

Recorded 11/78

DECLARATION OF RESTRICTIONS

FOR SANDY KNOLL SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Sandy Knoll Ltd., a corporation existing under the laws of the State of Wisconsin, and being owner of the property known as:

SANDY KNOLL, BEING A SUBDIVISION OF PART OF THE
SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH,
RANGE 20 EAST, CITY OF MUSKEGO, WAUKESHA COUNTY,
WISCONSIN.

intending to establish a general plan for the use, occupancy, and enjoyment of said subdivision, does hereby declare that all lots therein shall be subject to the following restrictions, which shall remain in force for a period of FIFTY (50) years from the date of the recording thereof.

1. GENERAL PURPOSES: The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site thereof; 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 thereon 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 in-harmonious improvement of building sites; to secure and maintain proper setbacks from street 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 to preserve and enhance the value of investments made by purchasers of building sites therein.

2. No lot shall be used for other than single family residence purpose. 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 up by the City of Muskego in its ordinance, or within the period of one (1) year from the start of construction.

3. 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, garages, bays, patios, breeze-ways, and similar addition, shall not be less than the following schedule, to-wit:

- A. ONE (1) STORY DWELLING1400 SQUARE FEET, MINIMUM.
- B. ONE AND ONE-HALF (1 1/2) STORY DWELLING. . . 1600 SQUARE FEET, MINIMUM.
- C. TWO (2) STORY DWELLING1700 SQUARE FEET, MINIMUM.
- D. SPLIT LEVEL - MINIMUM OF 1000 SQUARE FEET ON THE UPPER TWO LEVELS: MINIMUM OF 1600 SQUARE FEET TOTAL LIVING AREA.
- E. BI-LEVEL - MINIMUM OF 1400 SQUARE FEET ON THE UPPER LEVEL: MINIMUM OF 1600 SQUARE FEET TOTAL LIVING AREA.

The exterior of all structures shall be brick, frame, or stone, or a combination thereof. Each dwelling shall have a minimum of one and one-half (1 1/2) baths. No garage shall be smaller than two car or larger than three car in size, and shall be attached to the dwelling either forming an integral part of the dwelling or by connection of a porch or breezeway.

4. No structure of any kind shall be moved onto any lot and no living quarters of temporary character shall be permitted at any time, it being the intention that only permanent private dwellings and garages shall be permitted. No boat, trailer, or trucks may be parked on the premises outside of the garage, other than for the delivery of materials or merchandise, and except during the construction or remodeling periods. 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 emit 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 surrounding property.

5. All electric and telephone lines shall be placed underground.

6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except two dogs, two cats, and other small household pets such as canaries or parakeets, provided they are not kept, bred, or maintained for any commercial purposes.

7. The undersigned reserves the right to set finished yard grades of all buildings, pools, fences, or any other structures to be erected or constructed. All dirt from excavations of any lot which is not used on the premises shall be deposited in such places in the subdivision as shall be directed by the undersigned free of charge.

8. In order to maintain harmony in appearance and to protect the owners of the lots in the subdivision, no building, fence, sign, wall, swimming pool, or other structure shall be erected, constructed, or maintained upon any lot; nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plot plan showing the exact location of such building, garage, fence, wall, or other structure, the elevation thereof, and the grade of the lot and a sketch or view of such building or structure of changes shall have been submitted to and approved in writing by the undersigned or his designated representative, who will act as the architectural control "committee."

a. The decision of this committee with respect to any such matter shall be final and binding upon all parties. The committee 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; the harmony thereof with the surrounding buildings, and the view from the adjacent property. All decisions of the committee on said matters shall be final. The committee shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship.

b. 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 of any of the members of the Committee while any unimproved lot remains unsold by the Seller or its successor assignee, then their respective successor to the Committee shall be appointed in writing by the undersigned or its successor as assignee. When all the unimproved lots in the Subdivision have been sold by the undersigned, or its successor, or assignee, 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 subdivision.

9. LANDSCAPE ARCHITECTURAL CONTROL: All landscaping must be completed within one (1) year after the completion of the residence. Said landscaping must include a hard surfaced drive, parking stand or turn-about consisting of concrete or asphalt or similar material. No permanent gravel drive will be permitted. The hard surface with concrete, asphalt or similar material must be installed within one (1) year from the date the premises are substantially completed. Developers have selected and approved an electric lamp post with photo electric cell, which the lot buyer or his representative, will install where the driveway abuts the curb and gutter. The cost of the lamp post to be paid by the purchaser at the time of "closing" or at the time the house plans are approved by the Architectural Control Committee. The lamp post must be permanently installed and in operating condition before occupancy of the premises is taken by the owner.

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 or in the office of the City Building Inspector. The Developer and the City Building Inspector shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, and correction of any drainage condition. The Architectural Control Committee may, if necessary require additional easements for drainage purposes.

11. Any violation of these restrictions which shall exist for a period of one (1) year without a written protest thereof being received by the owner of the lot involved shall not be considered a violation thereafter. These

restrictions may be changed, modified and amended by the Committee with the consent of 60% of the owners of the lots in the Subdivision. Each lot in the subdivision 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 of said lots and upon all persons holding or claiming under or through them. Upon the violation of any or all of these restrictions by any owner or owners of any said lot, their heirs, executors, administrators, or assigns, or by any person or persons owning any lot or lots in the subdivision or any member of the Committee shall have the right to proceed at law or in equity against person or persons violating or attempting to violate any such covenant or restrictions, and shall be entitled to both equitable and legal relief. Invalidation of any one of these covenants and restrictions by judgement or Court Order shall in no wise affect any of the other provisions; each of which shall be construed and deemed severable and all of which are not so invalidated shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27 day of NOVEMBER, 1978.

SANDY KNOLL, LTD.

By: Robert G. Fox
Robert G. Fox, President

By: Robert Stack
Robert Stack, Secretary

STATE OF WISCONSIN)
WAUKESHA COUNTY)

Personally came before me this 27th day of November, 1978, the above named Robert G. Fox and Robert Stack, to me known as the President and Secretary of Sandy Knoll, Ltd., the persons who executed the foregoing instrument, and acknowledged the same.

Dean A. Sanders, Waukesha County
NOTARY PUBLIC, State of Wisconsin
My Commission: 5/4/80