

Woodfield Village Declaration of Covenants and Restrictions

Know all persons by these presents, that the Woodfield Village Homeowners Association, Inc., a duly organized Wisconsin nonprofit corporation, representing the lot owners of Woodfield Village and South Woodfield Village, subdivisions located in the Northwest 1/4 of Section 26, Town 8 North, Range 18 East, Town of Merton, County of Waukesha, State of Wisconsin, hereby presents for recording the Amendment of the current Woodfield Village and South Woodfield Village Covenants to be replaced by this Woodfield Village Declaration of Covenants and Restrictions containing a continuation of the general plan for the use, occupancy and enjoyment of real property by the lot owners in the Woodfield Village and South Woodfield Village subdivisions.

The Woodfield Village Homeowners Association, Inc. ("WVHA") hereby declares, for the mutual benefit of all present and future owners of real property located within the Woodfield Village subdivision, that Woodfield Village shall be maintained as a single-family, owner occupied, residential subdivision, with limited rights for the rental of the single-family homes located therein. The owners of real property within Woodfield Village and South Woodfield Village shall be subject to the following covenants and restrictions:

Governance: This Declaration of Covenants and Restrictions and its terms and conditions, including all By-Laws, Policies and Guidelines adopted hereunder, are applicable to and binding upon all Lot Owners and residents within the Woodfield Village and South Woodfield Village subdivisions. A duly elected Board of Directors shall govern and manage the business and operations of the WVHA, and shall be responsible for adopting and enforcing By-Laws, Policies and Guidelines for the Association. This Declaration of Covenants and Restrictions supersedes and replaces all prior recorded restrictions for Woodfield Village and South Woodfield Village subdivisions and amends the original Woodfield Village covenants dated October 22, 1969 and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on October 24, 1969 as Document No. 750098 and also supersedes and replaces the South Woodfield Village covenants dated March 7, 1973 and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on March 7, 1973 as Document No. 843071, recorded at Reel 31, Image 1160. All Federal, State of Wisconsin, County of Waukesha and Town of Merton laws, rules, ordinances and orders shall supersede the rules and guidelines contained within this Declaration, except where the restrictions herein are more restrictive than the applicable government rules, ordinances or orders.

It is the intent of the Woodfield Village Homeowners Association to continue the intent and purpose of the original developers to establish a general plan for the use, occupancy and enjoyment of the subdivisions and to create architectural use and site restrictions that control

the architectural style and compatibility of individual homes and the use of the surrounding property in order to achieve any "Early American" appearance, environment and character for the development.

NOW, THEREFORE, the Woodfield Village Homeowners Association does hereby declare that, for the mutual benefit of its present and future owners, all subdivision residents, and all lots within the subdivisions shall be subject to the following covenants and restrictions:

1. All lots are restricted to the erection of one single family, owner occupied, residential building and attached garage. Each residence must have and maintain a two car attached garage (minimum of two car garage). "Single Family" and "Family," as applied to the WVHA and as used herein, shall be defined to be immediate family of the Lot Owner, including his or her spouse, partner, children, step-children, adopted children, and the parents and grandparents of the Lot Owner and his or her spouse or partner. There shall be no outside parking or storage of boats, trailers, buses, commercial trucks, recreational vehicles, motor homes or other vehicles or items deemed to be unsightly or inconsistent with the intended aesthetics and character of the subdivision by the Association.

2. The minimum living area of the home is as follows:

- a. One story home no less than 1800 square feet total.
- b. One and one-half story home no less than 1200 square feet on the first floor with a total of 1950 square feet
- c. Two story home no less than 2100 square feet total with no less than 1200 square feet on the first floor.
- d. Split level home no less than 1600 square feet on the living room and bedroom levels.

3. All building plans and exterior design work, construction plans and designs, changes, additions or remodeling, shall be submitted for advance approval to the WVHA Board of Directors, which shall serve as the Woodfield Village Architectural Control Committee, in addition to its other duties and functions. The WVHA Board of Directors ("Board") shall reserve the right to approve or reject any proposed plans, drawings or designs on the basis of incompatibility with the general theme and character of the Subdivision. The general theme for the subdivision was and remains to provide an "Early American" theme and style for architectural design and control throughout the Woodfield Village and Woodfield Village South subdivisions. These restrictions shall apply to building materials, architectural design, and to basic site features such as fences, garden structures or other elements that contribute in a significant or material manner to the total environment, appearance or aesthetics within the Woodfield Village and Woodfield Village South Subdivisions. Existing Structures (existing as of the date of this Declaration) and Existing Uses (existing as of the date of this Declaration) that do not conform with this Declaration or any applicable subdivision By-Laws or Rules shall be permitted to remain in place. However, replacement or major renovation of such structures that affects more than 50% of the square footage of such structure shall be subject to the review and approval of the WVHA and its Architectural Control Committee. An Existing Use that is nonconforming that is discontinued shall not be permitted to be reinstated without the approval of the WVHA Board of Directors.

4. All buildings or remodeling projects shall be completed within one year from the date of commencement of construction, including seeding or sodding in a manner in harmony with the adjacent property and the subdivision, generally.

5. There shall be installed at the time of the construction of all homes within the subdivisions, and maintained thereafter, one (1) outdoor lamp post of a design approved by the WVHA Board. Said lamp post shall be installed in the general area of the intersection of the front lot line and the driveway as specified by the WVHA Board or their designated agent.

6. This Declaration of Covenants and Restrictions shall be in force for a period of fifty (50) years from date hereof, shall be deemed to run with the land and shall bind the respective owners of such lots, their heirs, purchasers, successors, and assigns and be enforceable by the WVHA Board, any of the present or future owners of Lots in Woodfield Village Subdivision or by the Town of Merton. These Covenants and Restrictions shall be automatically renewed and extended for an additional term of Fifty (50) Years, unless an instrument signed by at least three-fourths (3/4) of the then-owners of the Lots within the Woodfield Village subdivision agree to either change or amend the provision for automatic renewal.

7. Common Areas. The original Developers, as part of their development of the Woodfield Village and Woodfield Village South Subdivisions, created various Common Areas, being Out Lot 1 of Woodfield Village and Out Lot 1 of South Woodfield Village and the landscaped areas within the dedicated streets, as shown on the recorded plats of the Subdivisions. Said Common Areas shall include, but not be limited to, the open fields, wetlands, wooded areas, Hop House, recreational trails, playground areas, orchard areas, tennis courts, subdivision entrances, cul de sac green spaces, fence lines, monuments and signs. The Common Areas shall be maintained for the common benefit and enjoyment of the property owners and residents of the Woodfield Village and Woodfield Village South Subdivisions as park, recreation, and children's play areas. The Woodfield Village Homeowners Association, Inc. was established by the developers as a non-profit corporation for the purpose of managing the Association and its Members, maintaining the Common Areas referred to herein and for assessing the pro-rata share of the dues and special assessments for the maintenance and/or improvements of said Common Areas among the Lot Owners. The WHVA Board is hereby granted the authority to adopt By-Laws, Rules and Guidelines and the authority to collect and enforce collection of all dues and assessments. The Owner or Owners of each lot in Woodfield Village and Woodfield Village South Subdivisions shall be entitled to one (1) vote in the management and operation of the Association. Each Lot has one vote, regardless of the number of Owners. Each Lot Owner, including the Owner of Lot 40 in the Woodfield Village Subdivision, shall be a member of the Association and as such is entitled, along with his or her Family members, to an easement to access and use said Common Areas for the purposes intended. Such membership and easement shall be appurtenant to and shall pass with title to each lot in Woodfield Village and Woodfield Village South Subdivisions. Lots that are divided into two or more Lots shall continue to be subject to these covenants and restrictions. Each new Lot shall be granted one vote for each new Lot resulting from the division, provided that the new Lot has a legally permitted new single family home on it or is legally capable of having a new single family home built on it.

Every Lot Owner in Woodfield Village and Woodfield Village South Subdivisions shall be a member in the WVHA. Each Lot Owner and the Lot Owner's Family, guests, and tenants shall have a non-exclusive easement to access and use the Common Areas, and shall be subject to the following rights, duties and obligations:

The Woodfield Village Homeowners Association

1. An annual dues assessment equal to a pro-rata share, or one (1) share per lot, of the budgeted costs incurred by the Association, as determined by the WVHA Board, to operate the Association and maintain the Common Areas for the recreation, health, safety, welfare, and enjoyment of its members. Said costs shall include, but not be limited, to payment of taxes, insurance, repair, replacement and additions to the improvements made upon said Common Areas; maintenance including, the maintenance of fences-including those erected on the boundaries of the Subdivisions and surrounding Lot 40, maintenance of the tennis courts, maintenance of subdivision Common Areas, street entrances and Common Area lighting, and the cost of labor, equipment, materials, management and supervision thereof.

The annual dues assessment shall be levied by the Association each year in conjunction with the Association's Annual Meeting. The proposed annual dues assessment shall be recommended by the WVHA Board at the Annual Meeting. The annual dues assessment proposed by the Board shall be based upon the costs of current maintenance and reasonably anticipated future needs. Thus, the annual dues assessment proposed by the WVHA Board shall be based upon the anticipated annual budget of the Association. The proposed dues assessment, to become effective and binding, must be voted upon and approved by majority vote of those Lot Owners in attendance at the Annual Meeting of the Association. Members must be present to vote. No proxies are permitted. Thereafter, a statement for the approved dues assessment shall be mailed to the Owner of each lot as of such date and be payable within thirty (30) days after mailing or delivery, whichever is earlier, of the dues assessment notification.

2. A special assessment may be levied by the Association for the purpose of defraying in whole or in part the cost of any construction or reconstruction, or the repair or replacement, of a capital improvement upon the Common Areas if consented to by a two-thirds (2/3) vote of the Lot Owners of the Association. Special assessments may only be voted upon at a Special Meeting of the Association that is called for the sole purpose of considering and voting upon the proposed Special Assessment. At least thirty (30) days advance notice of such a meeting must be sent to all Lot Owners. Approved special assessments shall be due and payable ninety (90) days after a Notice of Special Assessment is sent to the Lot Owners of the Subdivisions.

3. If any annual dues assessment or a special assessment (collectively "assessment") is not paid on or before the due date, then the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum until it is paid. The WVHA Board shall have the discretion and responsibility to enforce delinquent assessments and take the steps it deems reasonably necessary to collect the sums that are past due. The WVHA

Board may pursue and file a lien against the property of the delinquent Lot Owner for any past due amounts and enforce the collection of the past due balances and pursue the enforcement of the lien as provided by Wisconsin Law, including, but not limited to, lien foreclosure proceedings. The Lot Owner shall be responsible for reimbursing the WVHA for all costs of collection for of all past due amounts owed by the Lot Owner, together with interest thereon, court costs, filing fees and reasonable attorney fees incurred in collecting the past due amounts. All such past due amounts shall become a continuing lien on the property which shall bind such property in the hands of the then owner, his or her heirs, devisees, personal representatives, successors and assigns. Such assessment shall also be the personal obligation of the owner of the lot at the time said assessment becomes delinquent, and shall remain the personal obligation of said owner as provided by Wisconsin Law. The Association shall, upon demand at any reasonable time, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

In the event the Town of Merton shall at any future date assume the maintenance of the Common Areas, either at the request of the Association or because said Association is not maintaining said Common Areas to the satisfaction of the Town of Merton, the Town of Merton shall have the power and authority to levy and collect a special assessment annually from each lot in the subdivisions for the cost of the operation and maintenance of the Common Areas and improvements thereon within Woodfield Village and Woodfield Village South Subdivisions. For these purposes, the Subdivisions shall constitute an assessment district, and there shall be no limitations as to the amount of the assessments provided they shall not exceed the actual cost of the operation and maintenance of the Common Areas and related improvements.