

Recorded 9/22/77

EXHIBIT "C"

DECLARATION OF RESTRICTIONS
Adrian Heights

THIS DECLARATION, made this 28 day of Sept. ,1977 Adrian D. Schmidt
the Developer

WITNESSETH:

WHEREAS, the Developer, Adrian D. Schmidt, own the subdivision in the City of Muskego (the "City"), hereinafter legally described which has been platted as "Adrian Heights" (the "Subdivision"), a development consisting of four single family residential lots; and Developer desire to subject the Subdivision to the conditions, restrictions, covenants, reservations and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of each owner of any part of the Subdivision.

NOW, THEREFORE, Developers hereby declare that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

DEFINITION OF TERMS: "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping group, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption or marriage. "Architectural Control Committee" shall mean the Committee. "Lot" shall mean a lot in the Subdivision platted for residential development. "Dwelling" shall mean a building containing and intended for only one (1) family.

ARTICLE I

PROPERTY subject to this Declaration. The following property shall be subject to this Declaration:

All that part of the N.E. ¼ of Section 26, T.5 N., R.20 E., in the City of Muskego, Waukesha County, Wisconsin, bounded and described as follows:

All that part of the Southwest Quarter (SW 1/4) of Section 5, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of said Southwest Quarter (SW 1/4) of Section 5; thence North 88°50'19" East along the south line of said Southwest Quarter (SW 1/4) 951.885 feet to the northerly line of Adrian Drive, a 60.000 feet wide road right-of-way; thence easterly 301.592 feet along the northerly right-of-way line and arc of a curve of radius of 480.000 feet, chord which arc bears North 80°56'48" East, 248.178 feet; thence North 00°00'15" West 215.526 feet; thence North 55°35'10" East 290.930 feet; thence

South 00°00'15" East 633.470 feet to the south line of said Southwest Quarter (SW 1/4), also being the north line of Hi-Y Ranches, a recorded subdivision in the Northwest Quarter (NW 1/4) of Section 8; thence South 88°50'19" West along said subdivision line and south line of said Southwest Quarter (SW 1/4) of Section 5, 386.016 feet to the point of beginning; containing 4.2153 acres of land.

ARTICLE II

Use of Lots and Similar Matters

2.1 General Purpose: The general purpose of this declaration is to help assure that the Subdivision and the adjacent property will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of certain open spaces and recreational areas within and in the vicinity of the Subdivision; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property consistent with the purposed for which it is platted; to encourage and secure the erection of attractive residential structures thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain proper spatial relationship on structures to other structures and lot lines.

2.2 Type of Dwellings Permitted: No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than one detached, single-family dwelling, not exceeding two floors in height, excluding basement, and including an attached private garage for not more than three cars. All dwellings must have attached private garages of at least two car capacity. No dwellings of the pre-fabricated, or factory-built type may be erected on any lot in the Subdivision.

The minimum living area and services of each such single-family dwelling shall be as follows, not including area of garages, porches, patios and decks:

- a. One story dwellings: no less than 1,800 square feet containing a minimum of two bedrooms, two complete bathrooms (bathtub or shower, toilet and sink), and laundry facilities on the living level.
- b. Two story dwellings: no less than 1,200 square feet on the first floor including at least ½ bath (toilet and sink) and laundry facilities and no less than 1,000 square feet on the second floor including at least two bedrooms and two full bathrooms.
- c. One and ½ story dwellings: no less than 1,400 square feet on the first floor including at least one bedroom, one full bathroom and laundry facilities plus no less than 600 square feet on the second floor including at least two bedrooms and one full bathroom.

- d. Tri-level or multi-level dwellings: no less than 1,600 square feet on the upper two levels containing at least two bedrooms, one full bathroom and ½ bathroom. Lower level living areas must contain at least 700 square feet and include at least one full bathroom. Laundry facilities may be on any level except in the basement.
- e. Bi-level or split entry dwellings: no less than 1,050 square feet on the upper level including at least two bedrooms, one full bathroom and ½ bathroom. No less than 900 square feet on the lower level including at least one full bathroom. Laundry facilities may be on either level.

No single story, story and ½ or two story dwellings may be built without basements with a total area equal to at least 2/3 of the total living area of the main floor. The Architectural Control Committee shall have exclusive right to determine whether such area and service requirements will be met by any proposed single-family dwelling. Any action by said committee shall be final and conclusive with no right of appeal.

2.3 Architectural Control: No building, wall, fence or other structure shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location thereof have been approved in writing by the Architectural Control Committee as to quality, materials, harmony of external design and colors with existing and/or planned structures; as to location with respect to topography, setbacks, finish grade elevations, driveways and plantings; and as to compliance with all applicable restrictions contained in this Declaration. Further specific provisions are as follows:

- a. No two dwellings in the Subdivision may be of the same or closely similar floor plan, exterior appearance or character. When considering proposed dwellings, comparison will be made with existing dwellings in the Subdivision and plans previously submitted to the Architectural Control Committee for approval. Whenever doubt exists, the first submitted plans shall take preference and be approved or altered first.
- b. All dwellings must have exteriors consisting of natural materials. No artificial stone, wood, brick or other material will be allowed including but not limited to, aluminum siding, etc.
- c. All dwellings must be constructed with basements or lower levels of masonry construction below finished grade.
- d. All municipal, county and state building codes and regulations must be adhered to. Should any conflict exist between governmental codes or regulations and these covenants, the more stringent shall prevail.

2.4 Building Location: Building location shall be in accordance with City requirements and must first be approved by the Architectural Control Committee. In general, no part of any dwelling including garages may be located closer than 40 ft. from the public street including easements, a total of 30 feet to side lot lines when distance on each side is added together, 10 feet to one side lot line or 50 to the rear lot line. All dwellings must

7

be located in such a way as to maintain as much of the natural topography of the lot as possible. It is intended that dwellings be placed informally so as to preserve the natural beauty of the Subdivision as well as trees.

- 2.5 Auto Parking, Garages, Driveways, Etc.: Provision shall be made on each lot, in addition to garages, for outside, onsite parking of at least two cars per dwelling, such provisions to consist of) hard surfaced area connected to the street by hard surfaced driveway. All parking areas and driveways must be surfaced. No boats, trailers, motorized campers, etc. may be parked or stored on any lot for a period exceeding two weeks in any six (6) month period and no truck or trucks may be parked on any such lot outside of a garage, other than for delivery of material or merchandise, or except during construction or remodeling periods.
- 2.6 Preservation of Trees: No existing tree with a diameter of eight (8) inches or more at a height of four (4) feet from the ground shall, without approval of the Architectural Control Committee, be cut down, destroyed, mutilated, moved or disfigured; and all existing trees shall be protected during construction and preserved by wells or islands and proper grading in such manner as may be required by the Architectural Control Committee.
- 2.7 Ground Fill on Building Site: Where fill is necessary on a 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 will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building.
- 2.8 In addition to any easements shown on the recorded plat, there is hereby reserved for ground water surface drainage, an easement ten (10) feet in width extending along the common lot line separating lots 3 and 4. Surface water drainage swales shall be created and maintained along all side lot lines to prevent flow toward adjacent dwellings. The location of the proper course and method of drainage on each lot shall be determined by the Architectural Control Committee.
- 2.9 Nuisances: No noxious odors shall be permitted to escape from any dwelling or lot and no activity which is or may become a nuisance or which created unusually loud noises shall be suffered or permitted on any lot including outlots.
- 2.10 Appurtenant Structures: No structure of either a permanent or temporary nature other than the dwelling and attached garage or other dwelling area may be erected, stored or used on any lot including but not limited to storage buildings, dog runs, stables, etc. Tool sheds shall be permitted in accordance with Muskego's zoning.
- 2.11 Signs: No sign of any kind shall be displayed to public view on any lot except one sign of not more than 12 square feet advertising the property for sale or rent or during the construction period advertising the builder. All signs shall be located at least 10 feet back from the lot line.
- 2.12 Animals and Poultry: No animals, livestock or poultry of any kind may be bred or kept on any lot, except that dogs and cats may be kept as house-

hold pets provided they are not kept, bred or maintained for any commercial purpose, allowed outside the confines of the owner's lot except on a leash, nor allowed to annoy neighbors.

- 2.13 Water Supply: Each dwelling shall be connected to a private well or Subdivision community well if such is approved and available prior to the start of construction of the first dwelling in the Subdivision.
- 2.14 Sewage Disposal: Each dwelling shall be connected to the municipal sewer, and no septic tank or individual sewage system shall be permitted.
- 2.15 Garbage & Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such rubbish shall be kept only in sanitary containers screened from view from the street.
- 2.16 Antennae: Except for rooftop antennae which extend not more than ten feet above the highest point in the roofline of the dwelling, no external television antennae or similar devices shall be erected without the prior approval of the Architectural Control Committee.
- 2.17 Exterior Service & Utility Wiring: All exterior service and utility wiring, including service drops to individual dwellings shall be installed underground and no overhead wires shall be permitted within the Subdivision, except such overhead wires as may have been installed prior to the recording of this Declaration of Restrictions.
- 2.18 Fences and Wall: No fence or wall shall be permitted except those of a purely decorative or landscaping nature or those required to meet governmental regulations. No fence or wall may be erected on any lot except upon approval by the Architectural Control Committee.
- 2.19 Motorized Vehicles: No motorcycles, snowmobiles, trail bikes, dune buggies or off-street motorized vehicles of whatsoever type or description shall be operated on any outlot, driveway, parking area, private road or open space within the Subdivision.
- 2.20 Landscaping: All dwelling lots shall be fully landscaped with grass and shrubs according to the landscape plan submitted within one year of occupancy of the dwelling or the same provisions as stated in 2.5 above may be enforced at the discretion of the Architectural Control Committee. Lawns must be maintained and mowed at heights acceptable to the committee.
- 2.21 Effect of Approval: Upon approval of the building plans, specifications, plot plan and landscaping plan by the Architectural Control Committee and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence. Such construction shall be completed suitable for occupancy within 12 months after the last such approval has been received. In the event said Committee fails to act upon said plans and specifications within 30 days after submission, or in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, no right shall exist to enforce these covenants insofar as they require such approval.

9

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

- 3.1 Membership: Until such time as the last dwelling to be built has been approved and built in accordance with the provisions contained in these Declarations, the Architectural Control Committee shall consist of the Developers themselves.
- 3.2 Procedure: Any approval required by this Declaration to be obtained from the Committee shall be in writing. Promptly after acting upon any request for approval presented to it, the Committee shall, in writing, notify the person submitting such request of its determination. In the event said Committee fails to act on said plans and specifications within thirty days, the provisions in 2.21 above will apply. Upon request, the statutory registered agent of the Association shall furnish a written statement of the name and address of the persons to whom plans, specifications and requests for approval may be submitted for consideration by the Committee. Submission of plans, specifications and requests for approval to the person so designed by the registered agent shall constitute submission to the Committee for all purposes under these Declarations, or, if the registered agent shall fail to make the aforementioned designation, submission of plans, specifications and requests for approval to the registered agent shall constitute submission of the same to the Committee for all purposes under this Declaration.

ARTICLE IV

MISCELLANEOUS

- 4.1 Term: This Declaration shall run with the land and shall be binding upon all persons claiming under the Developers for a period of ten years from the date this Declaration is recorded. After the expiration of such ten year period, this Declaration shall be automatically renewed for successive periods of ten years, unless there is recorded an instrument executed by the owners of at least 80% of the lots subject hereto for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewal term which next expires following the recording of such instrument of termination.
- 4.2 Amendment: This Declaration may be amended at any time and in any respect by the recording of an instrument executed as follows: after all lots in the Subdivision have had dwellings constructed on them such instrument shall be executed by the owners of at least 80% of the lots subject hereto.
- 6.3 Enforcement: Until such time as all lots in the Subdivision have dwellings constructed on them, only the Developers shall have the right to enforce the provisions hereof (except as to the rights of the City under these Declarations), which they may do by proceedings at law or in equity, either to restrain or to recover damages for any violation or attempted violation of any provision of this Declaration, or for both such remedies. Thereafter such rights shall pass to the Association. However, if any member of the Association in good standing shall file with the Association a written petition for the commencement by it of proceedings against any such violation or attempted violation and the Association shall fail to act upon such petition, then such petitioner may, within a period of six months after filing such petition, commence an action or proceedings based upon any injury to his individual rights arising from the violation or threatened violation

described in such petition.

6.4 Severability: Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions, which other provisions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the Developers have executed this instrument on the date first above written.

Witnesses as to Developers

Juan Marenza

Developers

Allen P. Schmidt
