

DECLARATION OF RESTRICTIONS

WOODCREST HEIGHTS

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, KLENZ-DEBACK PARTNERS, hereinafter known as "THE DEVELOPERS" and being the owners/agents of the property known as WOODCREST HEIGHTS, being a subdivision of a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 16, and a part of the SE 1/4 of Section 17, all in T5N R20E, in the City of Muskego, Waukesha County, Wisconsin and consisting initially of 22 single family lots, 21 two family lots and a 48 unit multi-family parcel, does hereby intend to establish a general plan for the use, occupancy and enjoyment of said subdivision; therefore, Developers do 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 hereof.

1. GENERAL PURPOSES: 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 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 homes 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 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 residential purposes except that lots 1 through 17 and lots 19 through 22 shall be two family lots with only two family residences being built thereon. Lot 18 shall be a multi-family site for no more than 48 one or two bedroom units. Developers reserve the right to divide said lot 18 for the purpose of resale in smaller parcels but only for multi-family use. 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.

3. The size and heights of the building shall be as follows: No dwelling shall exceed two and one-half (2½) 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, to-wit;

- A. One (1) story dwelling...1400 Square Feet, minimum.
- B. One and one-half (1½) story dwelling...1600 Square Feet minimum with a minimum of 1000 Square Feet on first floor.

- C. Two (2) story dwelling...1700 Square Feet minimum with a minimum of 900 Square Feet on first floor.
- D. Tri-level...1600 Square Feet minimum, with a minimum of 1100 Square Feet on the upper two levels.
- E. Bi-level...1650 Square Feet minimum, with a minimum of 900 Square Feet on the upper level.
- F. Two-family lots: Two family residence shall be permitted on the lots specified in paragraph 2 above. All two-family buildings shall be subject to the following minimum requirements, in addition to municipal regulations.
  - 1. Each residential unit in a one-story building shall have a minimum living area of 1000 Square Feet.
  - 2. Each residential unit in a two-story building shall have a minimum living area of 1200 Square Feet with not less than 600 Square Feet on the first floor.

The above square footage minimum requirements reflect actual living area. Each dwelling shall have a minimum of one and one-half (1½) baths. No garage shall be smaller than two cars in size or larger than 3 cars in size (except two family dwellings which may have two 1 car attached garages) and shall be an integral part of the dwelling. All residences shall have full basements with the exception of split-level or bi-level homes.

The design, size, construction and parking and landscaping plans for the multi-family site shall be under the control of the Architectural Control Board and must be approved by same in addition to meeting all City Codes and Ordinances.

4. No building or structure, excluding eaves, steps, open porches, overhangs, patios or other appurtenance not built on a foundation or frost footing, shall be located on any lot nearer to the front lot line than 40 feet or nearer to the side line of an adjoining lot than 15 feet or nearer to a rear lot line than 25 feet except that on a corner lot the side yard setback for the structure shall be no less than 25 feet on the adjoining street side.

5. 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 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.

6. 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 lot. 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 rights of way for the erection, construction and maintenance of all poles, 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 rights-of-way shall be confined, so far as possible, in the area within ten feet of all lot lines, 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 driveway culverts and ditches is the responsibility of the property owner.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except not more than two dogs, two cats, or other small household pets are permitted provided that they are not maintained for commercial purposes.

8. The undersigned reserves the right to restrict and/or set finished yard grades of all buildings, 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 Building Inspector unless said changes are approved in writing by the City Building Inspector and the undersigned. All dirt from excavations upon any lot which is not used on the premises shall be deposited in such places within the subdivision as shall be directed by the undersigned.

9. In order to maintain harmony in appearance and to protect the owners of the lots in the subdivision, no building or other structure 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.

A. The decisions of such committee with respect to such matters shall be final and binding upon all parties. The committee shall have the rights 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 and binding. 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 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 subdivision 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 subdivision.

10. 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 owner of any lot in Woodcrest Heights shall have the right, but not the obligation, to proceed at law against the person or persons so violating and is entitled to both equitable and legal relief. 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 invalidated shall remain in full force and effect.

11. 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 and a seeded or sodded lawn. No permanent gravel drive will be permitted. The hard surfaced 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. Developers have selected and approved an electric lamp and post, with photo electric cell, which the lot buyer or his representative, shall purchase and install where the driveway meets the roadway (approximately 18 feet in from the curb line). The cost of the lamp and post to be paid by the purchasers at the time of closing. The lamp and post must be permanently installed and in operating condition before occupancy of premises is taken by owner.

Purchasers of lots shall be responsible for the planting of at least two (2) trees of at least 2" diameter to be planted approximately 5 feet from front lot line within 2 years of closing date. All purchasers of lots 1,2,41,42,43 & 44 shall be responsible for the planting of at least three (3) pine or fir type trees of at least 2" diameter, proportionately spaced, along the earth berm on Racine Ave. Said trees to be planted within 2 years of closing date.

12. 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 the Office of the City Building Inspector. The Developer and/or 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.

13. Any violation of these restrictions which shall exist for a period of one (1) year without written protest thereof being received by the owner of the lot involved, shall be considered as no longer being in violation.

14. SUBDIVISION ENTRY SIGN: A decorative, landscaped subdivision entry sign shall be placed on either lots 1 or 44 by Developers, at Developers discretion, as near to the lot line as possible. Said sign shall remain the property of the entire subdivision and future maintenance of said sign shall be the responsibility of all property owners within the Subdivision.

15. These restrictions may be changed, modified and amended 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 lot and upon all persons holding or claiming under or through them.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19<sup>th</sup> day of JANUARY 1988.

KLENZ-DEBACK PARTNERS

BY: Robert W. Klenz

to proceed at law against the person or persons so violating and is entitled to both equitable and legal relief. Invalidation of any one of these covenants and restrictions by judgement or court order shall in no way affect any of

STATE OF WISCONSIN)  
  )ss  
Waukesha County     )

Personally came before me this 19<sup>th</sup> day of JANUARY 1988, the above named Robert W. Klenz and Harold DeBack, known to be personally as the persons who executed the foregoing instrument and acknowledged the same.

Robert L. Reppert  
NOTARY PUBLIC, STATE OF WISCONSIN

My Commission expires 7-14-1991

This instrument drafted by:  
Robert W. Klenz