

DECLARATION OF RESTRICTIONS

for

Lots 1, 5, 6, 8, 9, and
 10 Block 1
 Lots 11 to 17 Inclusive Block 2
 Lots 18 to 23 Inclusive Block 3

of

LUDWIG'S SUBDIVISION
 being a part of the East $\frac{1}{2}$ of the
 Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of
 Section 10, town 5 North, Range 20
 East, Town of Muskego.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the owners of the real estate described above, for the purpose of promoting the most appropriate development of said real estate, hereby declare and establish the following restrictions, provisions and agreements for the mutual benefit of the undersigned, their successors and assigns, and each and every purchaser of any of said lots in said Subdivision.

1.

LAND USE AND BUILDING TYPE: Said real estate shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on said property other than one dwelling designed for the use and occupancy of one family and not to exceed one story in height and a private one or two car garage. If an accessory building is desired to be placed on said property other than a one story, one family dwelling and one or two car private garage, the same may be placed thereon with the approval of Martin C. Ludwig, for the grantors herein, in writing. No building shall be erected or structurally altered on said property which provides less than 10,000 sq. ft. of land area and less than 80 feet of lot width. No building shall be erected on said real estate which has a field stone, cement block or cinder block exterior, excepting for the basement, if a basement is provided.

2.

ARCHITECTURAL CONTROL: No buildings, main or accessory, shall be erected, placed or altered on said real estate until the construction plans and specifications and a plan showing the location of the structure have been approved by Martin C. Ludwig, as to employment and quality of materials, harmony of exterior design with the existing structures and as to location on the real estate being conveyed, front and side setbacks, and as to topography and finished grade elevations. No fence or wall shall be erected, placed or altered on said real estate unless approved by the said Martin C. Ludwig, who is herein empowered to represent all of the grantors herein named.

3.

DWELLING SIZE: No single family dwelling shall be erected having at finish grade elevation, an area of the main structure, exclusive of porches, breezeways and garages of less than 1,000 sq. ft. for a one story building.

BUILDING LOCATION AND SET BACK: There is hereby established, a minimum set back from the front lot line of 45 feet. No buildings shall be nearer to a side street line than 45 feet. Within the front 3/4ths of the property, no building shall be located nearer than 15 feet to an interior lot line; within the rear 1/4th of the lot, no building shall be located nearer than 5 feet to an interior lot line. Provided further, however, no breezeway or garage attached to a residence shall be located nearer than 15 feet to an interior lot line on any portion of the real estate.

5.

LOT AREA AND WIDTH: The above described real estate shall not be divided into smaller building plots without the consent of Martin C. Ludwig first had and obtained in writing.

6.

NUISANCES AND TEMPORARY STRUCTURES: No noxious or offensive activity shall be carried on upon said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood and general location in which this property is located. Trash, garbage or other wastes shall not be kept, except in sanitary containers which shall be properly screened from public view. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on said property at any time as a residence, either temporarily or permanently. No building shall be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved and until Martin C. Ludwig shall have first issued a written certificate of completion.

7.

ARCHITECTURAL CONTROL: So long as the grantors herein own any land adjoining or abutting the real estate described, approval is hereby granted for Martin C. Ludwig to represent the said grantors concerning all of said property, or his successor, in the event of his death, and the name of said successor shall be filed in the office of the Register of Deeds for Waukesha County, Wisconsin. All approval or disapproval concerning the restrictions and agreements herein shall be in writing and in the event there is a failure to approve or disapprove within thirty (30) days after the necessary plans, specifications or other notices are submitted to Martin C. Ludwig, approval will be deemed to have been obtained insofar as required herein. All action by the said Martin C. Ludwig shall be final and conclusive as to all persons.

8.

KEEPING OF ANIMALS: There shall be no chickens, cattle, horses swine or other animals excepting pet dogs and pet cats, kept on said premises.

GENERAL PROVISIONS: The restrictions and agreements herein contained shall be deemed to be covenants running with the land and shall be binding on all parties and persons having an interest in the lands affected thereby for a period of twenty-five (25) years from the date of this deed, after which time all restrictions and agreement shall be automatically declared terminated and become null and void.

The restrictions and agreements herein contained may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same and within one (1) year of the date of the completion of the building, structure or accessory complained of.

Invalidity of any of the agreements or restrictions herein contained by any judgment or court order shall in no wise affect any of the other provisions herein contained, which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned Martin C. Ludwig and Lenora Ludwig, his wife, Louis Ludwig and Rose Ludwig, his wife, Fred Ludwig and Edna Ludwig, his wife, Elmer Ludwig and Ann Ludwig, his wife, have duly executed this Declaration of Restrictions on this 16th day of November, 1961.

In the Presence of:

Nicholas M. Inzeo
Nicholas M. Inzeo

Virginia F. Brecher
Virginia F. Brecher

Nicholas M. Inzeo
Nicholas M. Inzeo

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Virginia F. Brecher

Nicholas M. Inzeo
Nicholas M. Inzeo

Virginia F. Brecher
Virginia F. Brecher

Martin C. Ludwig
Martin C. Ludwig

Lenora Ludwig
Lenora Ludwig

Louis Ludwig
Louis Ludwig

Rose Ludwig
Rose Ludwig

Fred Ludwig
Fred Ludwig

Edna Ludwig
Edna Ludwig