	ZIP Code <b>53017</b>		City	State	ZIP Code	
Phone Number <b>262-623-6170</b>	Social Security No. / Fed. Employer ID No.			Phone Number	Social Security No. / Fed. Employer ID No.		

#### Project Information

Business Name (if any) <b>HUNTERS HILL HOMEOWNERS ASSN</b>				Waterway Name <b>LAKE EMORY</b>					
Address <b>(USE ABOVE MAILING ADDRESS)</b>				Water Source (identify as gallons per minute, gpm)					
<input type="radio"/> City <input type="radio"/> Town <input checked="" type="radio"/> Village of <b>RICHFIELD</b>				Spring	Well	Stream	City Water	Other	Specify Other
County <b>WASHINGTON</b>				Fire Number (if applicable)		Is there a discharge to a water of the state? <input type="radio"/> Yes <input checked="" type="radio"/> No			
1/4 1/4 <b>NW NE</b>	Section <b>36</b>	Township <b>9 N</b>	Range <b>19 E</b>	If Yes, Indicate: <input type="checkbox"/> Waterway <input type="checkbox"/> Wetland		Discharge (gpm)			

#### Project Description

A "natural body of water" is defined in Wisconsin law as any spring, stream, pond, lake or wetland that was historically present in a natural state but may have been physically altered over time. A "freeze-out pond" is defined in Wisconsin law as a natural, self-contained body of water in which freezing or anoxic conditions prevent the body of water from naturally sustaining a fish population at least twice every 5 years.

Operating a fish farm in a Natural Body of Water requires a permit under NR 19, Wis. Adm. Code. I am applying for:

- NR 19 Permit Renewal** - for continued use of a natural waterbody that was previously permitted as a preexisting fish rearing facility or a freeze-out pond.
- Initial NR 19 Permit** - for new use of a natural waterbody for fish farming (note, the waterbody must be a freeze-out pond).
- Transfer of NR 19 Permit** - to convey an existing NR 19 permit from one party to another, as a result of change in ownership or leasehold interest of a fish farm.

Number and dimension of ponds, raceways or tanks. Describe here and attach a diagram (Attachment # 4)

**Business Purpose:** Activities engaged in. (select all that apply)

- Distributor
- Processor, On-Site
- Public Fee Fishing
- Hatchery
- Grower
- Raising Fish For Stocking
- Raising Bait For Sale
- Private, Personal Fishing
- Raising Fish to Directly Market for Human Consumption
- Other - Specify:

1. What type of pesticides do you currently use or plan to use?

**NONE**

2. Is your fish farm equipped with barriers that prevent the passage of fish between it and other water of the state?  Yes  No

3. If you are applying for an NR 19 Permit Renewal, have you made any facility changes - expansion, additional ponds, different species reared, etc. - over the last ten years?

Yes  No If yes, describe:

WENGM

Applicant Last Name

# Fish Farm Application For Use of Natural Body of Water

Form 3600-227 (R 3/13)

Page 2 of 2

## Species Information

Complete the following information regarding your operation: List the quantity of each size of the species of fish you possess or plan to raise on an annual basis in each pond, raceway, natural body of water, freeze-out pond, self-contained body of water or preexisting fish rearing facility.

Fish	Eggs	Fry	Fingerling	Yearling	Adult	Fish	Eggs	Fry	Fingerling	Yearling	Adult
Bass Largemouth					✓	Bluegill					✓
Bass Smallmouth						Crappie					
Bullhead						Perch					✓
Muskellunge						Pumpkinseed					✓
Northern Pike						Sunfish					
Walleye						Tilapia					
Chubs						Brook Trout					
Minnows					✓	Brown Trout					
Shiners						Lake Trout					
Suckers						Rainbow Trout					
Atlantic Salmon						Other (List):					
Chinook Salmon											

*THE FISH ARE OF VARIOUS SIZES; WE RESTOCK AS NEEDED. WE ADD FAT HEAD MINNOWS YEARLY TO KEEP THE POND CLEAN.*

## Attachments (Provide all of the following)

1. Location sketch or map showing route to the project site, indicating nearest main road and crossroad, north arrow and scale.
2. Photocopy of deed, lease, land contract or other documentation showing that the land that is riparian to the body of water is owned, leased, or controlled by the permit applicant.
3. Photocopy of plat book showing property owners; photocopy of any easements for all properties surrounding the waterbody; and other documentation to show that none of the owners of the fish farm or riparian lands provide public access to the body of water by means of an easement or right-of-way or by means of a business open to the public. Note: the owners of the fish farm may allow fishing by the public for a fee.
4. Diagram showing number and dimensions of all ponds, raceways, tanks or other waterbodies to be used for fish farming.
5. For an Initial NR 19 Permit – Documentation to show the natural waterbody is a "freeze-out pond", meaning it is self-contained and has freezing or anoxic conditions that prevent a naturally-sustaining fish population at least twice every five years.
6. For a Transfer of NR 19 Permit – Photocopy of the previous owner's NR 19 permit, and documentation to show change of ownership.
7. Photocopy of any other permits or authorizations required by Ch. 30 or 31, Wis. Stats., the Army Corps of Engineers and any other federal, state or local laws and zoning ordinances for construction or operation of the fish farm. (Note: Permits issued under Ch. 30.19, 30.195 or 31.04 may mean your waterbody is exempt from a permit requirement.)
8. Photocopy of Department of Agriculture, Trade and Consumer Protection (DATCP) Fish Farm Registration from current or previous year.

Note: If conditions 2, 3, and 7 are met, then the DNR may find that your fish farm is exempt from a Natural Waterbody permit requirement. If so, the DNR will return your application and notify you of this finding.

## Type of Permit and Fees

- Transfer of NR 19 Permit - \$100 fee
- Initial NR 19 Permit - \$ 500 fee
- NR 19 Permit Renewal- \$50 fee.

Make check or money order payable to the Department of Natural Resources (DNR)

Total Fees Enclosed: 50.00

## Application Certification

Signature of Authorized Representative

Date Signed May 17, 2013

Leave Blank – DNR Use Only

Received By	Date Received	DNR Docket Number	Application Date
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## Natural Water Body Permit for Fish Farm

- Location map, including cross streets, showing location of your project
  - Hunters Hill Survey Map (Schedule A, pages 1 & 2 shows cross streets of Willow Creek Road and Hunters' Hill Trail.)
  - Schedule "B" combines the Platt map of Schedule A, pages 1 & 2, which is cut and taped together to show entire subdivision and outlot property with the pond on one map; the pond is filled in with blue lines.
- Copy of Deed, Lease, Land Contract showing that you own or control all the land around the waterbody;
  - Schedule C
    - This is a copy of John Wenum's and Sherry Ness-Wenum's deed for lot number 6, which you will see highlighted on Schedule B.
    - Note: On this deed that it shows that Lot #6 has a 1/43 ownership in the outlot area that contains the pond.
    - Each Lot Owner's Deed shows the same 1/43 ownership clause.
    - I, John Wenum, am the Treasurer of the Subdivision and have done all the licensing for the pond on behalf of the subdivision. Everything is under my name as I was directed to do by the people in the Department of Agriculture where I annually file for the fish hatchery license. As, my Fish Farm Registration indicates, we are doing business as "Hunters Hills Homeowners Assn."
  - Schedule D
    - This is a copy of "Declaration of Restrictions and Covenants for Hunters' Hills," is also included. Article IV – Outlot 1, 4.01 Ownership, Page 11 of this schedule shows that all the Lot Owners have a 1/43 share of the Outlot Properties.

- Copy of Platt Book and of any easements showing any public access
  - **“Schedule B” shows the easements of Hunters’ Hills; the easements are highlighted with a green marker. Also, the Covenants (Schedule D) Article IV – Outlot 1, 5.03 Pedestrian Easements, page 15, describes the use of the easements, and that they are for Lot owners and their families only.**
- Diagram of fish farm waterbody(s) showing dimensions of pond(s), raceways or tanks; and
  - **Schedule E is a blown up portion of the Platt map to show the size of the pond. The “Pond” is approximately 1050 feet long varies from 150 feet to 500 feet, which covers approximately 5 acres.**
- Copy of any DNR permit or approval for pond construction.
  - **This pond was not constructed. It was an existing pond. No permit on record**
- For a new Initial NR 19 Permit – Documentation to show the natural waterbody is a “freeze-out pond.”
  - **This is a renewal for an existing Pond, not a new application.**
- For a Transfer of NR 19 Permit – Photocopy of the previous owner’s NR 19 permit, and documentation to show change of ownership
  - **This is not a Transfer, it is a renewal**
- Photocopy of DATCP Fish Farm Registration from current or previous year
  - Fish Farm Registration is attached and labeled Schedule “F”.





(SCHEDULE C)

State Bar of Wisconsin Form 1-2003  
WARRANTY DEED

DOC# 1202248  
[Barcode]

Document Number

Document Name

Recorded  
Oct. 03, 2008 AT 09:30AM  
SHARON A MARTIN, REGISTER OF DEEDS  
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$11.00  
Fee Exempt 77.25-(16)

THIS DEED, made between JOHN V. WENUM and SHERRY L. NESS-WENUM, husband and wife

("Grantor," whether one or more), and JOHN V. WENUM and SHERRY L. NESS-WENUM, Trustees or Successor Trustee(s) of the WENUM LIVING TRUST, dated October 2, 2008

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee as marital property the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Washington County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

**Lot 6 in HUNTERS' HILLS, being a Subdivision of a part of the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 and a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4, all in Section 36, Township 9 North, Range 19 East, in the Town of Richfield, Washington County, Wisconsin.**

**Together with a 1/43rd interest in Out Lot (1) in Hunters' Hills, being a subdivision of a part of the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 and a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4, all in Section 36, Township 9 North, Range 19 East, in the Town of Richfield, Washington County, Wisconsin.**

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and will warrant and defend the same.

Recording Area

Name and Return Address  
**Attorney Terry L. Campbell**  
Moertl, Wilkins & Campbell, S.C.  
Suite 1017, 330 East Kilbourn Avenue  
Milwaukee, Wisconsin 53202

T10 1383 005

Parcel Identification Number (PIN)

This is homestead property.  
(is) (is-not)

FEE  
#77.25 (16)  
EXEMPT

Date: October 2, 2008

*[Handwritten Signature]*

\* JOHN V. WENUM

(SEAL) Sherry L. Ness-Wenum (SEAL)  
\* SHERRY L. NESS-WENUM

(SEAL) \_\_\_\_\_ (SEAL)  
\* \_\_\_\_\_

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN )

) ss.  
MILWAUKEE COUNTY )

Personally came before me on October 2, 2008,  
the above-named JOHN V. WENUM and SHERRY L. NESS-WENUM

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Terry L Campbell  
\* Terry L Campbell

Notary Public, State of Wisconsin

My commission (is permanent) (xxxxxx: \_\_\_\_\_)

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06 )

THIS INSTRUMENT DRAFTED BY:  
ATTORNEY TERRY L. CAMPBELL

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

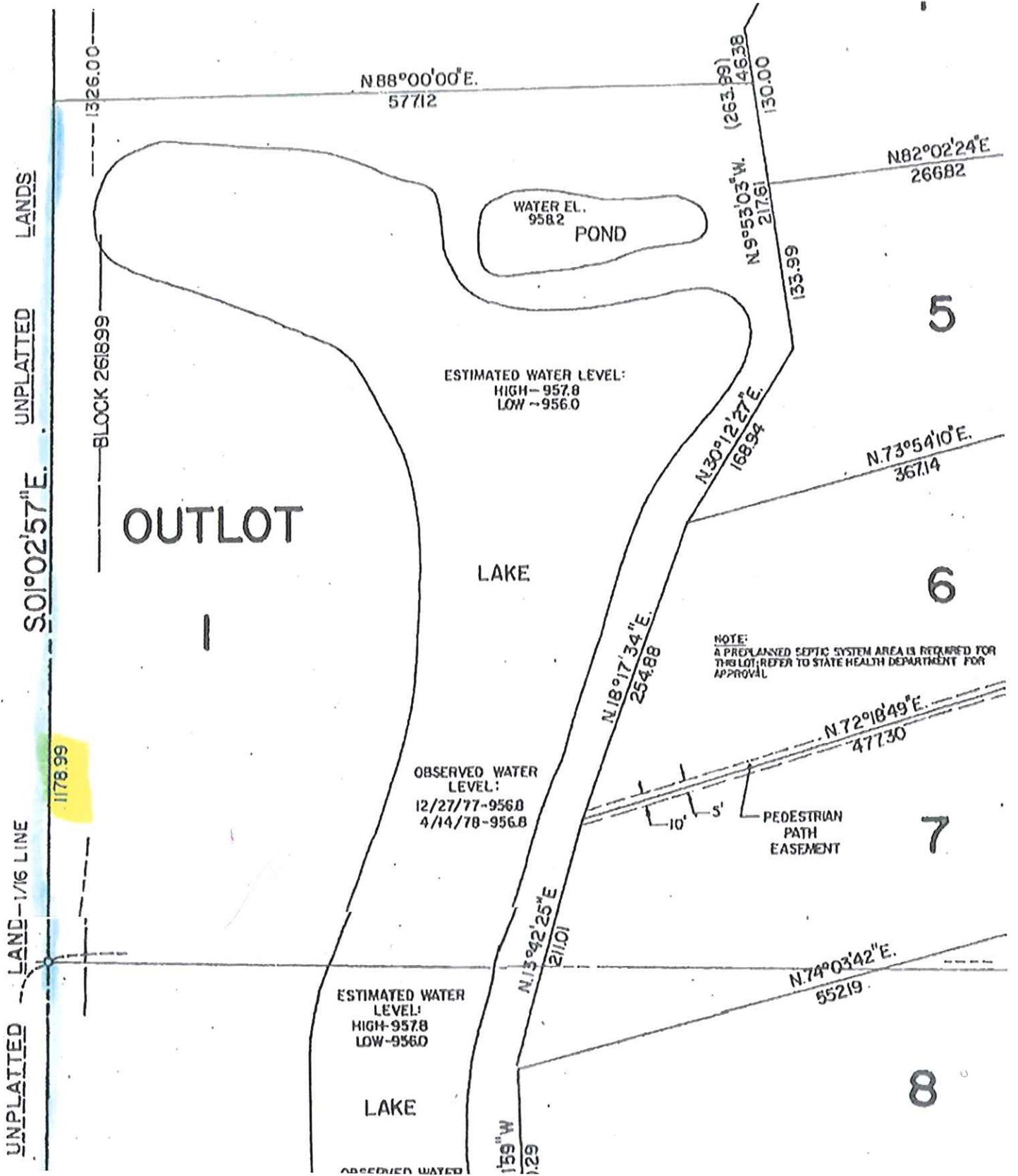
©2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

\*Type name below signatures.

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SCHEDULE "E"





Wisconsin Department of Agriculture, Trade and Consumer Protection

2811 Agriculture Drive, PO Box 8911, Madison, WI 53708-8911

Effective Date: April 01, 2013  
Expires: March 31, 2014  
Statute: 95.60

Registration Number: 113478-AQ

SCHEDULE "F"

# Fish Farm Registration

Legal Name:

**John V Wenum**

Business Location:

427 Hunters Hill Trail Colgate WI 53017

Doing Business As:

Hunters Hills Homeowners Assn

Livestock Premises Code(s): 0072J5F

Type 1 Fish Farm

This is your license/permit/certification/registration document. Post or carry as required by law. Non-transferrable - subject to revocation or suspension as provided by law.

DMS-BIT-06B (03/19/10)

Remove this card and carry as identification.

bits-16.qxd (rev.03/12)

JOHN V WENUM  
427 HUNTERS HILL TRAIL  
COLGATE WI 53017



Wisconsin Department of  
Agriculture, Trade and Consumer Protection

## Fish Farm Registration Type 1 Fish Farm

**John V Wenum**

Registration Number:

Expiration Date:

113478-AQ

March 31, 2014

427 Hunters Hill Trail Colgate WI 53017

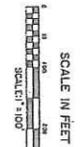
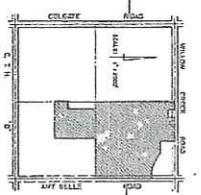
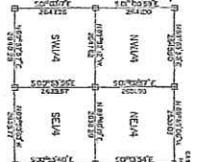
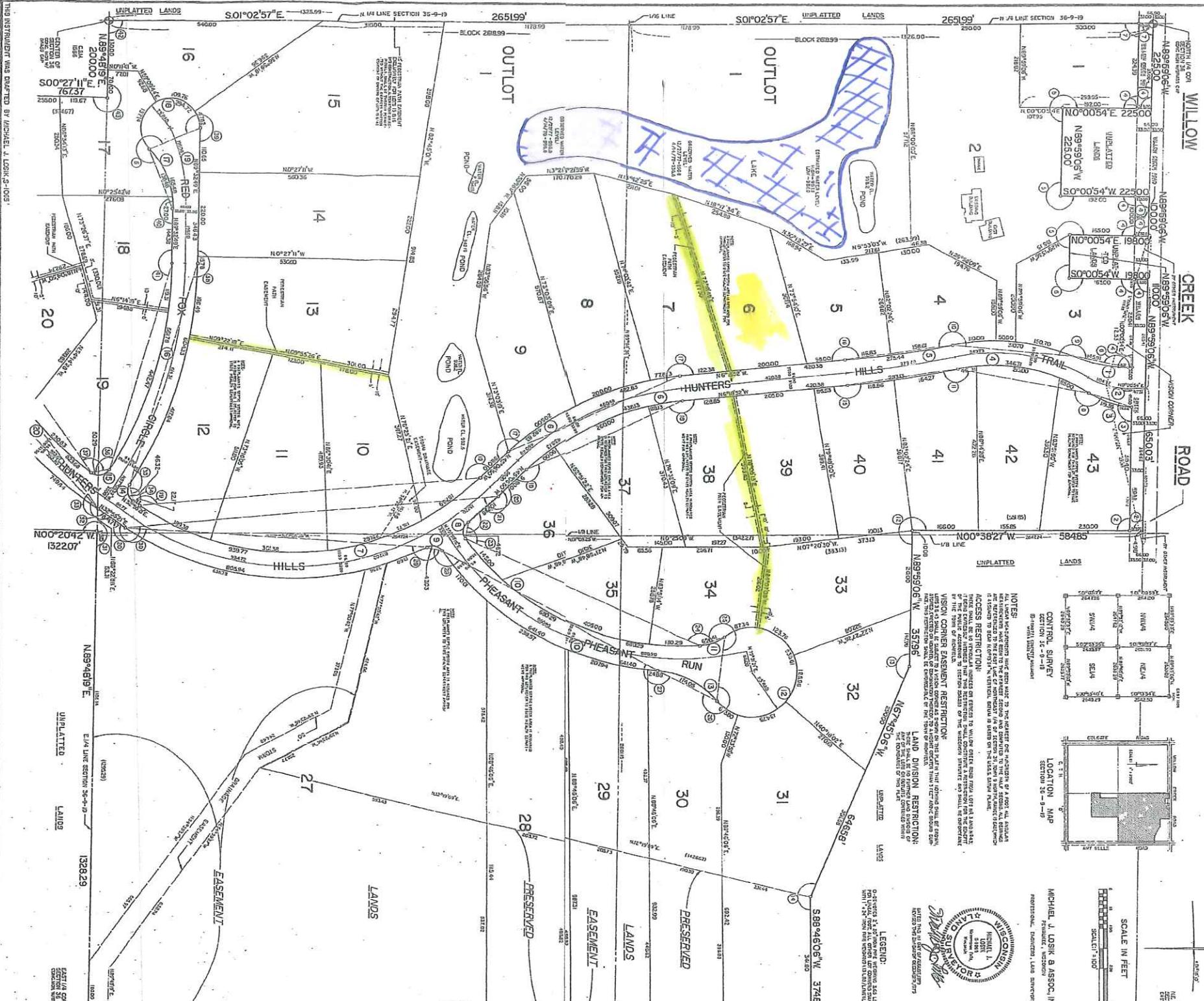
DATCP Contact : (608) 224-4887

Schedule B

This plat was prepared by the professional land surveyor named in Section 22.13 of the Wisconsin Statutes, Chapter Trans. 100, and is subject to the provisions of Section 22.13 of the Wisconsin Statutes, Chapter Trans. 100, and is subject to the provisions of Section 22.13 of the Wisconsin Statutes, Chapter Trans. 100, and is subject to the provisions of Section 22.13 of the Wisconsin Statutes, Chapter Trans. 100.

# HUNTERS' HILLS

BEING A SUBDIVISION OF A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 19 EAST 1, IN THE TOWN OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.



MICHAEL J. USIK & ASSOC. INC.  
PROFESSIONAL SURVEYOR, LAND SURVEYORS



LEGEND:  
DASHED LINE WITH SPACES BETWEEN LINES SHALL BE USED TO SHOW THE LOCATION OF AN EASEMENT.  
DOTTED LINE SHALL BE USED TO SHOW THE LOCATION OF A PRESERVED AREA.  
SOLID LINE SHALL BE USED TO SHOW THE LOCATION OF A BOUNDARY.

NOTES:  
1. All land measurements have been made to the nearest one-hundredth of a foot. The location of the corners has been determined by the use of the method of least squares adjustment.  
2. The location of the corners has been determined by the use of the method of least squares adjustment.  
3. The location of the corners has been determined by the use of the method of least squares adjustment.  
4. The location of the corners has been determined by the use of the method of least squares adjustment.  
5. The location of the corners has been determined by the use of the method of least squares adjustment.  
6. The location of the corners has been determined by the use of the method of least squares adjustment.  
7. The location of the corners has been determined by the use of the method of least squares adjustment.  
8. The location of the corners has been determined by the use of the method of least squares adjustment.  
9. The location of the corners has been determined by the use of the method of least squares adjustment.  
10. The location of the corners has been determined by the use of the method of least squares adjustment.

RESTRICTION FOR SUBDIVISION HOMEOWNERS, THERE IS NO PUBLISHING ACCESS

THIS INSTRUMENT WAS DRAFTED BY MICHAEL J. USIK, S-1003.

SCHEDULE "D"

DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
"HUNTERS' HILLS"

THIS DECLARATION, made this 11<sup>th</sup> day of January, 1980, by John J. Holzhauser and H.C.L. ENTERPRISES, INC., (H.C.L. ENTERPRISES, INC., a Wisconsin corporation), a Joint Venture d/b/a WILLOW CREEK VENTURE, hereinafter referred to as the "DEVELOPER".

WITNESSETH:

WHEREAS, the DEVELOPER owns all the land which has been platted as "HUNTERS' HILLS", a subdivision located in the Town of Richfield, hereinafter referred to as the "TOWN", consisting of 43 residential lots, and

WHEREAS, the DEVELOPER desires to subject the "HUNTERS' HILLS" subdivision to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision and for the benefit of each Lot Owner in the Subdivision:

NOW, THEREFORE, THE DEVELOPER HEREBY DECLARES that the real property hereafter described shall be used, held, transferred, sold and conveyed subject to the conditions, covenants, restrictions, reservations and easements hereafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof as covenants running with the land and shall apply to and bind all successors in interest, users and owners thereof.

0.01 DEFINITIONS.

a) "BOARD OF STEWARDS", also herein referred to as the "Committee", shall mean the Subdivision control committee referred to in Article III.

b) A "dwelling" shall mean a building which contains one Unit and is limited solely to residential purposes.

c) A "single family dwelling" shall mean a dwelling with one Unit.

d) "Family" shall mean one or more persons related by blood, adoption or marriage, living, cooking, sleeping and eating on premises as a single house-keeping group and shall exclude a group or groups of persons where three or more persons are not so related or engaged as household employees.

e) "Lot Owners" shall mean the fee simple owner(s) of record title to the lot, regardless of the type of tenancy or estate, and each Lot shall be entitled to one ( 1 ) vote in those matters as pertains to this Declaration.

f) A "Section" shall mean all those provisions included within a number capitalized heading, including all subsections (eg.0.00(a)) and paragraphs (eg.0.00(a)(1)).

g) The "Subdivision" shall mean that portion of "HUNTERS' HILLS" subdivision subject to this Declaration:

- 1) including thereto all the 43 residential lots
- 2) and Outlot 1, which contains the manmade body of water known as "Lake Emory"

h) A "unit" shall mean a portion of a dwelling to be occupied by a single family.

#### ARTICLE I - PROPERTY SUBJECT TO DECLARATION

##### 1.01 PROPERTY SUBJECT TO DECLARATION.

The following property shall be subject to this Declaration, including all lots and parcels thereof:

HUNTERS' HILLS, being a subdivision of a part of the Northeast 1/4, Northwest 1/4, Southeast 1/4 and Southwest 1/4 of the Northeast 1/4, and a part of the Northwest 1/4 of the Southeast 1/4, and a part of the Northeast 1/4 of the Southwest 1/4, all in Section 36, Town 9 North, Range 19 East, in the Town of Richfield, Washington County, Wisconsin.

#### ARTICLE II - USE OF LOTS

##### 2.01 GENERAL PURPOSE.

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential community and in furtherance of such purpose: to preserve and maintain the natural beauty of certain areas within the Subdivision; to help assure the best use and most appropriate development and improvement of each building site; to protect owners of lots against such use of surrounding lots and buildings as will detract from the residential value of their property; to guard against the erection or maintenance of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to insure the highest and best residential development of lots in the Subdivision consistent with the purposes for which it is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the lots; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain a proper spatial relationship of buildings, structures and

b) Upon approval by the BOARD OF STEWARDS of all of the required plans, designs, specifications and written proposals, and upon receipt of all necessary municipal or governmental approvals and permits, a Lot Owner may commence and complete construction in accordance therewith, provided that in the construction, no substantial changes shall be made with respect thereto, unless prior written approval is obtained from the BOARD OF STEWARDS.

c) Construction of improvements shall be completed within one year after the last approval or permit has been obtained necessary for commencement thereof. Upon written request therefrom, and if, for good and sufficient reason, the BOARD OF STEWARDS may grant an extension in time as required.

d) Any suit for damages and/or injunctive relief based upon the failure of any lot owner to obtain approval from the BOARD OF STEWARDS as required under these Declarations, shall be commenced by the BOARD OF STEWARDS or any other lot owner within one ( 1 ) year following initiation of construction, installation, change or modification of any building, structure, wall, fence or other improvement ; otherwise, the approval required therefor shall be conclusively presumed to have been given and the BOARD OF STEWARDS and all lot Owners (and their respective successors and assigns), shall forever be barred with respect thereto: in no event, however, shall the BOARD OF STEWARDS or any lot Owner be precluded from enforcing these Declarations as to any subsequent or other construction installation, change or modification for which approval of the BOARD OF STEWARDS is required.

#### 2.04 MINIMUM DWELLING LIVING AREAS.

For each and every new dwelling proposed to be constructed in "HUNTERS' HILLS", the following minimum living areas shall apply:

a) A one-story dwelling shall contain a minimum of 2200 square feet.

b) A two-story dwelling shall contain a minimum of 2700 square feet, of which a minimum of 1400 square feet shall be on the first floor.

c) A split-level dwelling shall contain a minimum of 2400 square feet, of which a minimum of 1600 square feet shall be on the lower two levels.

d) A one and one-half story dwelling shall contain a minimum of 2400 square feet, of which a minimum of 1400 square feet shall be on the first floor.

#### 2.05 BUILDING SETBACK LINES.

a) No building, garage or other structure (excluding eaves, steps, overhangs, patios, or other appurtenances not built on a foundation or frost-footings)

other improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

Lot 2, which encompasses and includes thereon, buildings, structures and out-buildings which existed prior to this Declaration and the creation and recording of the Subdivision plat, shall, by its separate existence and nature, not be subject to the building specifications and restrictions as herein set forth, or those other conditions, covenants, restrictions, reservations and easements as are herein intended to pertain to the single family designated lots.

The owner(s) of Lot 2 shall, however be a 1/43rd owner of Outlot 1, and such owner(s) shall be subject to all the terms, conditions, restrictions and uses hereinafter set forth, relating to Outlot 1.

## 2.02 SINGLE FAMILY LOTS.

a) The following lots shall be used solely and exclusively for single family residential purposes : Lot 1 and Lots 3 thru 43 inclusive.

b) No building shall be erected, altered, modified or permitted to remain on any of said lots other than one single-unit dwelling, not exceeding two and one-half stories in height, with an attached private enclosed garage for not less than two (2) motor vehicles. No other outbuildings shall be erected, placed or permitted to remain on any of said lots without the express written approval of the BOARD OF STEWARDS.

## 2.03. ARCHITECTURAL APPROVAL REQUIRED FOR IMPROVEMENTS.

a) No building, structure, wall, fence, swimming pool or other improvement shall be constructed, erected or placed on any lot or altered, modified or changed (as to layout, location, exterior design, color or in any other way) until the plans, specifications, drawings and a written proposal therefore have been approved in writing by the BOARD OF STEWARDS as to, but not limited to, the following : material, composition, and quality ; external design, harmony and color coordination with existing and planned structures and improvements; location with respect to wood stands, natural vegetation, topography, setbacks, finished grade elevations, driveways and plantings; and compliance with other applicable restrictions contained in this Declaration.

b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered or modified upon a lot within the subdivision shall be such that in the opinion of the BOARD OF STEWARDS at the time of approving of the building plans, the dwelling will be of a high quality, and will have no substantial adverse effect upon property values in the subdivision.

c) The proposed color schemes for a dwelling to be erected, altered or modified shall be submitted to the BOARD OF STEWARDS for approval prior to painting or staining. It shall be the aim of the Committee to harmonize colors for not only the dwelling proposed, but to consider the effect these colors and materials as they relate to other dwellings in the subdivision, as well as to harmonize with the natural surroundings in the Subdivision.

d) The requirement for natural material selection and color coordination and approval by the BOARD OF STEWARDS shall apply to out-buildings as well.

#### 2.09 POST LIGHTS, MAIL BOXES AND EXTERIOR LIGHTING

a) Each lot owner shall, at the time of construction of a dwelling for said lot, purchase one mail box and post light, of a design and construction as approved by the BOARD OF STEWARDS, from the DEVELOPER at the DEVELOPER'S wholesale cost, and shall install said item(s) on his lot at a location as approved by the BOARD OF STEWARDS.

b) Approval of the design, number and location of exterior lighting shall be required from the BOARD OF STEWARDS on a case by case basis where deemed appropriate by the Committee.

#### 2.10 PRESERVATION OF TREES.

No existing tree, with a diameter of two inches or more (at a height of four feet from the ground) beyond three feet from an approved dwelling location, shall be moved, removed or destroyed in any way, other than upon prior approval of the BOARD OF STEWARDS: and all existing trees shall be protected during the periods of construction and grading as may be required by said Committee; this shall pertain also to the installation of tree wells and root and trunk preservation.

The logging, clearing and removal of trees, shrubs and other natural growth shall be restricted to that necessary to clear the land in order to construct a residence, together with selective cutting and removal within twenty ( 20 ) feet perimeter of the residence, all as approved by the BOARD OF STEWARDS. Other selective cuttings and clearings may be permitted by the BOARD OF STEWARDS if done pursuant to a plan of woodland improvement and preservation.

shall be located on any lot so that the front, side and rear yard distances are less than minimums as required in the Building and Zoning Code for the Town of Richfield; and as further modified and required by the BOARD OF STEWARDS, the intention and purpose of the Committee to further impose said modifications is to preserve to the greatest extent, the mature and existing trees and shrubbery in the Subdivision, and to harmonize and coordinate adjacent building placements, and to select the most desirable locations for the buildings to be constructed therein.

#### 2.06 GARAGES : PARKING

a) Each new, one family dwelling shall have a private enclosed garage for the on-site storage of not less than two ( 2 ) automobiles, said garage to be connected to the street by a properly surfaced asphalt or concrete driveway ( which driveway shall be installed and completed within one ( 1 ) year from the date of occupancy of the dwelling ) .

b) The garage shall be located within the building setback lines as specified in Section 2.05 and shall be attached to the building.

c) The garage shall harmonize with the residential structure as to design, materials and finished floor elevation.

d) Approval for storage of "recreational vehicles" shall be required from the BOARD OF STEWARDS. Where granted, the approval shall specify size, location, screening, access and grade; material composition to be concrete, asphalt or approved equal.

#### 2.07 ROOFING MATERIAL AND CONSTRUCTION.

a) All dwellings proposed to be erected, altered or modified, in the subdivision shall, on the construction plans therefor, specify a wooden shake roof, a flintcote sierra roof or approved equal, and the construction shall be carried out in accordance with the roofing material as approved by the BOARD OF STEWARDS.

b) All roof pitch designs shall be subject to the approval of the BOARD OF STEWARDS.

#### 2.08 EXTERIOR BUILDING MATERIALS & DWELLING QUALITY.

a) All dwellings proposed to be erected, altered or modified in the subdivision shall, on the construction plans, denote natural material(s), i.e. brick, stone, wood siding, and the construction shall be carried out in accordance with the material(s) as approved by the BOARD OF STEWARDS.

## 2.15 LOT GRADING AND DRAINAGE.

As a part of each set of building construction plans submitted to the BOARD OF STEWARDS for that body's approval, a " Lot-Envelope Grading Plan ", shall be included :

a) Each grading plan shall contain grade elevations that conform to the Subdivision's elevation/reference plane and the Pavment and Site Grading Plans for the Subdivision.

b) Minor changes in the existing drainage patterns, where these changes do not violate the purpose, spirit and intent of Article II, shall be reviewed, and may, if for good and sufficient reason, be approved by the Committee.

c) Said " Lot-Envelope Grading Plan " shall indicate the proposed finished ground grade or garage floor grade. Following review of the Subdi- vision's Pavement and Site Grading Plans to determine if said proposed grade(s) are in conformity, the Committee may modify or approve said grade(s) at their discretion.

d) Upon receipt of the approval of said building and site grade(s), the applicant shall file said approved grade(s) with the Building Inspector of the Town of Richfield for their review and approval.

## 2.16 NUISANCES.

a) No noxious or offensive odors, activities or conditions shall be per- mitted to exist in, on or about any Unit, dwelling or lot, which may be, or may become, an annoyance or nuisance to the neighborhood.

b) No building or construction material shall be stored on any lot out- side of a dwelling or garage, other than during periods of actual construction or remodeling and only for as long as may be necessary therefor.

c) Each lot owner shall perform periodic yard maintenance as may be necessary to keep the lot neat and clean in appearance, including, without limi- tation, the mowing of grass and removal of weeds, leaves and unsightly debris.

## 2.17 TEMPORARY STRUCTURES.

No structure of a temporary nature, including without limitation any trailer, truck, boat, mobile home, tent, shack, garage, barn or other out-building, shall be used on any lot for temporary or permanent housing, sleeping or other residen- tial purposes.

## 2.18 SIGNS.

No sign of any kind shall be placed or displayed to the public view on any

## 2.11 GROUND FILL ON BUILDING SITE.

Where fill is necessary on any lot to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material and shall not contain noxious materials that may emit odors, or produce health hazards of any kind. All fill materials shall be leveled as soon as practical after dumping, but in no case, to the injury of the dwelling, and shall be graded and contoured in accordance with the " Lot-Envelope Grading Plan ", to be approved for each lot in the Subdivision.

## 2.12 SURFACE DRAINAGE.

The topography and ground elevation of the "Lot-Envelope" for each lot shall be finished as required by the BOARD OF STEWARDS for the efficient and effective drainage of surface waters throughout the Subdivision. Final grading of the approved portions of each lot shall be completed within two months following the date of occupancy of each dwelling ; any approved grading within the period specified, shall be so carried out so that no interferences or hindrances shall exist in conflict with the natural drainage of the Subdivision.

Where directed by the BOARD OF STEWARDS, hay baling(staked) shall be set in place by the lot owner, to prevent site erosion or the discharge of ground materials onto other lots, outlots or into public street right-of-ways.

## 2.13 LANDSCAPING.

A landscape plan, designed for the preservation of the existing trees, shrubs, stone walls, and for the installation of additional plantings to complement the dwelling and the lot, shall be submitted for approval to the BOARD OF STEWARDS.

a) No new plantings shall be permitted in the existing or proposed drainage swales for the Subdivision.

b) All plantings and restoration work, as approved, shall be installed within one year from the date of occupancy of the dwelling.

## 2.14 SWIMMING POOLS

All swimming pools proposed to be erected, altered or modified in the sub-division shall require the approval of the BOARD OF STEWARDS.

a) Plans, of a nature and content as acceptable to the Committee, shall be submitted to said body for approval. These plans shall also denote offsets, landscape treatment and fencing.

b) Except for rooftop antennae extending not more than five feet above the highest point on the roofline of any dwelling, no external television or radio antennae or other similar devices, shall be erected upon or atop any dwelling, or on any lot, without the prior approval of the BOARD OF STEWARDS.

#### 2.24 FENCES AND WALLS.

No fence or wall of any height shall be permitted on any lot except upon the prior approval of the BOARD OF STEWARDS: provided, however, that in any event, shall any fence or wall be permitted to extend beyond the minimum setback line specified in paragraph 2.05(a).

#### 2.25 MOTORIZED VEHICLES.

No motorcycles, snowmobiles, trail bikes, dune buggies, off-street motorized vehicles or recreational vehicles of any kind shall be operated on any lot, driveway, parking area or open space within the Subdivision, except for necessary travel (as contrasted with recreational use).

#### 2.26 DRIVEWAYS.

All driveways installed, altered, changed, replaced or extended shall be subject to the following requirements:

a) Driveway islands, shrubbery, natural vegetation or grass between openings shall be provided with a minimum of twelve (12) feet between all driveways, and six (6) feet to lot lines at the street line.

b) Driveways shall be so designed and constructed so that all vehicles parking, loading, maneuvering or unloading are completely off the public ways, and so that all vehicles may enter and exit the property without the need for backing onto the public ways.

c) Driveway openings shall not be located closer than fifty (50) feet to the intersection of street lines of intersecting streets.

d) Driveways shall be so designed and constructed on each lot so as to service the garages ( being a part of the proposed dwellings ) from an end-in position, in that, no garages shall be permitted to be constructed so that their doors shall face-out-open to the abutting street(s); the one exception to the stipulation of no garage doors facing out to the street is the case of the corner lot - if no satisfactory position of the proposed dwelling will result in compliance with this provision, the BOARD OF STEWARDS may waive or modify this requirement ( in no case may the BOARD OF STEWARDS, when considering a corner lot dwelling, arbitrarily preclude the placement of a dwelling proposed therefor ).

lot, except:

1) One sign of not more than six square feet advertising the property for sale or rent or to advertise the property during any construction or sales periods

2) One sign of not more than two square feet designating the names of the residents of the property, without reference to any business or trade of such person(s).

#### 2.19 ANIMALS AND PETS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot: provided that dogs, cats and other normal household pets may be kept so long as not kept, bred or maintained for any commercial purpose nor in any unreasonable number.

#### 2.20 WATER SUPPLY.

Each dwelling shall be required to have designed and installed, its' own separate water well, with proper connections as required by governing codes and regulations, and shall thereafter be responsible for the maintenance, care and/or replacement as may be necessary.

#### 2.21 SEWAGE DISPOSAL.

Each dwelling shall be required to have designed and installed a private septic disposal system on the lot premises, in accordance with the governing codes and regulations, and shall thereafter be responsible for that system's maintenance, care and/or replacement, and/or enlargement, as may be necessary or as may be required.

#### 2.22 GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for trash, garbage, refuse or debris of any kind. No trash, garbage or waste materials shall be kept on any lot except in sanitary containers. All incinerators and other equipment and materials for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition, suitably screened from view from streets and adjoining lots, and located at suitably safe distances away from any buildings.

#### 2.23 WIRES AND ANTENNA.

a) All exterior telephone and electric service and utility wiring (including without limitation, service lines to individual dwellings) shall be installed underground unless otherwise permitted by the BOARD OF STEWARDS prior to such individual installation.

and ownership of Outlot 1 in that subdivision, and shall, thereafter, be responsible and liable to that degree, for the care and maintenance of the land, lake and ponds contained therein, as well as those future improvements as may be installed on the lands of said Outlot.

#### 4.02 MAINTENANCE AND CARE.

The BOARD OF STEWARDS shall designate, direct and govern the maintenance operations to be carried out in said Outlot, and shall annually levy and assess for this necessary work on a pro-rata basis, equally against all of the lots in the Subdivision.

#### 4.03 ANNUAL ASSESSMENTS.

On the 30th day of May of each year following the simultaneous recording of these Deed Restrictions and the plat for this Subdivision, the BOARD OF STEWARDS shall, after completing their analysis of the work required for the ensuing year, notify each lot owner in writing as to their pro-rata share of the cost for that maintenance and care. A printed and itemized analysis and cost breakdown shall be made available at a location as specified by the BOARD OF STEWARDS, for the inspection of all the individual lot owners in the Subdivision.

The per lot assessment for the first year shall be \$50.00 and in subsequent years the amount of said assessment may be increased by the BOARD OF STEWARDS at a rate not to exceed the increase in the federal cost of living index as published by the United States Department of Labor using the year 1979 as the base year. Any work proposed by the BOARD OF STEWARDS that would result in an assessment higher than the base figure stated, shall be deemed a major improvement or expenditure and would thereby be subject to the consent and approval of at least seventy-five ( 75% ) percent of the lot owners of the Subdivision.

Within thirty (30) days from their receipt of the notice from the BOARD OF STEWARDS, each lot owner shall submit full payment as therein stated to said BOARD OF STEWARDS, the location for payment to be specified by that Committee. In the event that a proper and due notice of assessment remains unpaid for more than thirty (30) days, the BOARD OF STEWARDS may record an affidavit stating the nature of such assessment, or charge, and such assessment shall, upon recording, constitute a lien on the lot of the defaulting owner.

2.27 VIOLATION OF DECLARATION: NO REVERSION OF TITLE.

No violation or breach of any covenant, condition, restriction or other term or provision of these Declarations shall under any circumstances cause a reversion of title.

ARTICLE III - BOARD OF STEWARDS

3.01 MEMBERSHIP.

So long as the Developer owns any lot or lots within the Subdivision, the Developer shall designate the person or persons (not more than four in number) who shall, from time to time, comprise the membership of the BOARD OF STEWARDS. Thereafter, upon the sale by the Developer of all lots within the Subdivision, the BOARD OF STEWARDS shall be elected by the majority of the lot Owners.

3.02 SUBMISSION FOR APPROVAL : PROCEDURE

a) Any approval required by this Declaration from the BOARD OF STEWARDS shall be in writing, with the request therefor also being submitted in writing.

b) In the event the BOARD OF STEWARDS, or its' designated representative, fails to act upon any plans, specifications or other written requests for approval within 30 days after submission of such plans, specifications, or other such written requests and other documents as may be required by the Committee, the requested approval shall thereby automatically be granted, such that no right shall thereafter exist to enforce these Declarations insofar as any such approval is required hereunder.

c) Upon request, the Developer or his duly authorized representative, shall furnish a statement of the name and address of the person(s) to whom plans, specifications and other requests for approval are to be submitted for consideration by said Committee, with submission to the person so designated constituting submission to the Committee. If the Developer or his designated representative shall fail to make the aforementioned designation, submission to the Developer shall constitute submission of same to the Committee.

ARTICLE IV - OUTLOT 1

4.01 OWNERSHIP.

Each lot owner in HUNTERS' HILLS shall be deeded, at the time they purchase their separate and individual lots, a one-forty-third (1/43rd) undivided interest

In the event the BOARD OF STEWARDS fails to pay such invoice within such period of time, it shall be considered delinquent and the Town shall have the right to enforce collection of such invoice by extending the same on the current or the next succeeding tax roll as an unpaid special assessment equally against the respective residential lots in HUNTERS' HILLS, collectible as other unpaid special assessments, with the same force and effect as though the Town had fully complied with the Wisconsin Statutes with respect to levying special assessments.

This provision constitutes the OWNER'S consent and waiver to all special assessment notices and hearings which may be required by law to collect charges authorized by this provision.

This provision also constitutes a grant of easement by the owners to the Town for the purpose of inspecting said Outlot 1 and conducting any maintenance as authorized in this Section.

#### ARTICLE V - PRESERVED LANDS AND EASEMENTS

##### 5.01 PRESERVED LANDS.

The designation of Preserved Lands ( easement ) shall herein be established and shall apply to those areas of Lots 26 thru 31 inclusive, of HUNTERS' HILLS, as delineated on the plat of the Subdivision. These designated easements shall be for the preservation of the natural areas of the lands in those Lots, and specifically to maintain in their existing state, the woods, meadows, marshes, streams and ponds that occur thereon, and that these easement areas shall provide an amenity for the environment as well as to serve as a useful ecological balance for the area.

These designated Preserved Lands shall remain a part of the Lots on which the easements have herein been created and described, and shall be retained in the private ownership of the Lots to which they are a part. These areas, as designated, are not intended, nor shall they become, an area for the use of the general public or the Town of Richfield, nor shall these areas be disturbed in any way, specifically by man-made construction or the like.

##### 5.02 LOTS 26 AND 27.

Lots 26 and 27, because of the existence of the Preserved Lands ( easement ) status on those lots, shall not be divided to any further extent beyond the size, shape and area as contained in the Subdivision plat of HUNTERS' HILLS. without the consent and approval of the BOARD OF STEWARDS and the Plan Commission and Town Board of the Town of Richfield.

#### 4.04 USE.

The land in Outlot 1 contains several small ponds and one large body of water known as "Lake Emory", as well as a series of gravelly and dirt paths.

The greater portion of the Outlot exists in its natural state and is hereafter intended to remain as such.

Outdoor activities, such as, but not limited to, walking, jogging and picnicing are contemplated to be carried out on the premises.

The bodies of water shall be limited in use, to small, un-motorized craft such as canoes or small sail-type boats.

Such other uses as from time to time are authorized by the majority of lot owners, may be carried out on the premises, but none are contemplated nor shall be initiated which by their nature, disturb the naturalness of the premises or detract from the separate uses of the lots abutting said premises.

#### 4.05 MAJOR IMPROVEMENTS.

If at least seventy-five percent (75%) of the lot owners in the Subdivision desire to, consent to, and agree to, fund a major improvement on said Outlot (major having been denoted in Section 4.03), they shall have the right to do so, as long as that improvement does not violate the spirit of Section 4.04.

#### 4.06 TOWN OF RICHFIELD'S OPTION TO MAINTAIN.

In the event that the BOARD OF STEWARDS fails to maintain the Outlot as provided herein, the Town shall give written notice of such fact to the BOARD OF STEWARDS specifying the matters in which the Town considers the maintenance to be deficient. The BOARD OF STEWARDS shall have thirty ( 30 ) days after such notice to rectify the said maintenance deficiencies ; in the event of failure to do so, or at the end of any reasonable extension agreed to between the Town and the BOARD OF STEWARDS, the Town shall have the right to either correct and perform such maintenance through its own employees, using its own equipment, or to contract for the execution of the work by an independent contractor. The Town shall invoice the BOARD OF STEWARDS for such expenses by mail, which invoice shall be paid in full by the BOARD OF STEWARDS not later than thirty ( 30 ) days after receipt .

Hereinafter designated are the Lot Owners individually responsible for the maintenance, care and cost, if any, of those cul-de-sac and entry island planting areas :

GREY FOX COURT - Lots 24 thru 26 inclusive.

RED FOX CIRCLE - Lots 14 thru 18 inclusive.

PHEASANT RUN - Lots 28 thru 35 inclusive.

HUNTERS' HILLS TRAIL ( entry island ) - Lots 2, 3 and 43

5.06 TOWN OF RICHFIELD'S OPTION TO MAINTAIN.

In the event that the Lot Owners designated and described in paragraph 5.05 fail to maintain and care for the entry and cul-de-sac planting areas as provided herein, the Town shall give written notice of such fact to the BOARD OF STEWARDS specifying the matters in which the Town considers the maintenance to be deficient. The BOARD OF STEWARDS shall have thirty ( 30 ) days after such notice to rectify the said maintenance deficiencies ; in the event of failure to do so, or at the end of any reasonable extension agreed to between the Town and the BOARD OF STEWARDS, the Town shall have the right to either correct and perform such maintenance through its own employees, using its own equipment, or to contract for the execution of the work by an independent contractor. The Town shall invoice the BOARD OF STEWARDS for such expenses by mail, which invoice shall be paid in full by the BOARD OF STEWARDS not later than thirty ( 30 ) days after receipt .

In the event the BOARD OF STEWARDS fails to pay such invoice within such period of time, it shall be considered delinquent and the Town shall have the right to enforce collection of such invoice by extending the same on the current or the next succeeding tax roll as an unpaid special assessment equally against the respective residential lots in HUNTERS' HILLS, collectible as other unpaid special assessments, with the same force and effect as though the Town had fully complied with the Wisconsin Statutes with respect to levying special assessments.

This provision constitutes the OWNER'S consent and waiver to all special assessment notices and hearings which may be required by law to collect charges authorized by this provision.

### 5.03 PEDESTRIAN EASEMENTS

Pedestrian Easements have been designated on the final plat of HUNTERS' HILLS on parts of Lots 6, 7, 10, 11, 12, 13, 18, 19, 20, 21, 33, 34, 38 and 39. These easement areas, where they occur, are intended for pedestrian use only and are designed to provide access thru certain parts of the Subdivision for the enjoyment of the residents of Hunters' Hills only.

The operation of, and activities such as, the clearing for, the installation of the improvements in, and the continued maintenance of these pedestrian easement areas, shall be carried out by the BOARD OF STEWARDS in the same manner as they shall designate, direct, govern, levy and assess for the maintenance and improvements in Outlot 1 as enumerated in Article IV.

### 5.04 DRAINAGE EASEMENT - LOTS 10, 26 AND 27.

The drainage easement contained therein, as delineated on the final plat, shall be a perpetual easement for the use as therein specified, that is, to move and convey the waters that fall on the lands in the Subdivision, as well as from those lands adjoining and otherwise contributing their waters, to, thru, over, across and out of the lands contained in the Subdivision, for the proper and effective drainage of the general area encompassed in the contributing watershed.

There shall be no construction or planting within the drainage easement which in any way will obstruct the flow of surface waters through such drainage way. The drainage easement shall be maintained by the owners of the lots which are subject to the easement.

### 5.05 ENTRY AND CUL-DE-SAC PLANTING AREAS.

At the Willow Creek Road entry and in the cul-de-sac right-of-ways of the Subdivision, islands, established and designed as planting areas, shall be graded and landscaped by the SUBDIVIDER for that entry, and for the three ( 3 ) separate cul-de-sacs. Following the initial construction and landscaping, the lots abutting, adjoining and serviced by the cul-de-sacs, as well as those designated for and abutting the entry island area, shall be responsible for the maintenance, care and cost, if any, for preserving and perpetuating these green open areas as created by the SUBDIVIDER.

ARTICLE VI - MISCELLANEOUS

6.01 TERM OF DECLARATION.

A) This Declaration shall constitute a covenant running with the land and shall be binding for a period of twenty-five (25) years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. After the expiration of such initial twenty-five (25) year period, this Declaration shall be automatically renewed for successive periods of ten ( 10 ) years, unless there is recorded an instrument terminating this Declaration, executed by the Town of Richfield and the owners of at least seventy-five percent ( 75% ) of all lots subject hereto, in which event the Declaration shall terminate upon the expiration of the initial or renewal term then in effect at the time of recording of such instrument of termination.

6.02 AMENDMENTS TO DECLARATION.

This Declaration may, with the approval of the Town of Richfield be amended, at any time and in any respect by the recording of an instrument to that effect executed as follows :

a) By the DEVELOPER and the Lot Owners of at least sixty percent ( 60% ) of the lots in the Subdivision not owned by the DEVELOPER, so long as the DEVELOPER continues to own any lot(s) in the Subdivision, or

b) By the Lot Owners of at least seventy-five percent ( 75% ) of the lots in the Subdivision, following the initial conveyance by the DEVELOPER of all lots in the Subdivision.

6.03 ENFORCEMENT OF DECLARATION.

a) The DEVELOPER shall have the sole right to initially enforce the provisions of this Declaration by proceedings at law and/or in equity to restrain and/or recover damages for any violation or threatened violation of any provision hereof.

b) If any Lot Owner shall file a written petition with the DEVELOPER for commencement of legal proceedings to restrain and/or recover damages for any violation or threatened violation of this Declaration and the DEVELOPER thereafter fails to act upon or refuses to act in accordance with such petition within a period of thirty (30) days after filing, then such petitioner may commence any action or proceeding within a period of six (6) months after filing such petition, to restrain and/or to recover damages for any violation or threatened violation of this Declaration as described in such petition.

6.04 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration for any reason, by judgement or court order, shall in no way affect the validity or enforceability of any other term, condition or provision hereof, all of which shall remain in full force and effect for the term of this Declaration.

6.05 MINIMUM LOT SIZE AND AREA.

" HUNTERS' HILLS " was conceived and approved with each and every lot therein having a minimum area of at least one and one-half ( 1-1/2 ) acres in size, with a minimum frontage or average lot width of 200 feet. There shall, therefore, be no further division or subdivision of lots of this plat, without the consent and approval of the BOARD OF STEWARDS, and the Plan Commission and Town Board of the Town of Richfield.

IN WITNESS WHEREOF, this Declaration of Restrictions and Covenants is executed by the DEVELOPER on the day and year first above written.

In the presence of:

[Signature]  
Witness

[Signature]  
John J. Holzauer

H.C.L. ENTERPRISES, INC.

[Signature]  
Witness

[Signature]  
Harold C. Lardinois, President

[Signature]

[Signature]  
Emily M. Lardinois, Secretary

State of Wisconsin )  
County of Waukesha ) ss

Personally came before me this 11th day of January, 1980, the above-named John J. Holzauer, as an individual, and Harold C. Lardinois, President, and Emily M. Lardinois, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such individual and such President and Secretary of said corporation, and acknowledged that he and they executed the foregoing instrument as such individual and as such officers as the deed of said corporation, by its authority.

REGISTERED OFFICE  
WASHINGTON CO., WIS.  
Filed For Record This 19<sup>th</sup>  
day of January, 1980  
At 1:15 A.M.

[Signature]  
REGISTERED

[Signature]  
Notary Public, Washington County  
State of Wisconsin

My Commission Expires : 9/20/81