



WC2838749-007

Declaration of Restrictions
Nature Estates

Document Title

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2838749

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
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MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 16.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 7

Legal Description:

Commencing at the Southeast corner of said Southeast 1/4 of Section 16; thence S 88°04'55" W, along the South line of said Southeast 1/4 of Section 16, 1325.44 feet to place of beginning of lands to be described; thence continuing S 88°04'55" W, along said South line, 546.00 feet; thence N 00°46'26" W, 847.48 feet; thence N 22°50'35" W, 168.98 feet to the center line of Woods Road; thence N 41°39'14" E, along said center line 168.71 feet to the arc of a curve; thence Southerly 123.35 feet along the arc of a curve whose center is to the Southwest, whose radius is 275.04 feet and whose chord bears S 35° 49' 28.5" E, 122.32 feet; thence S 22°58'35" E, 41.90 feet to the arc of a curve; thence Southeasterly 28.32 feet along the arc of a curve whose center is to the Northeast, whose radius is 123.63 feet, and whose chord bears S 29°32'20" E, 28.26 feet; thence N 66°36'49" E, 493.88 feet; thence S 00°46'26" E, 244.22 feet to the arc of a curve; thence Westerly 61.17 feet along the arc of a curve whose center is to the South, whose radius is 138.49 feet; and whose chord bears S 77°01'40.5" W, 60.67 feet; thence S 00°43'35" E, 886.86 feet to the place of beginning, containing 14.64 acres more or less.

Recording Area

Name and Return Address

City of Muskego
Planning Dept.
P.O. Box 749
Muskego, WI 53150

MSKC 2224.994

Handwritten initials/signature

Parcel Identification Number (PIN)

*Brian
Dustin
Sean
Dave
Dan
Tina
signed Dr. File
Binder - erunter*

DECLARATION OF RESTRICTIONS
" NATURE ESTATES "

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned PEGARL L.L.P. consisting of Wayne G. Salentine and Reno R. Berg, hereinafter known as " THE DEVELOPER ", and being the owner of the property known as NATURE ESTATES, being a part of the SW 1/4 of the SE1/4 of Section 16, T 5 N, R 20 E, in the City of Muskego, Waukesha County, Wisconsin, does hereby intend to establish a general plan for the use, occupancy and enjoyment of said Development. Therefore, DEVELOPER does hereby declare that all lots therein shall be subject to the following restrictions which shall be deemed to run with the land and shall bind the owners and their heirs, successors and assigns and be enforceable by any owner.

Nature Estates is a subdivision consisting of 15 single family lots and one outlot. Nature Estates Homeowners Association is incorporated with the State of Wisconsin as " Muskego Nature Estates Homeowners Association, Inc. " The Articles of Incorporation and By-Laws are titled under the latter name.

1) GENERAL PURPOSE: The purpose of this declaration is to insure the best use of and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such use of the 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 dwellings 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 space between structures; and in general to provide adequately for a 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 & CONSTRUCTION TIME, OFFSETS & SETBACKS: 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. 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.

The size and heights of the buildings 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:

- A) ranch house - 1800 square feet with 3 car attached garage
- B) ranch house- 2000 square feet with 2 car attached garage
- C) 2 story house- 2200 square feet with 3 car attached garage
- D) 2 story house - 2400 square feet with 2 car attached garage
- E) all split level and / or multi level houses will be reviewed on a case by case basis
- F) minimum frontyard setback- 40 feet
- G) minimum sideyard setback - 20 feet
- H) all houses shall be located within the building footprint as depicted on the construction drawings.
- I) no garage shall be smaller than two cars in size or larger in appearance than the equivalent of three garage doors and shall be an integral part of the dwelling. All structures shall have full basements with the exception of split-level or bi-level homes.

3) CONSTRUCTION REQUIREMENTS: No second garage structures will be allowed. No above ground pools will be allowed. The front elevation of the building requires a stone accent in excess of a brick belt that is acceptable to the Architectural Control Committee. Quality siding will be allowed on the front , except for the stone accent area, and the siding must be uniform in width and design. All roofs must be composition shake shingles. No fences will be allowed except for inground pools which must be approved by the Architectural Control Committee. All sump pumps are required to be connected to the underground storm water system. Any modification and / or change to the exterior of any residence must be approved by the Architectural Control Committee.

4) UNSIGHTLY CONDITIONS: No structure of any kind shall be moved onto any lot and no living quarters of a temporary character shall be permitted at any time, it being the intention that only permanent private dwellings and garage shall be permitted. 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 the surrounding property.

5) UTILITIES & EASEMENTS: All electric, gas, and telephone 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 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 lots. 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 right-of-ways for the erection, construction and maintenance of all 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 right-of-ways shall be confined, so far as possible, with the necessary right to do whatever may be necessary to carry out the purposes for which this easement is created. Maintenance of easements in backyards and maintenance of ditches is the responsibility of the property owner.

6) ARCHITECTURAL CONTROL; The undersigned reserves the right to restrict and / or set finished yard grades of all buildings, inground 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 City Engineer unless said changes are approved in writing by the City Building Inspection Department and the Architectural Control Committee. All dirt from excavations upon any lot which is not used on the premises shall be deposited, if needed, in such places within the development as shall be directed by the undersigned.

In order to maintain harmony in appearance and to protect the owners of the lots in the development, no building or other structures 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.

The decisions of such committee with respect to such matters shall be final and binding upon all parties. The committees shall have the right 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; thence 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.

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 on 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 development 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 development.

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 lot owner or the developer shall have the right to enforce by any proceeding at law or in equity, all covenants, conditions, and restrictions imposed by the provisions of this Declaration. Failure to enforce any covenant, condition or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. Any lot owner or the developer who brings an action hereunder to enforce these covenants, conditions and restrictions, shall, if successful in prosecuting said action, recover all reasonable costs, expenses and reasonable attorney fees, as determined by the Court. Invalidation of any one of these covenants and restrictions by judgement 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.

8) LANDSCAPE ARCHITECTURAL CONTROL: All landscaping must be completed within one (1) year after the completion of the residence. Said landscaping must include a hard surface drive and a seeded or sodded lawn. No permanent gravel drive will be permitted. The hard surface drive with

concrete, asphalt or similar material must be installed within one (1) year from the date the premises are occupied upon completion of construction. An electric lamp and post, with photo electric cell, shall be purchased from the DEVELOPER and installed where the driveway meets the roadway, (approximately five (5) feet from the front lot line and five (5) feet from the driveway). These lights shall remain lit from dusk to dawn. All mailboxes must be purchased from the DEVELOPER and located within the guidelines established by the U.S. Postal Service.

9) MAINTENANCE: Outlot 1 shall be owned and maintained by the Homeowners Association with undivided interest. The Association shall maintain said outlot in an unobstructed condition so as to maintain its intended purpose. Building construction, grading or filling in the outlot is prohibited. The Association grants to the City of Muskego, the right (but not the responsibility) to enter upon the outlot, and/or all public or private easements, in order to inspect, repair or restore to their intended purpose. Expenses incurred by the City of Muskego for said inspection, repair or restoration may be placed equally against the tax rolls for all members of said Association and collected as a special assessment by the City of Muskego.

10) 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 and the office of the City Building Inspection Department unless a change is approved by the City Engineer and the DEVELOPER. Until such time as all the construction improvements are dedicated to the City of Muskego; the DEVELOPER and / or the City and / or the agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition and the property owner is responsible for cost of the same.

11) OUTSIDE STORAGE: Outside storage of recreational vehicles, boats and motor homes is strictly prohibited. No commercial trucks shall be parked outside of the garage on a regular basis.

12) MODIFICATION OF RESTRICTIONS: These restrictions may be changed, modified and amended with the consent of 80% of the owners of the lots in the development. The DEVELOPER shall not be able to amend

these Declaration of Restrictions after City of Muskego approval. Each lot in the development 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.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 29TH day of AUGUST, 2002.

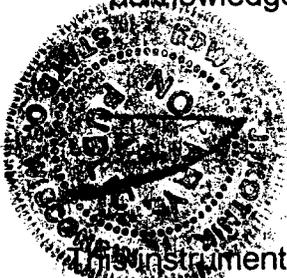
PEGARL L.L.P.
BY:

Wayne G. Salentine
Wayne G. Salentine

Reno R. Berg
Reno R. Berg

STATE OF WISCONSIN)
WAUKESHA COUNTY)

PERSONALLY came before me this 29TH day of AUGUST, 2002 the above named Wayne G. Salentine and Reno R. Berg, known to be personally as the persons who executed the foregoing instrument and acknowledged the same.



[Signature]
NOTARY PUBLIC
My Commission Expires: 07/16/2003

This instrument was drafted
by: RENO R. BERG