

SUBDIVISION RESTRICTIONS
LINDALE ESTATES

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned Members of the Lindemann-Greg, LLC, hereinafter known as Developer, being located in the City of Muskego, Waukesha County, Wisconsin, in order to develop the above described property as a residential district of high quality and character does hereby declare and provide that the said property shall be subject to the following covenants and restrictions, to wit:

1. The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site therein, 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 therein 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 encourage 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 streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property; and thereby preserve and enhance the values of investments made by purchasers of building sites therein.

2. All of the lots affected by these restrictions shall be known and described as residential lots and no structure shall be erected on any lot other than one single family dwelling with a minimum of a two-car attached garage as approved by the Architectural Control Committee provided for hereinafter. All structures shall be designed by a registered architect or a professional engineer or designer experienced in residential construction.

3. No buildings, outbuildings or other structures, shall be erected, placed or altered on any lot until the construction plans and specifications, building elevations, and a plan showing the location of the structure have been submitted to and approved by the Architectural Control Committee hereinafter known as A.C.C., as to quality of design, workmanship and materials and harmony of external design with existing structures. The said plans, specifications, and survey shall be submitted in duplicate and the A.C.C. approval or disapproval shall be in writing within 15 days thereafter. The A.C.C. shall have the right to waive infractions or deviations which, in the opinion of the A.C.C. may cause undue hardship. Any action by the A.C.C. shall be final and conclusive as to persons then or thereafter owning lots covered by these restrictions. No outbuildings of any kind shall be allowed to be constructed.

4. So long as the Developer or its assigns shall own any of the lots covered by these restrictions or shall own lots in future phases of Lindale Estates Subdivision, the A.C.C. shall be composed of one representative of the Developer.

When the Developer or its assigns no longer own any of the above mentioned lots, then the A.C.C. shall consist of three members elected by the buyers of lots in Lindale Estates or subsequent Lindale Estates additions, each lot representing one vote. Members of the A.C.C. shall serve for three years or until their successors have been duly elected. Due notice of the election of such A.C.C. shall be filed in the Office of the Register of Deeds, Waukesha County.

5. Setbacks, height restrictions and locations of all structures shall be as regulated by the zoning ordinances of the City of Muskego.

6. No dwelling shall be erected on any lot having less than the following minimum areas:

(a) Not less than 1,900 square feet for a one-story dwelling.

(b) Not less than 1,500 square feet for the first floor of a one and one-half or two-story dwelling and not less than 2,300 square feet for both the first and second floors combined; or

(c) With respect to all other types of dwelling, not less than such areas, determined by the Architectural Control Committee, as are consistent with the foregoing and with other provisions hereof.

Square footage calculations shall be made from the outside face of exterior wall construction and include all walls. Window, fireplace and room projections are included only when the floor joists are extended under those areas. Areas not included are decks, porches, garages, carports, attics, spaces labeled "optional" or "bonus", breezeways, sunrooms or similar additions. No floor area below finished yard grade shall be considered living area.

In no event shall any dwelling of any type erected on any lot contain a total area of less than 1,800 square feet within the perimeter of the main dwelling and measured as specified above.

No building shall be constructed which shall be a substantial duplication of another previously approved or constructed building located within 250 feet of the proposed building unless in the opinion of the A.C.C., such duplication would not be a detriment to the previously approved or constructed building.

7. All garages shall be built at the same time as the private dwelling and shall be large enough to accommodate a minimum of two cars. Absolutely no truck, boat, mobile home, or trailer of any kind may be parked on the premises outside of the garage other than for the delivery of materials or merchandise, except during construction or remodeling periods.

8. All buildings shall be completed within one year from the date ground is broken for such building.

9. The exterior walls of the home and attached garage must be constructed of non man-made materials (ie. Cedar Siding, Brick). Hardy Plank siding is acceptable. Soffit & Fasia materials can be constructed with man made materials including aluminum. A sample of all exterior materials must be provided to A.C.C. for approval. No used materials will be permitted in the construction of any building in this subdivision except such materials as reclaimed brick, which, in the opinion of the A.C.C. will enhance the appearance of the building of which they will become a part. Manmade roofing materials, clad windows, and window shutters shall be allowed.

10. 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. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the A.C.C. and an occupancy permit obtained from the City.

11. A master surface drainage and house grade plan has been prepared by the Developer designating the manner in which each lot shall drain in relation to all other lots in Lindale Estates and, in some cases. This master surface drainage and house grade plan also designated the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Developer and in the office of the City Engineer and Building Inspector in the City of Muskego. At the time a building permit is requested, the grade elevation of said dwelling shall be obtained from the Building Inspector and the swelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the City of Muskego. Within 30 days after completion of a dwelling on any lot in Lindale Estates, the owner of said swelling shall grade the lot to conform to said drainage plan and from that time forward nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with the said plan.

Buyers are responsible for compliance to the master grading plan within one year from the date ground is broken for building. If prior to the building of a home on the above designated lots, the City of Muskego engineering or design engineer determine the need for a swale is imperative to protect the property rights of neighboring landowner, a lot owner must complete the swale within 60 days to alleviate any drainage problems.

12. Ground Fill on Building Site. Where fill is necessary on a lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material and shall not contain noxious material that will give off odors of any kind, and dumping of fill material shall be leveled immediately after completion of the building.

13. Only inground swimming pools are permitted and must be installed in accordance with the City of Muskego requirements.

14. Decorative lot line fences will be permitted, provided they are either metal or wood construction, a maximum of four feet in height, and the design thereof has been submitted to and approved by the A.C.C. in advance of construction thereof. Conflicts with underground public utility facilities within easements shall result in the fence locations accommodating such facilities.

15. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot in area or a sign of not more than six square feet in area advertising the property for sale or rent, or signs used by a building contractor or by the Developer to advertise the property during the construction and sales period. All signs must be in accordance with City ordinances.

16. No animals, livestock or poultry shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Outside kennels shall not be located in the setback areas.

17. Lots shall be landscaped and seeded or sodded within one year after completion of a swelling. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a hard surface drive, parking stand or turnabout consisting of concrete, asphalt or similar material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt, or similar material shall be installed within one year from the date of the premises are completed. At least four trees, minimum caliper of two inches, shall be installed on each unwooded lot at time of landscaping.

18. No existing tree with a diameter of four (4) inches or more at a height of four (4) feet from the ground, beyond fifteen (15) feet from the approved swelling location, shall without approval of the Architectural Control Committee be cut down, destroyed, mutilated, moved or disfigured and all existing trees shall be protected during construction and preserved by wells or islands, and proper grading.

19. No motorcycles, snowmobiles, trail bikes, dune buggies or offstreet motorized vehicles of whatsoever type or description shall be operated on any lot, outlot, parking area, private road, or open space within the Lindale Estates.

20. All telephone and electric service to any building on any lot shall be from the underground utilities system and no overhead service shall be provided or allowed.

21. No satellite receiver dishes shall be installed in Lindale Estates, with the exception of satellite dishes with diameters of 24 inches or less, which must receive A.C.C. approval. The A.C.C. satellite review and authority will encompass the dish

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size, the location of the dish on the property and the screening either necessary or allowed. Standard rooftop television antennae shall be allowed when installed in accordance with the City of Muskego.

22. It shall be the responsibility of each lot owner to remove all debris and erosion caused by any and all construction work occurring on his lot and surrounding lots. This shall also apply to the City street(s) abutting said lot. Failure to do so will result in the Developer advising lot owner of this neglect and giving lot owner twenty-four (24) hours in which to clean up the premises as directed. Failure to do so will result in the Developer performing the necessary clean-up at a cost of \$100 plus fines and actual cost of clean-up being assessed against the owner of the lot by the Architectural Control Committee. Should the costs not be paid, this paragraph shall be construed as a notice on intent to file a lien against the property.

23. This Declaration shall run with the land and shall be binding upon all persons claiming under the Developer for a period of ten years from the date of this Declaration is recorded. After the expiration of such ten year period, this Declaration shall be automatically renewed for successive periods of ten years, unless there is recorded an instrument executed by the owners of at least 60% of the single-family lots, for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of such initial or renewed term which next expires following the recording of such instrument of termination.

24. Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

25. This Declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the lots in the subdivision, and, also, executed and approved by the Developer so long as it owns any parcel or lot in said subdivision. Said Declaration shall become effective only upon due recording with the Office of the Register of Deeds for Waukesha County, Wisconsin.

26. The restrictions and covenants contained herein may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same by any lot owner either to recover damages or to demand compliance, provided however, that no such actions shall be commenced after one year from the date on which the violating occurred.

27. In the event of any conflict between these restrictions and the City's zoning and building regulations, the stricter provisions shall apply.

28. A proposed permanent entrance sign and/or fencing may be installed on Lots 1 or 4. It will be the responsibility of the lot owner to maintain the area surrounding the entrance sign and fencing.

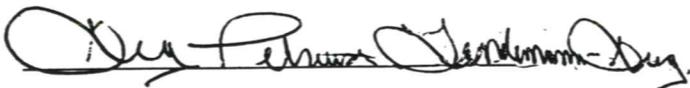
Developer hereby creates and reserves for itself, and, upon conveyance of the entrance sign and fencing to a home owners association, if so established, easements to install and continue the entrance sign and fencing at such locations as they are or become situated and for the entry upon the affected Lots to the extent necessary for maintenance, repair and replacement of such facilities. Such easements shall preclude Owners from interfering

29. Retaining walls shall be subject to the regulations of the City of Muskego and shall be built of wood, stone, brick, or decorative interlocking brick or block, but not of concrete block or unfaced poured concrete.

30. In order to maintain pleasant continuity in Lindale Estates, permanent mail, newspaper units and a customized street light with photocell must be purchased from the developer at the time of closing of the lot. The cost of the package will be \$75 for the mail/newspaper units and \$450 for the customized street light. This fee will be charged to the buyer on the settlement statement at closing. The developer will install the mail/newspaper unit in locations as directed by the U.S. Postal Service. The lot owner shall be responsible for the installation of the light fixture at a location approved by the A.C.C. The lot owner is responsible to maintain said light fixtures and mailboxes.

31. A Homeowners Association comprised of all lot owners in Lindale Estates will be created for the purpose of managing and maintaining the entrance and the stormwater management improvements. The yearly fee will be \$75.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month, and year first above written.

BY:  L.L.C.

STATE OF WISCONSIN)
WAUKESHA COUNTY)

Personally came before me this 18th day of December, 2003, the above named Greg Petruski to me known to be the person who executed the foregoing instrument and acknowledges the same.

Notary: Jean A. Petruski
Commission Expires: February 18, 2007