

# LAKE POINT ESTATES

## Declaration of Building Restrictions & Covenants

1. All lots in Lake Point Estates are restricted to the erection of, one story, one and one half, tri-level or two story single family homes.
2. Square footage minimum:

One story	1500 square feet.
One and one-half stories	1850 square feet, 1000 square feet on then the first floor.
Tri- level	1850 square feet, 1200 square feet of living area on the two main living areas.
Two story	1900 square feet, 1000 square feet on the first floor.
3. The minimum set back is 40 feet abutting the street right-of-way. The side yard offsets are 15 feet on one side, 20 feet on the other side. Corner lots require a ~~15~~<sup>40</sup> foot setback to adjacent street.
4. All homes built within the development shall have exterior elevations made from natural materials such as brick or cedar or high grade aluminum wood grain sidings. All exterior finishes are subject to approval by the developers. There shall be no vinyl siding of any kind allowed on any structure in the development.
5. All homes are required to meet the approval of the developers of Lake Point Estates prior to the application of a building permit.
6. There shall be no out-buildings or storage sheds of any kind allowed on any lot within the development, without approval of the developer, or subdivision Architectural Control Board.
7. All homes are required to have an attached two car garage and be a minimum of 400 square feet. The garage must be attached directly to the home or by breezeway. The maximum square footage of any garage shall be no more than 900 square feet.
8. There shall be no outside storage of busses, trucks, or other items deemed unsightly by the developer. Recreational vehicles and boats may be stored on the property, but must be no nearer to the street than the furthestmost projection of the dwelling. A parking area for the boat must be provided and the area must be a hard surface area of concrete, pavers brick or asphalt. The parking area cannot extend beyond 20 feet from the homes foundation.
9. Only Traditional, Early American, French Provincial, English Tudor, or Williamsburg designs will be permitted by the developer in their architectural control. Each home built within the development shall have the approval of the developer in writing prior to the application of a building permit.
10. There shall be installed in a style and location, determined by the developer, one outdoor lamppost with a photoelectric control. The lamppost will be approved by the developer, installed and maintained by the homeowner.
11. All buyers will be required to plant at least 3 shade trees within 1 year of closing date. Placement, type and size of trees must conform to City of Muskego Standards.
12. The developer shall maintain control of architectural approval through the sale of the final lot, and reserves the right to make adjustments to these restrictions as they may deem necessary.

# LAKE POINT ESTATES WEST

## Declaration of Building Restrictions & Covenants

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, Michael J. Kaerek, officer of Kaerek Builders, Inc. and hereinafter known as "THE DEVELOPERS" and being the owner of property known as Lake Point Estates West, being a subdivision of all that part of the Southwest One-quarter (1/4) of Section Ten (10), Township Five (5) North, Range Twenty (20) East, in the City of Muskego, Waukesha County, Wisconsin.

1. GENERAL PURPOSE: 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 guard against the erection thereon of poorly designed or proportioned structures; to obtain a harmonious use of material and color schemes; 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 secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provided adequately for high type and quality of improvement in said property, and thereby to preserve and enhance the value of investments made by purchasers of building sites therein.

2. HOUSE DESIGN AND CONSTRUCTION TIME, OFFSETS, SETBACKS:

A. No lot shall be used for other than single family residential purposes. All structures shall be designed by a person experienced in residential design or a professional engineer or architect. Only Traditional, Early American, French Provincial, English Tudor, or Williamsburg designs will be permitted by the developer in their architectural control. Each home built within the development shall have the approval of the developer in writing prior to the application of a building permit. All buildings shall be completed within the allotted time set by the city of Muskego in its Ordinances, or within the period of one (1) year from the start of construction, whichever period shall be shorter.

B. The size and heights of the building shall be as follows: No dwelling shall exceed two and one-half (2 1/2) stories in height. The minimum building area exclusive of porches, bays, patios, breeze-ways and similar additions shall not be less than the following schedule;

One story	1500 square feet.
One and one-half stories	1850 square feet, 1000 square feet on then the first floor.
Tri- level	1850 square feet, 1200 square feet of living area on the two main living areas.
Two story	1900 square feet, 1000 square feet on the first floor.

The above square footage minimum requirements reflect actual living area. Each dwelling shall have a minimum of one and one-half (1 1/2) baths. All homes are required to have an attached two car garage and be a minimum of 400 square feet. The garage must be attached directly to the home or by breezeway. The maximum square footage of any garage shall be no more than 900 square feet. All residences shall have full basements with the exception of Tri-level or Bi-level homes.

C. The minimum set back is 40 feet abutting any street right-of-way. The side yard offsets are 15 feet on one side, 20 feet on the other side.

D. All homes built within the development shall have exterior elevations made from natural materials such as brick or cedar or high grade aluminum wood grain sidings. All exterior finishes are subject to approval by the developers. There shall be no vinyl siding of any kind allowed on any structure in the development.

E. There shall be no outside storage of busses, trucks, or other items deemed unsightly by the developer. Recreational vehicles and boats may be stored on the property, but must be no nearer to the street than the furthestmost projection of the dwelling. A parking area for the recreational vehicle or boat must be provided and the area must be a hard surface area of concrete, pavers brick or asphalt. The parking area cannot extend beyond 20 feet from the homes foundation.

3. UNSIGHTLY CONDITIONS:

No structure of any kind shall be moved onto any lot and no living quarters of temporary character shall be permitted at any time, it being the intention that only permanent private dwellings and garages shall be permitted. No lot shall be used in whole or in part for the storage of rubbish or building materials (except during periods of construction). No materials shall be kept which cause excess noise or emits foul or obnoxious odors.

4. UTILITIES & EASEMENTS:

All electric, gas, telephone and cable television lines shall be placed underground. The lots subject to these restrictions shall be subject to any easements granted or hereafter to be granted by the undersigned or its successors and assigns, the City of Muskego and easements granted or hereafter to be granted for the erection and maintenance of electric power lines and telephone lines, gas or other utilities upon, under and over portions of any lot. The undersigned does hereby reserve for itself and its successors and assigns and for the benefit of the City of Muskego and public or semi-public utility companies, the easements and rights of way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity for lighting, telephone and for other purposes, and for the placing of the necessary attachments in connection therewith for public and private sewers, storm water drains, gas mains, water pipes and mains, and other similar services, and for performing any public or quasi-public utility or function which they or the City of Muskego may deem fit and proper for the improvement and benefit of the subject lots. Such easements and rights-of-way shall be confined, so far as possible, in the area within ten feet of all lot lines, with the necessary right to do whatever may be necessary to carry out the purposes for which this easement is created. Maintenance of easements and ditches is the responsibility of the property owner.

5. PETS ETC.:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except not more than two dogs, two cats, or other small household pets are permitted provided that they are not maintained for commercial purposes.

6. ARCHITECTURAL CONTROL:

A. The undersigned reserves the right to restrict and/or set finished yard grades of all buildings, pools, fences or other structures to be erected or constructed. Yard grades shall not vary from the yard grades on file with the City of Muskego Building Inspector unless said changes are approved in writing by the City Building Inspector and the undersigned. All excess dirt from excavations shall be deposited in such places within the subdivision as directed by the developer. Excess dirt not used by the developer shall be removed from the site at the expense of the buyer.

B. In order to maintain harmony in appearance and to protect the owners of the lots in the subdivision, no building or other structure shall be erected, constructed or maintained upon any lot, nor shall any substantial change or alteration be made to existing structures, unless the complete plans and specifications thereof shall have been approved in writing by the undersigned or its designated representatives, who will act as the Architectural Control Committee. When approved, all nonattached structures must be constructed substantially similar in style, colors, materials and roof pitches as the main structure.

C. The decisions of such committee with respect to such matters shall be final and binding upon all parties. The committee shall have the rights 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 aesthetically, or for any other reasons. In passing upon such plans and specifications, the committee may take into consideration the suitability of the proposed building or other structures, 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 and binding. The committee shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship.

D. Their shall be installed in a style and location, determined by the developer, one outdoor lamppost with a photoelectric control. The lamppost will be approved by the developer, installed and maintained by the homeowner.

E. Neither the undersigned nor 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 sellers, its successors or assigns, then a successor to such member of the committee shall be appointed in writing by the undersigned or its successors or assigns. When all the unimproved lots in the subdivision have been sold by the undersigned, or its successors or assigns, the committee shall thereafter consist of three (3) persons, who shall be elected by a majority of the owners of the improved lots in the subdivision.

#### 7. RESTRICTIONS-DUTY TO DISCLOSE-COMPLIANCE:

These restrictions shall be deemed and construed to run with the land and shall be binding upon all of the respective purchasers of each of the said lots and upon all persons holding or claiming through them. The present buyer, and the successive buyers of said property assume all responsibility for making known the contents of this document to any further prospective buyers in the event of selling said property. Upon violation of any one or more of these restrictions by any person or entity, any owner of any lot in LAKE POINT ESTATES WEST shall have the right, but not the obligation, to proceed at law against the person or person so violating and is entitled to both equitable and legal relief. Invalidation of any one 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 not so validated shall remain in full force and effect. Any violation of these restrictions which shall exist for a period of one (1) year without written protest thereof being received by the owner of the lot involved, shall be considered as no longer being in violation.

#### 8. LANDSCAPE ARCHITECTURAL CONTROL:

A. All landscaping must be completed within one (1) year after the completion of the residence. Said landscaping must include a hard surfaced drive and a seeded or sodded lawn. No permanent gravel drive will be permitted. The hard surfaced drive with concrete or asphalt or similar material must be installed within one (1) year from the date the premises are occupied upon completion of construction. Developers have selected and approved an electric lamp and post, with photo electric cell, which the lot buyer or his representative shall purchase and install. The cost of the lamp and post to be paid by the purchasers at the time of closing. The lamp and post must be permanently installed in a location approved by the architectural control committee and in operating condition before occupancy of premises is taken by owner.

B. All buyers will be required to maintain three shade trees on each lot in the subdivision. Cost of trees, in the amount of \$300. will be charged each original buyer at closing. Placement, type and size of trees must conform to City of Muskego Standards. Buyer accepts all required maintenance of trees after installation.

C. During initial new home construction buyers are required to deposit with Developer the sum of \$300.00 as a street bond. (Bond will be deposited to bank account of Michael J. Kaerek, Real Estate Trust). Bond will be forfeited if buyers, or buyers' building contractor fails to keep streets clean and free of dirt and/or mud, or does not adequately keep construction debris in check. This construction bond will be forfeited upon 48 hour written or verbal notice developer or immediately if so directed by the City of Muskego, the County of Waukesha, the State of Wisconsin or its agents or any governing law enforcement official. In addition, upon excavation of home, lot owner or their builder will install at least 1 load of 2" stone as a temporary drive. Immediately after backfilling, lot owner will seed and mulch lot as per Wisconsin Department of Natural Resources and City of Muskego Standards so as to prevent erosion. Unused bonds will be refunded to buyers within 15 days of receipt of copy of occupancy permit. Bond requirement is waived if the home is being built by Kaerek Builders, Inc.

9. SURFACE WATER DRAINAGE

Each lot owner must strictly adhere to, and finish grade his lot in accordance with the master grading plan on file in the Office of the Developer or the Office of the City Building Inspector. The Developer and/or the City Building Inspector shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance and correction of any drainage condition.

10. SUBDIVISION ENTRY SIGN:

If developer so elects, decorative, landscaped subdivision entry sign(s) may be erected by Developer. Sign(s) if erected, will be located at Developer discretion, as near to the lot line as possible. Said sign shall remain the property of the entire subdivision and future maintenance of said sign shall be the responsibility of all property owners within the Subdivision.

11. MODIFICATION OF RESTRICTIONS:

These restrictions may be changed, modified and amended 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 lot and upon all persons holding or claiming under or through them.

This Declaration shall be binding upon, and inure to the benefit of the Developer, its successors and assigns, and all persons, parties or entitles which now are or may hereafter become owners of any lot, and their respective legal representatives, heirs, successors and assigns.

In witness whereof, KAEREK BUILDERS, INC. has caused these presents to be signed by Michael J. Kaerek, President, at Milwaukee, Wisconsin this \_\_\_\_\_ day of October, 1991.

KAEREK BUILDERS, INC.

Michael J. Kaerek  
Michael J. Kaerek, President

STATE OF WISCONSIN  
MILWAUKEE, COUNTY

Personally came before me this 23<sup>RD</sup> day of October, 1991, the above named Michael J. Kaerek, President, of KAEREK BUILDERS, INC., known to me personally as the persons who executed the forgoing instrument and acknowledged the same.

Frederick W. Bonney  
Notary Public  
State of Wisconsin  
My commission expires 10-23-94

This instrument was drafted by James A. Kirk

