

Lots 7, 8, 11, 12, 13

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, DEVELOPER, is the owner of the following described real estate located in the City of Muskego, Waukesha County, Wisconsin:

Being a part of the NW 1/4 of Section 12, T 5 N, R 20 E, in the City of Muskego, Waukesha County, Wisconsin.

WHEREAS, the holder of a mortgage covering said land afore described, MORTGAGEE, does hereby approve of and join in and consent to the covenants and restrictions as herein contained.

NOW THEREFORE, the following restrictions upon the lots contained in the Subdivision after the recording of this declaration shall be deemed applicable:

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 harmonious use of material and color schemes; to insure the highest and best residential development of said property; to incur 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 street and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement on said property, and thereby to preserve and enhance the value of investments made by purchasers of building sites therein.

All lots in the Subdivision shall be subject to all ordinances, zoning laws and other restrictions of the City of Muskego, Waukesha County, and the State of Wisconsin, applicable thereto and in addition to the following reservations and conditions for a term of twenty-five (25) years from date of recording hereof:

Lots are zoned RS-2 and must meet all city ordinances, except--lots may not be re-divided.

1. No building structure shall be erected, constructed or maintained on any lot in the Subdivision excepting only as a private single family dwelling designed for and adapted for the occupancy of not more than one (1) family, with private garage and other auxiliary buildings.

2. No dwelling, garage or auxiliary building shall exceed two and one-half (2 1/2) stories in height. The ground area within the perimeter of the buildings at grade exclusive of porches, garages, base, patios, breezeways, and similar additions shall not be less than eighteen hundred (1800) square feet for a one (1) story dwelling, nor less than twelve hundred (1200) square feet for a dwelling of more than one (1) story. 2

3. What constitutes a two (2) story or a one and one-half (1 1/2) story dwelling shall be determined by the "Architectural Control Committee" in its sole discretion. All buildings shall be completed within one (1) year from the date ground is broken for each building unless a further extension of time is given by the "Architectural Control Committee".

- A. One (1) story dwelling...1850 Square Feet, Minimum
- B. One and one-half (1 1/2) story dwelling...2000 Square Feet minimum with a minimum of 1400 Square Feet on first floor.
- C. Two (2) story dwelling...2000 Square Feet minimum with a minimum of 1200 Square Feet on first floor.
- D. Split Level...2000 Square Feet, minimum with a minimum of 1200 Square Feet on the upper two levels.
- E. Bi-Level...2400 Square Feet minimum with a minimum of 1200 Square Feet on the upper level.

Above square footage minimum requirements reflect actual living area.

4. Each dwelling shall have a minimum of one and one-half (1 1/2) baths. No garage shall be smaller than two cars in size or larger than 3 1/2 cars in size and shall be either an integral part of the dwelling or connected by a porch or breeze-way to the dwelling.

5. 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.

6. All electric, gas and telephone lines shall be placed underground.

7. Animal restrictions are as follows: a maximum of two (2) horses which must be kept in a two stall enclosure and fenced in at the rear of the property; a maximum of two (2) dogs which

must be chained or kenneled when not indoors; a maximum of two (2) cats; City ordinances regarding animals and outbuildings for storage and animal shelter must conform to city ordinances except as follows; they must be kept a minimum of sixty (60) ft. from all lot lines and must be located to the rear of the property.

8. The respective lots of the Subdivision shall be subject to any easements granted or hereafter to be granted by the undersigned or its successors and assigns to 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 Subdivision. Such easements and rights-of-way shall be confined, so far as possible, in the area within ten (10) feet of all lot lines, with the necessary right to ingress and egress therefrom and with the right to do whatever may be necessary to carry out the purposes for which this easement is created.

9. The natural established grade of said lots, as determined by the "Architectural Control Committee" shall not be changed or altered in any way by the purchasers. All dirt from excavations on any lot which is not used on the premises shall be deposited in such a place in the Subdivision as may be directed by the "Architectural Control Committee".

No action shall be permitted which may damage or interfere with the established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage in the drainage channel. The slope of each lot shall be maintained by the purchaser of the lot.

10. No building or attached appurtenances or garage shall be located on any lot nearer the front lot line, or nearer to the side street line, or nearer to the side line of an adjoining lot, or nearer to a rear lot line than the minimum setback therefor as provided in applicable City of Muskego zoning ordinances or an hereafter established from time to time by the "Architectural Control Committee".

11. In order to maintain harmony in appearance and for the protection of the owners of the subject lots, no building, fence, sign, wall or other structure shall be erected or maintained upon any lot, nor shall a change or alteration be made thereon unless the complete plans and specifications therefor, plot plan (said plot plan to be prepared by Metropolitan Survey Service Inc., its successors, or a surveyor designated by the "Architectural Control Committee") showing the exact location of such building, garage, fence, wall, or other structure, elevation thereof and the grade of the lot and a sketch or view of such building or structure or changes, shall have been submitted by and approved in writing by a committee of three (3) members designated and appointed by the undersigned or its successors and assigns as herein provided, said committee being referred to as the "Architectural Control Committee". The decision of the "Architectural Control Committee" with respect to any such matter shall be final and binding upon all parties. The "Architectural Control Committee" shall have the right to refuse to approve any such plans 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 esthetic or any other reason. In passing upon such plans and specifications, the "Architectural Control Committee" may take into consideration the suitability of the proposed building or other structure, design, elevation and the materials of which it is or is to be constructed on the proposed site; the harmony thereof with the surrounding buildings and the view or outlook from the adjacent property. All decisions of the "Architectural Control Committee" on said matter shall be final. The "Architectural Control Committee" shall have the right to waive minor infractions of deviations from these restrictions in cases of hardship. Every such approval shall be based upon the promise and commitment of the owner of the lot seeking, to seed or sod and landscape said lot in a manner in keeping and harmony with the adjacent and neighboring properties within 18 months after date of occupancy permit. The "Architectural Control Committee" may from time to time, in its discretion, require greater setbacks than those required by this declaration.

The Architectural Control Committee 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 plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

The original Architectural Control Committee shall be

composed of Lynn Kurer, Todd Bushberger and Wayne Bushberger. A majority of the "Architectural Control Committee" may designate a representative to act for it. In the event of death or resignation of a member of the "Architectural Control Committee", the remaining members shall have full authority to designate a successor. In the event of the death or resignation or refusal to act of any of the members of the "Architectural Control Committee" while any unimproved lot remains unsold by the undersigned or its successors or assigns, then their respective successors to the committee shall be appointed in writing by the undersigned or its successors or assignees. When all the unimproved lots in the Subdivision have been sold by the undersigned, or its successors or assignees, the Architectural Control Committee shall thereafter cease to exist and the power granted to the Architectural Control Committee shall expire.

12. A landscape plan showing the tentative proposed development of each lot shall be submitted to the Architectural Control Committee for approval together with the plans for the proposed home and improvements to be built thereon. Provision for adequate surface drainage, and no less than twenty (20%) per cent of the proposed plant material be volume shown on the approved landscape plan shall be installed within six (6) months after the landscape plan has been approved by the Architectural Control Committee.

Landscaping the front (visible) portion of the lots must be completed within 18 months from date of occupancy permit. Said landscaping must include a hard surfaced drive. No permanent gravel drive will be permitted with the exception of access to a garden shed or similar type outbuilding, between the back of the residence and said structure. The hard surface drive with concrete asphalt or similar material must be installed within 18 months from the date of occupancy of permit.

13. No lot shall be used in whole or in part for the storage of rubbish or building materials 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 omit 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.

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 be considered a violation thereafter. These restrictions may be changed, modified and amended at any time by written declaration,

executed to permit the recording thereof in the office of the Register of Deeds, setting forth such change, modification or amendments, that the Architectural Control Committee and DEVELOPERS, so long as it shall own any lot in said Subdivision, said declaration shall be executed as required by law so as to entitle it to be recorded and it shall be recorded in the office of the Register of Deeds, Waukesha County, Wisconsin, before it shall be effective. These restrictions shall be deemed and construed to run with the land and shall be binding upon the respective owners of each of the 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, or by any person or persons holding under them, then, and upon the happening thereof, any person or persons owning any lot or lots in the Subdivision or any member of the "Architectural Control 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 restriction, and shall be entitled to both equitable and legal relief.

15. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise 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.

16. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any lot in the Subdivision.

*NOTE: These restrictions are to insure the best and most appropriate development for all land owners. (See General Purpose page 1).

Dated this _____ day of _____, 19__.

Lynn Kurer

Wayne Bushberger

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 COUNTY)

Personally came before me this _____ day of _____,
19__ the above named Lynn Kurer and Wayne Bushberger to me known
to be the persons who executed the foregoing instrument and
acknowledge the same.

Notary Public _____ County,
Wis. My Commission is permanent, if
not, expires: _____

This instrument was drafted by
Peter D. Lentz