

DECLARATION OF RESTRICTIONS
FOR
CRIMSON MEADOWS
A SUBDIVISION IN THE CITY OF MUSKEGO
WAUKESHA COUNTY, WISCONSIN

KNOW YE ALL MEN BY THESE PRESENTS, that the undersigned CRIMSON MEADOWS PARTNERSHIP hereinafter referred to as "Developer", being the developer of the property known as:

CRIMSON MEADOWS SUBDIVISION LEGALLY DESCRIBED AS:

A part of the Southwest 1/4 of the Southeast 1/4 of Section 10, Town 5 North, Range 20 East, City of Muskego, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Southeast 1/4 Section; thence South 87 degrees 48' 11" West along the South line of said Southeast 1/4 Section; thence South 87 degrees 48' 11" West along the South line of said Southeast 1/4 Section, 480.75 feet; thence North 04 degrees 30' 21" West, 25.02 feet to the point of beginning; thence continuing North 04 degrees 30' 21" West, 259.13 feet; thence North 57 degrees 50' 17" East along the centerline of Woods Road, 764.12 feet; thence South 32 degrees 09' 43" East along the Westerly line of Sandy Beach Drive, 170.00 feet; thence North 57 degrees 50' 17" East along the Southerly line of Certified Survey map No. 4385 a distance of 148.15 feet; thence South 01 degrees 12' 59" East along the East line of the Southwest 1/4 of said Southeast 1/4, 567.38 feet; thence South 87 degrees 48' 12" West parallel with and 25 feet distant from the South line of said Southeast 1/4 Section a distance of 855.09 feet to the point of beginning.

Containing 9.41 acres, more or less.

intending to establish a general plan for the use, occupancy and enjoyment of said subdivision does hereby declare that all lots therein shall be subject to the following restrictions, which shall remain in force for a period of 50 years from the date of the recording hereof.

1. **General Purposes:** The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve, as far as is practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color scheme; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building site; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequately for a high type and quality of improvement in said property and thereby to preserve and enhance the values of investments made by purchasers of building sites therein.

2. No lot shall be used for other than single family residence purposes, i.e., the conduct of any and all business shall be prohibited. All structures shall be designed by a registered architect or a professional engineer or designer experienced in residential designs. The exterior of all structures shall be of frame, brick or stone.

3. There shall be no future division or subdivision of lots in this Subdivision without approval of the Plan Commission of the City of Muskego.

4. No dwelling shall exceed two and one-half (2-1/2) stories in height. The living area within the perimeter of the building, exclusive of porches, garages, bays, patios, breezeways and similar addition, shall not be less than the house sizes prescribed by the City of Muskego Zoning Code.

5. No garage shall be larger than necessary to accomodate three (3) cars and all garages shall be attached to the dwelling either forming an integral part with the dwelling house or by connection porches or breezeways.

6. No living quarters of temporary character shall be permitted at any time, it being the intention that only permanent private dwellings with garages shall be permitted. All garages shall be built at the same time as the private dwelling and shall be large enough to accomodate a minimum of 2 cars. No boat, trailer, trucks, vans, mobile homes, and motor homes may be stored on the premises outside of the garage.

7. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the

storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odor; or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

8. All electric and telephone lines shall be placed underground.

9. No animals, livestock or poultry or any kind shall be raised, bred or kept on any lot except two dogs, two cats, and other small household pets such as canaries or parakeets, provided they are not kept, bred or maintained for any commercial purposes.

10. The undersigned reserve the right to set finished yard grades.

11. In order to maintain harmony in appearance and to protect the owners of the lots in the Subdivision, no building, fence, sign, wall, swimming pool or other structure shall be erected, constructed or maintained upon any lot nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plot plan showing the exact location of such building, garage, fence, wall, or other structure, the elevation thereof and the grade of the lot and a sketch or view of such building or structure or changes, shall have been submitted to and approved in writing by a committee of 3 members designated and appointed by the undersigned or its successors and assigns as herein provided, said committee being herein referred to as the "Committee". The decision of the Committee with respect to any such matter shall be final and binding upon all parties. The Committee shall have the right to refuse to approve any such plan or specifications which in the conclusive judgment of a majority of its members are not in conformity with these restrictions or are not desirable for aesthetic or any other reasons. In passing upon such plans and specifications the Committee may take into consideration the suitability of the proposed building or other structure, its design, elevation and the materials of which it is to be constructed on the proposed site; the harmony thereof with the surrounding buildings, and the view from the adjacent property. All decisions of the Committee on said matters shall be final. The Committee shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship.

12. The original Committee shall be composed of Sandra Neary, Lawrence T. Neary and Kenneth J. Scheibe. The decision of any two members will be final and binding upon all parties. Neither the members of the Committee nor

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its designated representative shall be entitled to compensation for services performed pursuant to this covenant. In the event of the death or resignation or refusal to act of any of the members of the Committee while any unimproved lot remains unsold by the Seller or its successor assignee, then their respective successor to the Committee shall be appointed in writing by the undersigned or its successor as assignee. When all the unimproved lots in the Subdivision have been sold by the undersigned, or its successor or assignee, the Committee shall thereafter consist of 3 persons, who shall be elected by a majority of the owners of the improved lots in the Subdivision.

13. Landscape Architectural Control: Landscaping on each lot must be completed within one year after the completion of the residence on such lot. Said landscaping must include a hard surfaced drive, parking stand or turnout consisting of concrete or asphalt or similar material. No permanent gravel drive will be permitted. The hard surface with concrete, asphalt or similar material must be installed as required. Insofar as reasonably possible, no topsoil shall be removed from any lot.

14. Any violation of these restrictions which shall exist for a period of one (1) year without a written protest thereof being received by the owner of the lot involved shall not be considered a violation thereafter. These restrictions may be changed, modified and amended by the Committee with the consent of 60% of the owners of the lots in the Subdivision. Each lot in the Subdivision shall be entitled to one (1) vote in determining said consent. These restrictions shall be deemed and construed to run with the land and shall be binding upon the respective owners of each of said lots and upon all persons holding or claiming under or through them. Upon the violation of any one or all of these restrictions by any owner or owners of any said lot, their heirs, executors, administrators or assigns, any member of the Committee shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, and shall be entitled to both equitable and legal relief. Invalidation of any of these covenants and restrictions by judgment or Court Order shall in no way affect any of the other provisions each of which shall be construed and deemed severable and all of which are not so invalidated shall remain in full force and effect.

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned are all of the owners of all of the land described on Exhibit "A" which is attached hereto and made part hereof; and

WHEREAS, the undersigned have requested the CITY OF MUSKEGO, hereinafter referred to as "CITY", to rezone all of said land from RS-2 to RS-2/OPD; and

WHEREAS, the CITY has approved the concept of such a change; and

WHEREAS, the undersigned now wishes to develop said property in phases; and

WHEREAS, the undersigned wishes the zoning of the phase it now wishes to develop be amended to RS-2/OPD; and

WHEREAS, the proposed phase does not in itself support the zoning change requested, but the property described on Exhibit "A" taken as a whole does support such a change if developed in accord with the concept which has been approved; and

WHEREAS, the undersigned wishes the CITY to enact the RS-2/OPD zoning for the phase now to be developed and is willing to restrict the use of the remaining land to allow the same.

NOW, THEREFORE, BE IT RESOLVED, for valuable consideration acknowledged by the undersigned, the following:

1. All of the land described on Exhibit "A" is now restricted to be used as land subject to a RS-2/OPD zoning, subject to the use of land being made in the prior phase or phases and further subject to all necessary future CITY approvals; and
2. No development of the land described in Exhibit "A" other than that in the phase now being rezoned is allowed without future CITY approval; and
3. This restriction, in part, restricts the maximum density to which the remaining lands subject to this restriction can be developed and may require certain open space requirements; and
4. All lands described on Exhibit "A" are subject to all agreements of the undersigned including, but not limited to, a Subdivider's Agreement dated the 27th day of July, 1995; and
5. These restrictions are covenants running with the land.

IN WITNESS WHEREOF, the undersigned owners have executed this Declaration of Restrictions this 27th day of July, 1995.

Gary Postma

Clark Tabbert

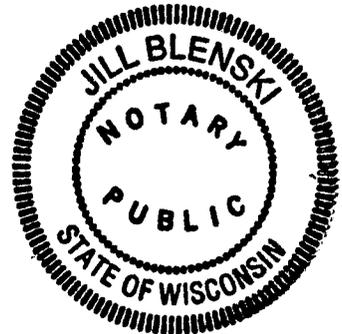
STATE OF WISCONSIN)

COUNTY OF WAUKESHA)

Personally came before me this 27th day of July, 1995, the above named Clark Tabbert, GARY A. Postma to me

known to be the persons who executed the foregoing instrument and acknowledged the same.

Jill Blenski
NOTARY PUBLIC, STATE OF WI
My commission expires:
9-22-96



This instrument was drafted by:

Attorney Donald S. Molter, Jr.
ARENZ, MOLTER, MACY & RIFFLE, S.C.
Post Office Box 1348
Waukesha, WI 53187-1348

Return to:

