

**DECLARATION OF RESTRICTIONS
FOR NORTHFIELD GREEN**

DOCUMENT TITLE

DOCUMENT NO.

RECORDING AREA

NAME AND RETURN ADDRESS

William W. Carity
12720 West North Avenue
Brookfield, WI 53005

Parcel Identification Number

DECLARATION OF RESTRICTIONS FOR NORTHFIELD GREEN

KNOW ALL PERSONS BY THESE PRESENTS; that NORTHFIELD GREEN LLC is a limited liability corporation duly organized and existing under and by the virtue of the laws of the State of Wisconsin, (herein referred to as "*Developer*") which terms shall also include the duly authorized agent of Developer). Developer is the owner of the premises described as follows (herein referred to as "*Northfield Green*").

NORTHFIELD GREEN, A redivision of Lot 1 of Certified Survey Map No. 9333, Being a part of the Southeast ¼ of the Southeast ¼ of Section 3, and the Northeast ¼ of the Northeast ¼ of Section 10, Town 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin.

The goals of this Declaration is to insure the best use and most appropriate development and improvement of each building site in the development; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property, to preclude, as far as practicable, poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes, to insure a quality residential development; to encourage and secure the erection of attractive two-family homes in appropriate locations on 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 the Development and thereby to preserve and enhance the value of investments made by purchasers of building sites in the Development. No warranty or guarantee is given by Developer that such goals will preserve or enhance the value of an investment made in the development.

1. **General Applicability** Unless specifically stated otherwise within this Declaration, all of the restrictions stated in this Declaration are applicable to all two family lots in Northfield Green. (Lots 1-19), which shall constitute 38 Dwelling Units.
2. **Building Restrictions, Two-Family Lots** The following restrictions are applicable to all two-family lots:
 - a. Only one, 1-story, 1½-story, 2-story, split-level or bi-level residential building and attached garage may be erected per lot.
 - b. Each dwelling unit (two per lot) shall have a minimum of 1450 square feet of living area on the first floor.
 - c. A garage serving a unit must be attached to the unit directly, and must be constructed at the same time as the dwelling. A minimum of one two car garage is required for each unit and one of the two car garages must be side entry.
 - d. The dwelling, garages, paved driveways to the garages and landscaping must be completed within one year after the first start of construction.
 - e. Minimum setbacks shall be 40 feet from the front lot line with side yard setbacks a minimum of 15 feet on each side. Rear setbacks shall be not less than 15 feet.
 - f. There will be no outside storage of boats, trailers, buses, trucks, campers, other vehicles or items deemed unacceptable by the Developer.

- g. All building plans, the exterior design of each building and basic site features such as fences, garden structures, satellite dishes, children's play structures, swimming pools, additions and other temporary or permanent structures which affect the overall environment of the Development, must be approved by the Developer in writing prior to construction, and prior to application for a building permit when one is required.
 - h. One outdoor electric post-mounted lamp as approved by the Developer must be installed for each building. The location shall be uniform and designated by Developer.
3. **Lot Grading** 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 Inspector unless a change is approved by the City Engineer. The Developer and/or the City and/or the agents, employees or independent contractors shall have the right but not the responsibility to enter upon any lot, at any time, for any purpose of inspection, maintenance, correction of and drainage conditions and the property owner is responsible for the cost of the same. Prior to undertaking any maintenance or correction of any drainage condition, the property owner shall be given notice by the Developer or the City as to the nature of the problem and 30 days to correct same prior to the Developer or the City undertaking corrective action. Any expense incurred may be assessed against the lot owner in accordance with the provisions of the By-Laws of Northfield Green Homeowner's Association.
4. **Homeowner's Association** An incorporated association of the owners of Dwelling Lots in Northfield Green is hereby created for the purposes of managing and controlling Common Areas as defined below, and performing other duties as set forth herein for the common benefit of the Homeowners. This Owner's Association will formally be titled Northfield Green Homeowner's Association, Inc. and is referred to herein as "*The Association*". The membership of The Association will be comprised of owners of Dwelling Units on Lots in the Development. Members of The Association are referred to herein as the "*Homeowners*".
5. **Board of Directors** The Association will be governed by a Board of Directors consisting of three directors. This Board of Directors is referred to herein as "*The Board*". The Board will conduct and manage all of the responsibilities of the Association. The members of the Board will be selected as detailed in the Bylaws of the Homeowner's Association.
6. **Board Meetings** All meetings of the Board will be open to Homeowners and will be held upon not less than three (3) days prior written notice to all of the Homeowners except as otherwise provided in the Bylaws. Two (2) members of the Board constitute a quorum. Actions of the Board are by majority vote.
7. **Board Liability** Members of the Board are not liable to the Homeowners or any other party for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents of employees of the Board. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

8. **Common Areas Definition** Wherever used in this Declaration, the term Common Area means:
 - a. Any entrance monuments including fencing and lighting and any landscaped court, contained within any lot, City owned right-of-way or landscape easement area in the Development including as located on a Lot or a court..
 - b. Any storm sewer easements contained on a Lot within Northfield Green.
 - c. Any area within the Development that is designated as a Common Area by the Developer on the Plat of Northfield Green.

9. **Utility Easements** Developer has the right to grant and convey easements to the City or to any public or private utility company upon, over, through or across those portions of any lot in the Development within 10 feet of any lot line for purposes of allowing the City or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any lot or lots or through any portions of the Subdivision or for purposes of facilitation drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot owner, until such time as Developer has conveyed legal title to all lots platted or to be platted in the Subdivision to persons other than a successor-Developer.

10. **Maintenance Easements** Certain lots in Northfield Green have or will have stormwater drainage or maintenance easements. These easements are within defined boundaries in these lots as depicted on the Plat and are restricted to only such areas. The methods of access and duration of use are reasonably required to perform necessary maintenance to the easements or stormwater retention ponds or drainage ways. If a property owner does not perform required maintenance in the easement area, the City of Muskego is authorized but not required to perform said maintenance. The costs and expenses associated with said maintenance shall be entered on the tax roll as a special assessment against the property (unless the area is defined as a Common Area) and collected with any other taxes levied thereon for the year in which the work is completed.

11. **No Waiver of Rights** Any failure of the Association or the Boasrd to enforce any provisions contained in this Declaration will not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent action.

12. **Enforcement of Obligation by City** If the Board fails to discharge its duties under this Declaration within sixty (60) days of written demand to do so by the City, the City may discharge the duties of the Board. The City's costs incurred in connection therewith will be charged to the Owners of the properties affected by such actions of the City by adding to each Owner's real estate tax statement incurring a pro-rata share, based on the portion of cost of total charges incurred with respect to the individual Owner's lot(s).

13. **Amendments** This Declaration may be amended by recording in the office of the Register of Deeds for Waukesha County, Wisconsin a document to that effect executed by the Developer and at least fifty-one percent (51%) of all then-existing platted Dwelling Units in the Development not owned by Developer, and their mortgagors, with all signatures duly notarized. Such amendment will become effective only upon recording. Notwithstanding the foregoing

