



WC2477918-006

RESTRICTIVE COVENANTS

Document Title

Please see attached

2477918

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

06-28-1999 11:34 AM

MICHAEL J. HASSLINGER  
REGISTER OF DEEDS

REC. FEE: 14.00  
REC. FEE-CO: 4.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 6

REEL 2928 IMAGE 1437

Recording Area

Name and Return Address

City of Muskego  
Attn: Jean Marena  
Post Office Box 749  
Muskego, WI 53150

MSKC 2212.999

Parcel Identification Number (PIN)

*Handwritten:* Jd  
20  
6

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**RESTRICTIVE COVENANTS**  
**NORTH CAPE FARMS SUBDIVISION**

WHEREAS North Cape Farms, Inc. a Wisconsin Corporation is the owner of all lands within the recorded subdivision known as North Cape Farms Subdivision located in the City of Muskego, Waukesha County, Wisconsin; being a part of the NE 1/4 of the SE 1/4 of Section 13, T 5 N, R 20 E, in the City of Muskego, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said SE 1/4 Section 13; thence S 01° 07' 00" E along the east line of said SE 1/4 Section 13, 237.37 feet to the place of beginning of the lands to be described; thence S 48° 04' 44" W, 321.00 feet; thence N 89° 38' 52" W, 459.86 feet to a point on the west line of North Cape Road (C.T.H. "00"); thence N 08° 50' 37" E along said west line, 1632.94 feet; thence S 78° 54' 57" E, 254.34 feet; thence N 07° 21' 29" E 355.09 feet; thence N 87° 18' 00" E, 119.38 feet to the place of beginning.

WHEREAS it is the desire of North Cape Farms Inc. to set up restrictions and limitations as to the use, occupancy and improvement of said real estate;

NOW THEREFORE North Cape Farms, Inc. hereby declares that the above described real estate, and every part thereof, is hereby made subject to the following reservations, obligations, easements, building lines' set backs, building restrictions, conditions and agreements; That all said restrictive covenants shall be binding upon the present owners and all prospective purchasers of land in said subdivision, their heirs, executors, successors and assignees, and shall be covenants running with the land.

**GENERAL PURPOSE;**

The general purpose of this declaration is to help assure that the Subdivision will become and remain an attractive development, to insure the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the erection of building site of poorly designed or proportioned structures, to obtain harmonious use of material, to insure the highest and best residential development of said property, to encourage and secure the erection of attractive buildings designed and built in accordance with a harmonious theme, to secure the appropriate location thereof on building sites, to prevent haphazard and inharmonious improvements of building sites, and to secure and maintain proper setbacks from streets.

**RESIDENTIAL AREA COVENANTS:**

**FIRST: LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height, and a private attached garage for not more than three cars, but not less than two car attached garage. Each dwelling shall have at least one and one-half baths.

A. Dwelling size: No dwelling shall have less than the following minimum living areas (exclusive of basements, garages, porches, breezeways and similar additions), measured along the interior walls to wit:

1. One-story 1,600 square feet minimum
2. One and one-half story 1,100 square feet first floor minimum;  
1,750 square feet total minimum
3. Two-story 1,100 square feet first floor minimum;  
1,900 square feet total minimum
4. Tri-level 1,800 square feet minimum

B. Set Backs

1. 30 ft. front set back
2. 10 ft. side set back
3. 25 ft. side set back for lots  
1 and 22 street side
4. 50 ft. rear set back on lots along Northcape Rd.  
See plat of survey.

**SECOND: ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design and colors with existing structures and as to location with respect to topography and finish grade elevation. Architectural Control Committee shall be the Subdivider or its successors and assigns, consisting of two members until all lots are sold at which time two lot owners will be asked to act as nominating committee to nominate between two and four lot owners (who may be one or more of their committee) to serve as Architectural Control Committee. Members shall serve three years or until their successors have been duly elected. Members shall not be entitled to any compensation for their services.

**THIRD: BUILDING LOCATION.** No building shall be located on any lot that does not meet City of Muskego ordinances.

**FOURTH:** No existing building erected elsewhere shall be moved onto any lot or portion of any lot. All homes are to be built on site.

**FIFTH:** No noxious, offensive or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or profession be carried on, and generally no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

**SIXTH:** No animals may be kept upon any lot except dogs, cats or other usual and ordinary household pets. No separate outbuildings or enclosures may be erected or kept upon any lot or the purpose of housing or restraining any animal or pet.

SEVENTH: No building or structure of a temporary character shall be permitted on any lot at any time other than in the normal course of construction.

EIGHTH: DRIVEWAYS: A concrete driveway approach (by lot owner) shall be installed between the street surface and the street right-a-way line as required. The work includes breaking out the existing curb and replacing with a driveway type gutter. A hard surfaced driveway of concrete, brick or other hard surface material must be installed. No blacktop or asphalt; No permanent dirt, gravel or crushed stone shall be permitted.

NINTH: No public sidewalks will be constructed on any lot as shown on recorded plat.

TENTH: No farm machinery, semi or dump trucks, or unregistered and inoperable cars may be stored on the premises. No trucks, trailers, mobile homes or boats shall be parked on any lot outside of the garage other than during normal construction, excluding pickup trucks and vans 3/4 tons or under.

ELEVENTH: All exterior siding or buildings shall consist of stone, brick, aluminum/vinyl and/or natural wood.

TWELFTH: All utilities, telephone and electric service to any building on any lot shall be from underground utilities systems. No overhead service shall be allowed.

THIRTEENTH: Easements are herewith reserved for installation and maintenance of utility service.

FOURTEENTH: The interior and exterior construction of a residence shall be substantially completed and the residence shall be ready for occupancy within one year after commencement of construction; such time of completion shall be extended to; the extent of any delay due to strike, lockouts and acts of God, and for good cause the Architectural Control Committee will allow additional time for completion of construction.

FIFTEENTH: All landscaping, including seeding and sodding must be completed within one year of the date of completion of construction of any home. Each lot shall be graded in accordance with City of Muskego Master Grading Plan. "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 Subdivider and the office of the City Building Inspector unless a change is approved by the City Engineer. The Subdivider and/or the City and/or the agents, employees or independent contractors shall have the right to enter any lot, at any time, for the purpose of inspection maintenance, correction of any drainage conditions and the property owner is responsible for the cost of the same."

SIXTEENTH: Any fence that is installed must meet the zoning ordinances of the City of Muskego and a permit must be obtained.

SEVENTEENTH: No satellite dishes larger than 18 inches shall be permitted. No rooftop tower, mounted or other external antenna shall be erected, installed or used.

EIGHTEENTH: No sheds shall be permitted, except garden sheds made of natural materials only, (non-metal) subject to City of Muskego ordinances.

NINETEENTH: By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgage, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty, and obligation herein contained and confirms in and grants to the Subdivider it's successors and assigns, the right of enforcement of this document.

ARCHITECTURAL CONTROL COMMITTEE

FIRST An Architectural Control Committee is hereby set up consisting of Alfred Pipke and Joanne E. Pipke, Subdividers, serving without compensation.

SECOND The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee fails to approve or disapprove plans and specifications within thirty (30) days after same has been submitted, or in the event no suit to enjoin construction has been commenced prior to the completion of construction approval will not be required and the related covenants shall be deemed to have been complied with. The Committee may grant a special exception to specific restrictions where a literal application would cause undue hardship and where granting of such special exception would not be incompatible with the basic concept of North Cape Farms Subdivision.

THIRD The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining members or member shall have full authority to designate a successor.

FOURTH If, at any time, the Committee has ceased to exist as such and has failed to designate a representative to act for it, the owners of a majority of the lots in the Subdivision may elect a successor committee at a meeting of lot owners called by notice in writing, mailed to the last known address of all Subdivision lot owners as shown on the assessment rolls of the City, and in the absence of such a Committee, the need for the Architectural Control Committee approval is dispensed with.

FIFTH The address of the Committee is:  
 Alfred Pipke – Joanne E. Pipke  
 W126 S8662 North Cape Rd.  
 Muskego, WI 53150  
 (414)425-8953

GENERAL PROVISIONS

FIRST TERM; These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. Thereafter, said covenants shall be automatically extended for successive periods of ten (10) years each, unless an agreement signed by the majority of the then owners of the lots has been recorded terminating or amending said covenants in whole or in part.

SECOND ENFORCEMENT; These covenants shall be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to recover damages or to restrain violation.

THIRD SEVERABILITY; Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

FOURTH Our lots and front subdivision sign and area, will be maintained by the developer until seventy-five percent of the lots are built on. Then maintaining (of out lots and sign area), shall be assumed by homeowners.

ADDITIONAL RESTRICTION

OCCUPANCY AND USE OF RESIDENCE: All residences shall be occupied and used for single-family residence purpose only. A "single-family" shall be defined as any number of persons related by blood, adoption, or marriage, or not to exceed two (2) persons not so related, living together in one dwelling as a single housekeeping entity.

At such time when North Cape Farms, Inc. has no further ownership interest in North Cape Farms Subdivision, North Cape Farms, Inc. assigns its right of enforcement as specified in these Restrictive Covenants to the record owners of each lot in the Subdivision and to their respective successors and assigns, as their interests appear. If the owner of any lot subject to these restrictive covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person (s) owning or co-owning any other lot subjected to these restrictive covenants to prosecute an action at law or in equity against the person (s) violating or attempting to violate any such covenants, either to prevent him, it or them from doing so or to recover damages for such violation, or to compel him, it or them to replace any grades for drainage, or to enforce any covenants and restrictions herein contained.

IN WITNESS WHEREOF;

the said Alfred Pipke and Joanne E. Pipke has hereunto affixed his hand and seal this JUNE 18<sup>TH</sup>, 1999.

NORTH CAPE FARMS, INC.

Alfred A. Pipke      Alfred A. Pipke  
Alfred A. Pipke

Joanne E. Pipke      Joanne E. Pipke  
Joanne E. Pipke

State of Wisconsin  
County of Waukesha

Signed and sworn to before me on 6-28-99

by Alfred A. Pipke & Joanne E. Pipke.

Deborah L. Cramer  
Deputy

Deborah L. Cramer  
Deputy  
706.07(3)

DRAFTED BY: Joanne E. Pipke