

DEED RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Frank E. Narlock and Margaret C. Narlock, hereinafter known as "Owners", being the owners of the property known as

LAKEVIEW HILLS, being a subdivision of a part of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 8, Town 5 North, Range 20 East, City of Muskego, State of Wisconsin.

In order to develop the above described property as a residential district of high quality and character, it is hereby declared and provided that the said property shall be subject to the following covenants and restrictions:

LOT USE

All of said lots are designated as single family dwelling lots. No such lots may be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than a one-family dwelling house, not more than two stories in height, and in addition thereto, on each such lot, a private attached garage not larger than for three (3) cars.

DWELLING COST, QUALITY AND SIZE  
AND TIME FOR COMPLETION

No dwelling shall be permitted on any lot at a cost of less than Twenty-five Thousand Dollars (\$25,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials

substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. All residences shall contain at least Sixteen Hundred (1600) square feet of living space, as defined in the City of Muskego Zoning Ordinance, adopted October 15, 1963 and as amended October 15, 1967, except that in no case shall the reduction in floor area below the 1600 foot minimum be permitted by any present or future governmental commission or appeal board.

It is the intent that all of the dwellings shall, when erected, have a garage attached directly to the main building. Computations of the area of main structure shall be exclusive of porches, breezeways and garages. Any construction commenced shall be completed within a one-year period and shall be ready for occupancy within that period.

All structures shall be designed by a registered architect or professional engineer or designer experienced in residential construction.

**ARCHITECTURAL CONTROL:**

No building, main or accessory 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 employment and quality of material, harmony of exterior design with existing structures, and as to location on the lot, front and side setbacks and as to topography and finish grade elevations. No fence or wall shall be

erected, placed or located on any lot unless similarly approved.

Swimming pools shall also be approved by the Architectural Control Committed as to size and construction.

So long as the subdividers shall own any lots in the subdivision, or any land, the authority and functions of the Architectural Control Committee shall be lodged in Frank E. Narlock and Margaret C. Narlock, his wife and the members selected by Frank E. Narlock and Margaret C. Narlock, his wife. When the subdividers no longer own any lots in the subdivision or abutting land, the Architectural Control Committee consisting of three 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 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.

The Committee's approval or disapproval in these covenants shall be in writing. In the event the Committee, its designated representatives, 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 the preceeding paragraphs 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.

**HEIGHTH OF GRADE:**

Neither grantee nor any person or persons claiming under him shall or will at any time raise the grade of any lot herein conveyed above the grade established, or to be established by grantor.

## MISCELLANEOUS:

No lot as shown on the recorded plat of subdivision may be subdivided into a smaller lot for building purposes.

## EASEMENTS:

Easements for drainage facilities are reserved over the rear ten (10) feet of each lot. Easements for installation and maintenance of utilities are reserved in accordance with the schedule attached hereto and marked as Page "4a". Such easements shall be for the installation and maintenance of utilities, and control of the direction of the flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continually by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

As to Lot number 3, an easement for drainage purposes is retained across the North ten (10) feet of the South twenty-five (25) feet of such lot, extending two hundred twenty (220) feet East of the West line of Lot 3. In such easement area a drainage swale shall be allowed to exist a maximum of ten (10) feet in diameter with a maximum depth of one (1) foot. Such easement for drainage purposes shall be maintained by the owner of Lot 3.

## NUISANCES:

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.

## SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one sign identifying the property or the owner,

## EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES:

The following areas are reserved for the installation and maintenance of utilities:

The easterly 10 feet and northerly 10 feet of Lot 1, the northwesterly 10 feet of Lot 2, the northwesterly 6 feet of Lot 3, the easterly 12 feet and southerly 4 feet of Lot 4, the northerly 4 feet, easterly 12 feet, and southeasterly 6 feet of Lot 5, the southeasterly 6 feet of Lots 6 and 7, the southerly 12 feet of Lots 8 through 11, the southerly 12 feet and westerly 12 feet of Lot 12, the westerly 12 feet and northerly 4 feet of Lot 13, the northerly 4 feet of Lot 14, the southerly 4 feet and westerly 12 feet of Lot 15, the westerly 12 feet of Lot 16, the northeasterly 12 feet of Lot 17 and easterly 12 feet of Lot 18, the easterly 12 feet and southerly 4 feet of Lot 19, the northerly 4 feet of Lots 20 through 22, and the southerly 4 feet of Lot 23; also upon, over, across, within and beneath Ridge Road abutting Lot 12 and Lot 13, Lots 4 and 5 and Lots 22 and 23, and Lakeview Drive abutting Lots 14 and 15, and Lots 19 and 20, all being in the plat of LAKEVIEW HILLS, being a subdivision of a part of the Northwest one-quarter (NW $\frac{1}{4}$ ) and Southwest one-quarter (SW $\frac{1}{4}$ ) of Section Eight (8), Township Five (5) North, Range Twenty (20) East, City of Muskego, Waukesha County, Wisconsin; also the right to construct, install, operate, maintain and replace electric pad-mounted transformers, together with concrete slabs, secondary power pedestals and other necessary and usual appurtenant equipment, all for the aforesaid purposes, in the above described easement area.

of not more than two (2) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or any size signs used by a builder to advertise the property during the construction and sales period.

LIVESTOCK AND POULTRY:

No animals, including but not limited to pigeons, horses, cows, hogs, goats, poultry, or similar animals 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 purposes.

GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. Such substances shall be kept 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.

UTILITY RESTRICTION:

All lots in said subdivision will be provided electric service by means of underground installations only and that no homes on said lots will be serviced by the use of a secondary overhead service wires. All costs and expenses involved in such underground service installations on said lots between the secondary pedestals and the buildings on said lots, will be paid by the owners of said lots.

REQUIRED SEEDING AND PLANTING:

When any building has been constructed on a lot, the owner of such lot shall seed and suitably plant all of such lot

with grass and decorative shrubs all of such area except that occupied by the residence, or driveways.

REQUIRED IMPROVEMENTS:

A driveway approach shall be constructed from the right-of-way to the lot line of each lot in accordance with the specifications of the City Engineer for the City of Muskego. Said driveway approach must be installed before obtaining an occupancy permit. All homes must be served by a driveway from the roadway to garage, said driveway to be surfaced with asphalt within one (1) year of occupancy. An approach or apron from the garage door, of concrete, is permitted to extend not further than six (6) feet from the garage door toward the roadway.

Each lot shall have a lateral and other appurtenances from the sewer main to the building as specified by the City. Such lateral and other appurtenances shall be installed prior to issuance of an occupancy permit.

RETENTION OF NATURAL VEGETATION AND TREES:

Brush, trees, shrubs and vegetation shall be maintained in their natural state along the South twenty-five (25) feet of Lot 1. Brush, trees, shrubs and vegetation shall be maintained in their natural state along the South twenty-five (25) feet of Lot 3, but if a drainage easement is required by the City of Muskego, such easement shall occupy the North ten (10) feet of the South twenty-five (25) feet of Lot 3, extending East two hundred twenty (220) feet from the West lot line of Lot 3.

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The owners of Lots 1 and 3 are responsible to see to it that such area is maintained in its natural state. Included in such responsibility is the removal of dead trees, whether standing or which have fallen to the ground. In the event of neglect to maintain such area with natural vegetation and trees, and where such neglect has continued for a period of thirty (30) days after notice in writing has been given by the City to the owner, the City may, but it shall not be required to assume the maintenance of such area, and the City may create a separate assessment district for the purpose of payment of the costs of such maintenance.

The owners of Lots 1 and 3 are restricted from removing any living vegetation or living trees. In addition, they are restricted, acting personally or through agents, from damaging any vegetation or trees. No structures of any kind shall be constructed in any tree.

#### ENFORCEMENT:

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

These restrictions may be modified by the Architectural Control Committee with the consent of sixty (60) per cent of the

