

DEED RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that KOSOBUCKI BROS. PARTNERSHIP, hereinafter known as OWNER and DEVELOPER, being the owner of all of the lots in the subdivision described as follows:

All that part of Parcel 1 of Certified Survey Map No. 4334 and lands in the NW 1/4 of the NW 1/4 of Section 14, T 5 N, R 22 E, in the City of Muskego, Waukesha County, Wisconsin, which is bounded and described as follows: Commencing at the Northwest corner of said NW 1/4 Section; thence S 1° 11' 17" E along the West line of said NW 1/4 Section, 25.00 feet to the place of beginning of the lands to be described; thence continuing S 1° 11' 17" E along said West line 999.19 feet; thence N 88° 00' 22" E, 897.63 feet; thence N 1° 11' 17" W, 245.00 feet; thence N 88° 00' 20" E, 444.49 feet to a point on the centerline of Mystic Drive; thence N 1° 08' 36" W along said centerline, 220.00 feet; thence S 88° 00' 26" W, 444.66 feet; thence N 1° 11' 17" W, 532.24 feet; thence S 88° 07' 49" W, 897.61 feet to the place of beginning.

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in order to develop the above-described property and each lot and parcel therein contained as a residential area of high quality, does hereby declare and provide that all lots therein shall be subject to the following covenants, agreements, restrictions, reservations and conditions:

1. **PREFACE**. Each lot purchaser should be fully aware of the restrictions that are contained herein and the building and zoning codes of the City of Muskego before purchasing a lot in Foxboro Subdivision.

2. **PURPOSE**. The purpose of these restrictions is to insure the best use and most appropriate development and improvement of each building site therein, 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 therein of poorly designed or proportioned structures; to obtain harmonious use of material and finished treatment; 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 sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property; and thereby preserve and enhance the values of investments made by purchasers of building sites therein.

3. LOT USE. All of the lots affected by these restrictions shall be known and described as residential lots and no structure shall be erected on any lot other than one single family dwelling with attached minimum two-car garage as approved by the Architectural Control Committee provided for hereinafter. All structures shall be designed by a registered architect or a professional engineer or designer experienced in residential construction.

4. ARCHITECTURAL CONTROL COMMITTEE. No buildings, out buildings or other structures, shall be erected, placed or altered on any lot until the construction plans and specifications, building grade elevations, and a site plan showing the location of the structure on the lot have been submitted to and approved by the Architectural Control Committee hereinafter known as A.C.C., as to quality of design, workmanship and materials and harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The said plans, specifications, and survey shall be submitted in duplicate and the A.C.C. approval or disapproval shall be in writing within 15 days thereafter. The A.C.C. shall have the right to waive infractions or deviations which, in the opinion of the A.C.C. will have no adverse affect on the surrounding property and be necessary due to unusual circumstances in the given situation. Any action by the A.C.C. shall be final and conclusive as to persons then or thereafter owning lots covered by these restrictions.

5. COMPOSITION OF ARCHITECTURAL CONTROL COMMITTEE. So long as the OWNER or its assigns shall own any of the lots covered by these restrictions, the A.C.C. shall be composed of three representatives of the OWNER. When the OWNER or its assigns no longer own any of the lots covered by these restrictions, then the A.C.C. shall consist of three members elected by the buyers of lots in FOXBORO, each lot representing one vote. Members of the A.C.C. shall be filed in the Office of the Register of Deeds, Waukesha County.

6. SETBACKS, HEIGHT RESTRICTIONS AND BUILDING LOCATION. Setbacks shall be as regulated by the zoning ordinances of the City of Muskego. Height restrictions and locations of all structures shall also be as regulated by the zoning ordinances of the City of Muskego.

7. MINIMUM LIVING AREA. The minimum living area of dwellings constructed in FOXBORO shall be:

- a. One (1) story dwelling - 1,700 square feet minimum.
- b. One and one-half (1/2) story dwelling - 1,700 square feet minimum with a minimum of 1,200 square feet on first floor.

- c. Two (2) story dwelling - 2,200 square feet minimum with minimum of 1,100 square feet on first floor.
- d. Tri-level - 1,800 square feet minimum with a minimum of 1,300 square feet on the upper two levels.
- e. Bi-level - 1,800 square feet minimum with a minimum of 1,000 square feet on the upper level.
- f. No floor area below finished front yard grade shall be considered living area, except for e. above which shall be reviewed by the A.C.C..

8. SURFACE DRAINAGE AND HOUSE GRADE. A master surface drainage and house grade plan has been prepared by the OWNER designating the manner in which each lot shall drain in relation to all other lots in FOXBORO, and designating the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the OWNER and in the office of the City Engineer and Building Inspector in the City of Muskego. At the time a building permit is requested, the grade elevation of said dwelling shall be obtained from the Building Inspector and the dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the City of Muskego. Within 30 days after completion of a dwelling on any lot in FOXBORO, the owner of said dwelling shall grade the lot to conform to said drainage plan and from that time forward nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with the said plan.

9. GARAGES. All garages shall be built at the same time as the private dwelling and shall be large enough to accommodate a minimum of two cars. Absolutely no truck, boat, mobile home, or trailer of any kind may be parked on the premises outside of the garage other than for the delivery of materials or merchandise, except during construction or remodeling periods.

10. NUISANCES, CLEANLINESS AND OCCUPANCY. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the A.C.C. and an occupancy permit obtained from the City of Muskego.

11. COMPLETION OF CONSTRUCTION. All buildings shall be completed within one year from the date ground is broken for such building.

12. NO USED BUILDING MATERIALS. No used materials will be permitted in the construction of any building in this subdivision except such materials as reclaimed brick, which, in the opinion of the A.C.C. will enhance the appearance of the building of which they will become a part.

13. SWIMMING POOLS. Swimming pools are permitted.

14. LOT LINE FENCES. Lot line fences will be permitted, provided they are constructed of wood, decorative brick or stone or ornamental metal and the design thereof has been submitted to and approved by the A.C.C. in advance of construction thereof.

15. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one personal identification sign of professional quality displaying owner's name and/or address, connected to or in the vicinity of the lamppost of not more than one square foot in area or a sign of not more than five square feet in area advertising the property for sale or rent, or signs used by a building contractor or by the OWNER to advertise the property during the construction and sales period.

16. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock or poultry shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Outside kennels shall not be located in the setback areas.

17. LANDSCAPING, STREET TREES AND LAMPPOST. Lots shall be landscaped and seeded or sodded within one year after completion of a dwelling. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a hard surface drive, parking stand or turnabout consisting of concrete, asphalt or similar material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt, or similar material shall be installed within one year from the date the premises are completed. At least two trees, minimum caliper of three inches, shall be installed in the front yard lot at time of landscaping. Street trees shall be planted by the first owner subsequent to the DEVELOPER in accordance with Section 8.13 of the Muskego Land Division Ordinance and City of Muskego Plan Commission Resolution number P.C. 72-76 adopted June 15, 1976. In the event the first owner subsequent to the DEVELOPER does not complete the street tree planting as required, the DEVELOPER may install such trees and charge such owner the cost thereof. If the trees are not planted pursuant to the City's requirements, the City will plant the trees and assess the property owners accordingly. One electric lamppost with photo electric cell shall be installed by the first

owner subsequent to the DEVELOPER, at first owner's expense, where the driveway abuts the front lot line. The DEVELOPER shall provide, but not install, such lamppost to a lot owner at a cost not to exceed \$175.00 which will be charged to the Buyer on a settlement statement at the time of closing.

18. ENFORCEMENT. The restrictions and covenants contained herein may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same by any lot owner either to recover damages or to demand compliance, provided however, that no such actions shall be commenced after one year from the date on which the violation occurred.

19. UTILITY RESTRICTIONS. All telephone and electric service to any building on any lot shall be from the underground utilities system and no overhead service shall be provided or allowed. DEVELOPER reserves the right for a period of six months after the execution hereof, to grant easements to Wisconsin Electric Power Company and Wisconsin Bell, Inc., or their successors, for utility purposes over, upon, under or across all lots in this subdivision, whether owned by the DEVELOPER or third parties. Such easements shall, so far as is reasonably possible, be confined to areas within 20 feet of all lot lines and be granted on standard utility forms.

20. SATELLITE DISHES. Antennas and satellite receiver dishes shall be installed in accordance with the City of Muskego regulations except that no installation shall be allowed within setback areas or on rooftops. All said installations shall be screened from adjacent properties with landscape materials.

21. SEWER AND STORM DRAINAGE PIPES AND EASEMENTS. Sewer and storm drainage pipes have been installed in easements set forth in the plat of FOXBORO. The storm drainage pipes have been installed to provide surface water drainage to the rear yards of abutting lots. Nothing shall be done by anyone to prevent the proper functioning of either the sewer or storm drainage pipes.

22. TERM OF DEED RESTRICTIONS. This Declaration shall run with the land and shall be binding upon all persons claiming under the DEVELOPER 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 sixty percent (60%) of all lots subject hereto, for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewed term which next expires following the recording of such instrument or termination.

23. INVALIDITY. The invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

24. AMENDMENT. This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the lots in the subdivision, and, also, executed and approved by the OWNER so long as it owns any parcel or lot in said subdivision. Said Declaration shall become effective only upon due recording with the Office of the Register of Deeds for Waukesha County, Wisconsin.

25. CONFLICT. In the event of any conflict between these restrictions and the City of Muskego's zoning and building regulations, the stricter provisions shall apply.

26. CLEANUP. It shall be the responsibility of each lot owner to remove all debris caused by any and all construction work occurring on his lot and surrounding lots. This shall also apply to the City street(s) abutting said lot. Every construction site shall have a dumpster with lid. Notwithstanding the above, it shall be the responsibility of each lot owner to remove on a daily basis all loose debris so as to prevent such debris from being blown onto other lots or becoming an eyesore. Neatly maintained piles of lumber, concrete block, and other building materials shall not be considered to be debris. Should any owner fail to clean up debris as provided, the DEVELOPER may clean up such debris and charge the lot owner for the cost of such clean up plus \$100.00 per occurrence.

27. FOR SALE SIGN. A temporary sales sign is installed on Lot 1. It will be the responsibility of the OWNER to maintain the area surrounding the sales sign. The sign shall be removed by OWNER upon completion of sales.

28. ENTRANCE SIGN. A permanent entrance sign is installed on Lot 1. The owner of Lot 1 shall be responsible for general maintenance of the entrance sign. Should substantial repairs or maintenance be required on the entrance sign, the A.C.C. reserves the right to have repairs made and charge all owners of FOXBORO on an equal basis.

