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KNOW ALL MEN BY THESE PRESENTS that the undersigned,  
 being the owner of the property described as follows, to-wit:

HILLENDALE HEIGHTS, being a subdivision of,

All that part of the Southeast Quarter of Section 7 and  
 the Southwest Quarter of Section 8, Town 5 North, Range  
 20 East, Waukesha County, Wisconsin, bounded and described  
 as follows:

Commencing at the Southwest corner of said Section 8; thence  
 North 00 degrees 08 minutes West along the West line of said  
 Section, 1334.10 feet to the place of beginning of the parcel  
 hereinafter described; thence North 89 degrees 37 minutes  
 East, 2699.46 feet to the South Quarter line of Section 8;  
 thence North 00 degrees 13 minutes 25 seconds East along said  
 Quarter line, 826.74 feet; thence South 89 degrees 58 minutes  
 West, parallel to the West Quarter line of said Section,  
 1320.00 feet; thence North 00 degrees 13 minutes 25 seconds  
 East, 495.00 feet to said West Quarter line; thence South  
 89 degrees 58 minutes West along said Quarter line 170.68  
 feet to the center line of Hillendale Drive (Town Road);  
 thence South 47 degrees 21 minutes West along said center  
 line, 945.45 feet; thence continuing along said centerline  
 South 46 degrees 33 minutes West, 1023.75 feet; thence North  
 88 degrees 32 minutes East, 224.72 feet to the place of  
 beginning.

For the purpose of preserving the value of said property,  
 does hereby declare and provide that the entire subdivision shall  
 be subject to the following restrictions, covenants, and conditions  
 for a term of fifty (50) years from January 1, 1959, to-wit:

1. No lot shall be used for any purpose other than  
 residential purposes. No building shall be erected, altered, placed,  
 or permitted to remain on any lot other than one detached  
 single-family dwelling not to exceed two and one-half (2-1/2)  
 stories in height, or multi-level, and a private garage for not  
 more than two (2) cars.

2. No building shall be erected, placed or altered on  
 any lot until the construction plans and specifications and a plan  
 showing the location of the structure have been approved by the  
 architectural control committee as to quality of workmanship and  
 materials, harmony of external design with existing structures,  
 and as to location with respect to topography and finish grade

elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided hereinafter.

3. All dwellings erected in said subdivision shall have the following minimum requirements as to size: no dwelling shall be erected with an area of main structure, exclusive of porches, breezeways, and garages, less than 1200 sq. ft. for a one story building, or less than 900 sq. ft. for the first floor of a two story building.

4. All dwellings shall be located on lots in accordance with the requirements of the zoning ordinances so far as building setbacks from front lot lines, side lot lines, rear lot lines, and side street lines are concerned. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line.

5. 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.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or

other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. So long as the undersigned shall own any lots in the subdivision, the authority and functions of the Architectural Control Committee shall be lodged in and exercised by RUSSELL V. WATROUS. When the undersigned no longer owns any lots in the subdivision, the Architectural Control Committee consisting of three (3) members shall be elected by the owners of the lots in the subdivision, each lot representing one vote. Members of the committee shall serve for three (3) years or until their successors have been duly elected. Due notice of the election of such committee shall be filed in the office of the Register of Deeds

for Waukesha County, Wisconsin. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after duplicate plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as required by Paragraph 2 hereof only; all other provisions of these restrictions to have full force and effect. Action by said committee shall be final and conclusive as to persons then or thereafter owning lands in said subdivision.

12. The restrictions herein contained shall be deemed to be covenants running with the land and shall be binding on all parties and persons having an interest in the lands affected hereby for a period of fifty (50) years from January 1, 1959, after which time this declaration of restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the respective owners of a majority of the lots in said subdivision has been recorded changing said covenants in whole or in part or reducing the term.

13. The restrictions and covenants herein contained may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same, by any lot owner; provided, however, that no action shall be commenced to enforce such restrictions or restrain the violation thereof unless such action is commenced within one year after the completion of the building complained of. Invalidity of any of the covenants or restrictions herein contained by any judgment or court order shall in no wise affect any of the other provisions herein contained, which shall remain in full force and effect.

14. The exterior of any building or structure shall be completed and in final form within one year from the date of breaking ground. Such completion to include finish grading.

15. The front of each home shall be at least one-half masonry veneer.

16. Houses of identical or substantially identical exterior elevations shall not be built adjoining each other, nor directly across the street, nor shall the same exterior elevations be repeated in proximity to each other less remote than three (3) dwelling units.

17. Any of the foregoing restrictions, protections, covenants, conditions, charges or provisos, may be annulled, waived, changed, modified, or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the owners of at least seventy-five per cent (75%) of the lots in said subdivision, and with the consent of the undersigned, so long as it shall own any of said lots. Said declaration shall be executed as required by law to entitle it to be recorded, and it shall be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, before it shall be effective.

Dated at Milwaukee, Wisconsin, this 21 day of April, 1959.

Russell V. Watrous  
Russell V. Watrous

STATE OF WISCONSIN )  
                          ) SS.  
MILWAUKEE COUNTY )

Personally came before me, this 21 day of April, 1959, the above named Russell V. Watrous, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Thomas S. Sommers  
Thomas S. Sommers

Notary Public, Milwaukee County, Wis.  
My Commission Expires: Sept. 18, 1960.