

DECLARATION OF RESTRICTIONSJANESVILLE COURTEXHIBIT C*rd  
8cc*

This Declaration of Restrictions is made as of October 26, 1977, by Kastello Builders, Inc., the Developer for the Janesville Court Subdivision.

PRELIMINARY RECITALS

The Developer owns certain real estate in Muskego, Wisconsin (the "City") subdivided into four (4) single-family lots, with one outlet, which is known as Janesville Court (the "Subdivision"). The Developer desires to subject the Subdivision to the conditions, restrictions, covenants, reservations and easements set forth in this Declaration of Restrictions for the benefit of the Subdivision and the owners of it as a whole and for the benefit of each separate owner of any part of the Subdivision.

NOW, THEREFORE, the Developer hereby declares that the Subdivision (including the real property described in this Declaration of Restrictions and all buildings, improvements, easements and appurtenances) shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements set forth in this Declaration of Restrictions, which shall inure to the benefit of and pass with such property and each and every parcel thereof, and shall apply to and be binding upon any owner thereof and any successors in interest to such owner.

## ARTICLE I

GENERAL PURPOSE: PROPERTY SUBJECT TO THIS DECLARATION OF RESTRICTIONS

Section 1.01. General Purpose. The general purpose of this Declaration of Restrictions is to help assure that the Subdivision will become and remain an attractive community and toward that end to preserve and maintain the open spaces and recreational areas now in existence; and to protect owners of Lots against such use of surrounding Lots as will detract from the residential value of their property; to guard against the erection on Lots of poorly designed and proportioned dwellings and structures; to obtain harmonious

*Return - City of Muskego*

use of material and color schemes; to insure the highest and best residential development of the Subdivision consistent with the purposes for which it is platted; to encourage and secure the erection of attractive dwellings and structures on Lots with appropriate locations thereon; to maintain proper spatial relationship of dwellings and structures to other dwellings and structures and Lot lines.

Section 1.02. Property Subject to Declaration. The followings property is subject to this Declaration of Restrictions:

All that part of Government Lot 3, in the South West 1/4 of Section 9, in Township 5 North, Range 20 East, in the City of Muskego, described as follows: Commencing at the intersection of East line of said 1/4 Section and the center line of Janesville Plank Road, said point being 1721.40 feet North of the South East corner of said 1/4 Section; thence South 67° 45' West along the center line of said Road, 343.80 feet to the place of beginning of land to be described; thence North 25° 46' West 142.00 feet to a point; thence North 15° 10' West 277.70 feet to a point; thence North 33° 16' West 73.40 feet to a point on the shore of Little Muskego Lake, said point being 0.84 feet West of the West wall of concrete spillway at the Easterly overflow of said Lake; thence South 20° 21' West along the shore line of said Lake, 204.51 feet to a point; thence South 66° 33' West along said shore line of said Lake, 155.02 feet to a point; thence South 23° 32' East 228.70 feet to a point; thence North 54° 00' East 125.05 feet to a point; thence South 20° 45' East 132.00 feet to a point in the center line of said Janesville Plank Road; thence North 67° 45' East along the center line of said road, 157.75 feet to the place of beginning.

## ARTICLE II

### DEFINITIONS OF TERMS

Section 2.01. Approving Agent. The "Approving Agent" means the person or persons designated in the By-Laws or in the manner specified in such By-Laws, as the person or persons whose approval must be obtained when required under the provisions of this Declaration of Restrictions. Until the Developer has sold all the Lots in the Subdivision, the Approving Agent named in the By-Laws is Paul D. Kastello of South 74 West 25735 Hi-Lo Drive, Waukesha, Wisconsin 53186.

The written approval shall be sufficient approval required by this document.

306 1164

Section 2.02. Dwelling. "Dwelling" means a building which is intended to be used for, and is in fact used for, residential living purposes of a single family.

Section 2.03. Single Family. "Single Family" means one or more than one person living, sleeping, cooking or eating in a dwelling as a single housekeeping group, but does not include a group or groups of persons where three or more persons of such group or groups are not household employees or related by blood, adoption or marriage.

Section 2.04. Lot. "Lot" means a lot in the Sub-division platted for residential development (Lots 1 through 4), but does not include any platted pedestrian walkways, common areas, or outlots.

### ARTICLE III

#### USE OF LOTS AND SIMILAR MATTERS

Section 3.01. Architectural Control. All dwellings shall be designed by a registered architect, a professional engineer experienced in home design, or an equally qualified individual or firm. No dwelling, wall, fence or other structure shall be erected, placed, or altered on any Lot until the building plans, specifications and plat of survey showing the location thereof has been approved in writing by the Approving Agent as to quality, materials, harmony of external design and colors with existing or planned dwellings; as to location with respect to typography, set backs, finished grade elevations, driveways and plantings, and as to compliance with all applicable restrictions contained in this Declaration of Restrictions. The Approving Agent shall have the exclusive right to determine whether the restrictions and requirements of this Article III are or will be fulfilled by any proposed construction of a dwelling on any Lot. A Lot owner shall obtain the written approval of the Approving Agent, prior to commencement of construction, that the proposed construction fulfills the requirements of this Article and is not in violation of any of the restrictions of this Article. Any approval or disapproval by such Agent shall be binding, final and conclusive. Upon approval by the Approving Agent, and upon receipt of all necessary municipal or other governmental approvals, consents and

permits, construction may be commenced by the Lot owner. In the event that the Approving Agent fails to act upon any matter duly submitted for his approval within 30 days after such submission, such Agent's approval shall be deemed to have been denied. In the event that the Approving Agent's written approval is obtained, no rights shall exist to enforce any covenants contained in this Declaration of Restrictions insofar as there is any immaterial deviation from the restrictions contained in this Article.

Section 3.02. Single Family Lots; Minimum Living Areas. No Lot within the Subdivision shall be used except for single-family residential purposes. No dwelling shall be erected, altered, placed, or permitted to remain, on any Lot other than one detached, single-family dwelling, not exceeding 2-1/2 stories in height, and attached garage for at least one but no more than 2-1/2 cars, and other out-buildings incidental to the residential use of the Lot. The minimum living area of each single-family dwelling shall be either a:

- (i) One story dwelling containing no less than 1,400 square feet on the first floor;
- (ii) One and one-half or two story dwelling, with no less than 1,000 square feet on the first floor, and no less than 1,600 feet in total; or
- (iii) Tri-level dwelling with no less than 1,400 square feet in total on the two highest levels.

Section 3.03. Dwelling Location. No dwelling, excluding eaves, steps, and open porches, and no garage, shall be located on any Lot other than that which meets the City Code setback requirements. The appurtenances which are excluded from the setback requirements of the preceding sentence (eaves, steps and open porches), shall be located so as not to encroach upon any other Lot to the extent that such appurtenances are located outside of the dwelling setback lines, and the City Building Inspector shall determine the extent, if any, to which such appurtenances shall be set back from the Lot lines.

Section 3.04. Garages. All dwellings shall be designed and constructed with attached garages for the onsite storage of at least one but not more than 2-1/2 cars. NO DETACHED GARAGES ARE PERMITTED. Each garage shall be connected to a street by a properly surfaced driveway, shall be located within the building setback line as established under section 3.03 of this Declaration of Restrictions, shall harmonize with the dwelling as to design, materials and finished floor elevations,

and shall be a part of or attached to the dwelling. All driveways shall be constructed of bituminous concrete or cement concrete and no other construction method shall be allowed. All driveways shall be completed within one year of date of occupancy.

Section 3.05. Ground Fill and Excavation Earth. If it is necessary to place ground fill on a Lot to obtain the proper topography for finished ground elevation, such ground fill shall be free of waste materials and shall not contain noxious materials that will give off odors of any kind. All ground fill material shall be leveled immediately upon completion of the dwelling. Any excess excavation earth shall be removed from the Lot and deposited at a proper dumping site.

Section 3.06. Plat of Survey. It shall be the responsibility of each owner of a Lot in the Subdivision to procure, prior to the commencement of construction and at his cost and expense, a plat of survey prepared by a land surveyor registered in the State of Wisconsin, showing the proposed location of all dwellings and other structures to be constructed on the Lot. The plat of survey shall further disclose the existing and approved final grade at all Lot corners, and the existing and approved final grade at the dwelling.

Section 3.07. Lot Grade. All grading of each Lot in the Subdivision shall be properly sloped, installed and maintained to the indicated elevation shown on the approved master grading plan. (The master grading plan is on file with the Approving Agent and available for inspection by a Lot owner or his authorized agent during normal business hours.) Any acceptable variance from the proposed grade shall be valid only when approved in writing by the Approving Agent.

Section 3.08. Nuisances. No noxious odors shall be permitted to escape from any dwelling, other structure or from the Lot, and no activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any Lot.

Section 3.09. Temporary and Certain Other Structures. No structure of a temporary character, tent, shack, modular home, prebuilt home, sectional home or double-wide home, or other similar outbuilding, shall be permitted to exist on any Lot at any time, either temporarily or permanently.

Section 3.10. Signs. No sign of any kind shall be displayed in public view on any Lot, except one sign of not more than five square feet advertising the property for sale.

or a sign used to advertise property during the construction and development of the Subdivision. All signs shall be located within the building setback lines as set forth in this Declaration of Restrictions.

Section 3.11. Restriction on Animals, Etc. No animals, livestock, or poultry of any kind, shall be raised, bred or kept for any commercial purpose, or allowed to annoy neighbors.

Section 3.12. Sewage Disposal and Water Systems. Each dwelling in the Subdivision shall be connected to the municipal sewage disposal system.

Section 3.13. Garbage and Refuse Disposal. 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 refuse shall be kept in a clean and sanitary condition.

Section 3.14. Utility Wires. All exterior surface and utility wiring, including surface drops to 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 the Declaration of Restrictions.

Section 3.15. Building Materials and Roof Colors. Every dwelling and other building erected in the Subdivision shall have all exterior exposed wall surfaces constructed of veneers of either stone, brick, or masonry, or siding of wood or metal, or any combination of the foregoing materials.

Section 3.16. Sodding and Lawn Maintenance. The owner of each Lot (other than the Developer) shall promptly upon completion of construction of the dwelling on the Lot, seed or sod the Lot to the boundaries of the Lot lines. Each owner of a Lot shall cut his grass periodically to a reasonable height.

The Developer will be responsible for all landscaping shown on the Landscape Plan approved by the Plan Commission.

The owner of each lot will be responsible for at least five trees planted along the driveway or lot lines, place proportionally so as to enhance the natural setting of each individual lot.

#### ARTICLE IV

#### MISCELLANEOUS

Section 4.01. Term of Declaration of Restrictions. The conditions, restrictions, covenants, reservations and easements contained in this Declaration of Restrictions shall run with the land and be binding upon all persons claiming under the Developer for a period of one (1) year from date of occupancy.

Section 4.02. Amendment. This Declaration of Restrictions may be amended at any time and in any respect by the recording of an instrument executed as follows:

(a) So long as the Developer owns any Lots in the Subdivision, an instrument of amendment shall be executed by the Developer and the owners of at least 60% of the Lots not owned by the Developer; thereafter, such instrument of amendment shall be executed by the owners of at least 75% in the Subdivision.

Section 4.03. Severability. Invalidity of any one or more of the covenants and provisions or parts of this Declaration of Restrictions shall in no way affect the validity or enforceability of any other provision of this Declaration of Restrictions, and the remainder hereof not declared invalid or unenforceable shall remain in full force and effect.

IN WITNESS WHEREOF, THE DEVELOPER HAS EXECUTED THIS instrument on the date first written above.

ATTEST:

JANESVILLE COURT SUBDIVISION  
by Kastello Builders, Inc.

Marcella Kastello, V.P.  
Marcella Kastello, Vice Pres.

By Roger Kastello, Pres.  
Roger E. Kastello, President

STATE OF WISCONSIN     )  
  )     ss.  
WAUKESHA COUNTY        )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of Oct, 1977 by Roger F. Kastello, President, and Marcella Kastello, Vice President, Developer of the Janesville Court Subdivision, to me known to be the persons who executed the foregoing instrument and who acknowledged that they executed the same as their own free act and deed.

June E. Eger  
Notary Public, Waukesha County, Wis.

1052975

REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS.  
RECORDED ON

1978 JUN 21 AM 11:38

REEL 306 PAGE 1162

Michael Handinger  
REGISTER OF DEEDS