

DECLARATION OF RESTRICTIONS
AND COVENANTS FOR WILDFLOWER

THIS DECLARATION, made this _____ day of _____,
1977, by George Schaefer, Alvin Schaefer, Veronica Schaefer, & the
Wisconsin Emporium Co. (The Declarant)

WITNESSETH:

WHEREAS, the Declarant owns the subdivision in the City of
Muskego ("The City"), hereinafter legally described, which has been
platted as Wildflower (the Subdivision), consisting of 40 one family
residential lots, 60 patio home lots, and 144 multiple family, and
Declarant desires to subject the Subdivision to the conditions, re-
strictions, covenants, reservations and easements hereinafter set forth
for the benefit of the Subdivision as a whole and for the benefit of
each owner of any part of the Subdivision;

NOW, THEREFORE, Declarant hereby declares that the real property
hereinafter described shall be used, held, transferred, sold and con-
veyed subject to the conditions, restrictions, covenants, reservations
and easements hereinafter set forth, which shall insure to the benefit
of and pass with said property and each and every parcel thereof, and
shall apply to and bind the successors in interest, and any owner thereof.

Definition of Terms. "Family" shall mean one, or more than one
person living, sleeping, cooking or eating on premises as a single house-
keeping group. "Architectural Control Committee" shall mean the committee
referred to in Article II hereof. "Lot" shall mean a lot in the Sub-
division platted for residential development.

ARTICLE I

The property subject to this Declaration shall be that real estate set forth on Exhibit "A" annexed hereto.

ARTICLE II

USE OF LOTS AND SIMILAR MATTERS

2.1 The general purpose of this Declaration is to help assure that the Subdivision and the adjacent property will become and remain an attractive community; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against 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 consistent with the purposes for which it is platted; to encourage and secure the erection of attractive residential structures thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain a proper space relationship of structures and lot lines.

2.2 Lots numbered 1 through 100 shall be used for one family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any such lot other than one family dwelling, not exceeding two stories in height.

2.2 Minimum floor area requirements per unit for $\frac{1}{2}$ acre lots shall be:

- One story 1,600 sq. ft.
- Two Story 1,100 sq. ft. on first floor
- Tri-Level 1,400 sq. ft. 1st floor and upper level

2.3 Minimum floor area requirements per unit for patio home lots shall be:

- One story 1,400 sq. ft.
- Two Story 900 sq. ft. per floor
- Tri-Level 900 sq. ft. per floor for 1st floor and upper level

2.4 All structures shall be designed by a registered architect, a professional engineer experienced in home design, or equally qualified individual or firm. No building, wall, fence or other structure shall be erected, placed, or altered on any lot until the building plans, specifications, and plot plan showing the location thereof have been approved in writing by the Architectural Control Committee as to quality, materials, harmony of external design and colors with existing and planned structures as to location with respect to topography, setbacks, finish grade elevations, driveways and plantings; as to compliance with all applicable restrictions contained in this Declaration.

The following set back requirements shall be met.

<u>Lot No.</u>	<u>Front Setback</u>	<u>Side Yards</u>	<u>Rear Yard</u>
1-40	35'	10' & 10'	60'
41-100	35'	10' & 0'	40'

In the case of all lots which are affected by drainage easements, the proposed structure can be constructed up to the easement line.

As a clarification of the structure is intended to mean the face of the building; overhangs may fall inside the actual easement if they are no wider than (2) feet.

This provision for being able to build to the easement lines is being inserted because it could provide a hardship if this was not done.

SUMP PUMP DISCHARGE RESTRICTION - The sump pump discharge line for all dwellings in the Wildflower development shall be constructed to discharge to the front of the lot.

2.4 All building plans and exterior design shall be approved by Initial Architectural Control Committee of three (3) persons appointed by the Board Directors of WISCONSIN EMPORIUM CO., Chairman of Architectural Control Committee will also be appointed by WISCONSIN EMPORIUM CO., The Architectural Control Committee, or its designated agent, shall reserve the right to reject any plans on the basis of incompatibility with the general theme and character of the subdivision. These restrictions shall apply to buildings, fences, hedges or walls, garden structures, or other elements contributing to topography and finished grade elevations.

The Architectural Control Committee shall serve as the sole agent for design and plan control until such time as all lots are sold and built upon.

2.5 Upon approval of the building plans, specifications and the plot plan by the Architectural Control Committee, and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence. Such construction shall be substantially completed within one year after the last such approval has been given. In the event such Committee, of its designated representative, fails to act upon said plans and specifications within thirty (30) days after submission, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, no right shall exist to enforce these covenants insofar as they require such approval.

2.6 No building on any lot shall be permitted to have a roof of color other than black, white, grey, off-white, brown, brown blend, or natural wood, except that the Architectural Control Committee in its discretion may grant approvals of other colors harmonious with those aforementioned.

2.7 Provisions shall be made on each lot for the onsite storage of not less than one (1) automobiles for each unit to be built upon that lot, such provisions to consist of a properly surfaced area, and not less than one (1) car or more than a three (3) car garage, to be connected to the street by a driveway properly surfaced with cement or asphalt. The auto storage area shall be located within the building setback lines.

2.8 Where fill is necessary on a lot to obtain the proper topography and finished ground elevation, it shall be ground fill free from waste material and shall not contain materials that will give off odors of any kind, and all dumping of fill materials shall be leveled immediately after completion of the building.

2.9 All electric and telephone lines shall be placed under ground.

2.10 The location of the proper course and method of drainage swales to provide for all surface drainage on each lot shall be approved by the Architectural Control Committee and City of Muskego and be compatible with the approved drainage plan. Homeowners shall take all steps necessary to prevent any erosion.

2.11 No noxious odors shall be permitted to escape from any unit, dwelling, or lot, and no activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot.

2.12 No structure of a temporary character, and no trailer, basement, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

2.13 No sign of any kind shall be displayed to the public view by any person other than the Declarant on any lot except one sign of not more than twelve (12) square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located at least ten feet back from the front lot line, this prohibition shall not apply to permanent subdivision identification signs and other signs approved by the City Planning Commission. ~~2.14 Where fill is necessary on a lot to obtain the proper~~

topography and finished ground elevation, it shall be ground fill raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

2.16 No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets.

2.17 Except for rooftop antennae which extend not more than ~~palatable with the approved drainage plan.~~ homeowners shall take all steps necessary to prevent any erosion. ~~Antennae~~ ternal television antennae or similar devices shall be erected without the prior approval of the Architectural Control Committee.

2.18 All swimming pools constructed on individual lots shall conform to City Zoning Ordinance.

2.20 All homes shall be landscaped within twelve (12) months of occupancy. There shall be no change in yard grades without the approval of the Homes Association.

ARTICLE III

Miscellaneous

3.1 This Declaration shall run with the land and shall be binding upon all persons claiming under the Declarant for a period of twenty-five (25) years from the date this Declaration is recorded.

3.2 This Declaration may be amended at any time and in any respect by the recording of an instrument executed as follows:
(a) so long as the Declarant continues to own any of the lots subject thereto, such instrument shall be executed by the Declarant and the

owners of at least sixty-six per cent (66%) of all lots subject hereto which are not owned by Declarant and (b) after the Declarant no longer owns any of the lots subject hereto, such instrument shall be executed by the owners of at least seventy-five per cent (75%) of the lots subject hereto.

3.3 Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which other provisions shall nevertheless remain in full force and effect.

ARTICLE IV

4.1 There is hereby created a Home Owners Association whose membership shall consist of all owners in fee of the lots within the subdivision. Each lot owner shall be entitled to one vote for each lot owned in fee. Land Contract vendees shall have the voting privilege of the lot owner. No more than one (1) vote per lot.

4.2 The Association shall have a Board of Governors consisting of three (3) owners. The Board shall elect their own officers. Board members shall serve for two (2) year terms with two (2) of initial members serving one (1) year terms. Board members shall be elected at the annual meeting of the Association which shall be held on the 3rd Wednesday of November of each year. Fifty (50) eligible voters shall constitute a quorum. A majority of all votes cast either in person or by written proxy at a meeting at which a quorum is present shall be necessary to adopt any matter voted upon. Special meetings of the

Association may be called by the Board of Governors or by five (5) owners. Written notice of all meetings including the time and place of the annual meeting shall be given not less than seven (7) nor more than fourteen (14) days prior to the meeting. Such notice may be given by certified mail. Notice may be waived by any owner either before or after the meeting.

4.3 The Board of Governors shall have the full authority to manage all those affairs and matters which may properly come before it. They shall have the power and authority to manage all recreational areas, and open spaces including Lake Lore, and shall have the rights, privileges and obligations arising under and by virtue of the "Open Space Agreement for "Wildflower" as entered into between WISCONSIN EMPORIUM COMPANY and the CITY OF MUSKEGO.

4.4 The Board shall collect from each owner a sum not to exceed Ten Dollars and no/100 (\$10.00) per month, as an for a maintenance charge which amount shall be paid on a quarterly basis, which charge shall be used to pay for the proper upkeep and maintenance of those recreational areas under the control of the Board. The Board may levy such other and further charges as may be required from time to time to carry out its functions and responsibilities.

4.5 In the event of non payment or delinquency for two (2) quarters, the Board shall notify the owner of such delinquency in writing and such owner shall have fourteen (14) days within which to

pay. If the delinquency is not paid, legal action shall be commenced and such owner agrees and consents that in addition to such delinquency, a penalty charge of One Hundred Fifty and no/100 (\$150.00) Dollars shall also be assessed against him.

4.6 The Association shall have two (2) standing committees which are the Architectural Control Committee and the Recreational Space Control Committee. A member of one committee may not serve on the other. The Committees shall consist of three (3) owners appointed by the Board, one of whom may be a Board member. Committee members shall serve two (2) year terms.

4.7 The Architectural Control Committee shall succeed the Initial Architectural Control Committee and shall carry out the duties and responsibilities recited in Article II of these restrictions.

4.8 The Recreational Space Control Committee shall have control of the recreational facilities available to owners of lots in Wild-flower. They shall formulate rules and regulations for use of such facilities and shall see to the proper maintenance of same. They shall formulate a budget for presentation to the Board for its approval. They shall keep accurate records of all expenses and expenditures.

4.9 Sections 4.1 through 4.8 of these declarations may be amended at any annual meeting by the affirmative vote of fifty (50) lot owners.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the date first written above.

WITNESSES:

WISCONSIN EMPORIUM CO.

STATE OF WISCONSIN }
MILWAUKEE COUNTY } SS.

Personally came before me this _____ day of _____, 1977, the above named _____ and _____, to me known to be the persons who executed the foregoing instrument and who acknowledged that they executed the same as their own free act and deed as _____ and _____ of WISCONSIN EMPORIUM CO.

Notary Public, Milwaukee Co., Wi.
My Commission expires: _____

This instrument was drafted by Attorney E. Ace Bernstein