

ORIGINAL

3750861

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

June 17, 2010 09:06 AM
James R Behrend
Register of Deeds

8 PGS
TOTAL FEE: \$25.00
TRANS FEE: \$0.00
Book Page -



DECLARATION OF RESTRICTIONS

W I T N E S S E T H:

WHEREAS, the developer owns a parcel of real estate in the Village of Dousman, Waukesha County, Wisconsin; and

WHEREAS, the real estate is described as CSM #10748 Lots #2, #3 & #4, and more fully described in the Final Plat recorded with the Waukesha County Register of Deeds the date of recording of this Declaration of Restrictions. See attached exhibit A.

NOW, THEREFORE, the developer hereby declares that the real property described in the recorded Final Plat of CSM #10748 Lots #2, #3 & #4, and made a part hereof, as though fully set forth herein, shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and reservations hereinafter set forth, which shall inure 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.

ARTICLE I - Definition of Term

The word "parcel" shall mean each individual building site as described in the Final Plat of CSM #10748 Lots #2, #3 & #4, recorded in the office of the Register of Deeds of Waukesha County.

The word "dwelling" shall mean a building which is designed or used, or which is intended to be used as a residence or a place of abode.

The word "ranch" shall mean a dwelling that has one story above grade.

The word "two-story" shall mean a dwelling that has two stories above grade and is not a bi-level or tri-level.

The word "bi-level" shall mean a dwelling that has one or more stories above grade and has two separate levels of living area.

The word "split-level" shall mean a dwelling that has two or more stories above grade and has three or more separate levels of living area.

The word "story and one half" shall mean a dwelling that has two stories, both of which are above grade with the story being approximately one half of the square footage of the first story, and is not a two story, bi-level or split level.

Dr
25
1/8

6/16/2010

ARTICLE II

General purpose. The general purpose of this Declaration is to help assure that the development will become and remain an attractive community and toward that end preserve and maintain the natural beauty of the development; to insure the best use and the most appropriate development of each building site; 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 dwellings; to insure the highest and best residential development of said property encourage and to prevent haphazard and inharmonious improvement of building sites.

Land Use and Building Type. No parcel shall be used except for single family residential purposes.

Speculative Builder/Investors Compliance With Protective Covenants. Any home building contractor or other individual or firm who purchases or contracts to purchase a lot with the intention of constructing a house upon a lot as a speculative venture (that is without a purchase contract with an outside party prior to the starting of construction and with the intention of offering the completed package of house and lot for sale to the general public) shall abide by all of the restrictions and covenants contained herein without exception.

Architectural Control.

ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee, which shall initially consist of two members, namely Guy Ott and Beverly Ott, may at its sole discretion elect new members from time to time to replace existing or retiring members or to supplement the present members of the committee. Said elected replacement members shall be a person or persons having a vested interest in CSM #10748 Lots #2, #3 & #4, by ownership of property within said subdivision.

LAND USE: Lots shall be used only for single family residential purposes and construction of one-family detached dwelling on each lot. Auxiliary structures may be permitted or denied at the sole discretion of the Architectural Control Committee; considerations of terrain, environmental impact, aesthetics, and impact upon contiguous lots shall be some of the categories for approval or denial by the committee. No dumping, alteration of grade, or the cutting of any standing trees, brush, dead-fall or limbs for firewood or other reasons as permitted without the prior authorization and supervision of the architectural control committee. No building (principal or assessor), fence, swimming pool, tennis court or any other structure shall be erected, placed or altered on any lot until the building plan, specifications of the

construction, materials of construction and plat plan showing the locations thereof had been approved in writing by the Architectural Control Committee as to quality, materials, harmony of exterior design and colors with existing and/or plan structures; as to location with respect to architectural theme, topography, setbacks, finish grade elevations, driveways and plantings and as to compliance with all applicable restrictions contained in these protective covenants. In making evaluations, the Architectural Control Committee may consider the proposed residence or accessory in relation to existing homes and accessories or previously approved homes or accessories that will be in close visual proximity to one another. Whenever doubt exists, the first submitted plans shall take preference and be approved or altered first.

Dwelling Quality and Minimum Sizes. The design, layout and exterior appearance of each dwelling shall be such that the dwelling will be of high quality and will have no substantial adverse effect upon property values in the neighborhood. The ground area within the perimeter of the dwelling at grade, exclusive of porches, garages, bays, patios, breezeways and other similar additions, shall not be less than hereinafter scheduled:

For lots #2, #3, #4 Of CSM# 10748 as follows:

- A. Not less than 1,500 square feet for a ranch.
- B. Not less than 1,800 square feet for a two-story.
- C. Not less than 1,700 square feet for a bi-level, with an upper level no less than 1,300 square feet.
- D. Not less than 1,700 square feet for a split-level, with the two upper levels combined being not less than 1,400 square feet.
- E. Not less than 1,600 square feet for a story and one half, with no less than 1,100 square feet on the first floor.

Each dwelling shall have an attached garage of adequate size and dimension to contain at a minimum two (2) automobiles.

Zoning and Building Restrictions. The developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the Village of Dousman, Waukesha County, the state of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village, County, State or Federal law or regulation, the more restrictive shall apply.

Building Construction Materials. All dwellings will be constructed of natural materials, including but not limited to, hardwoods or softwoods customarily used to construct dwellings, brick veneer, stone veneer, vinyl or aluminum siding, fascia and soffit. No exposed poured concrete or concrete block shall be permitted on any dwelling or out building. Where concrete or block would otherwise be exposed it must be covered by the dwellings siding, brick, or stone.

Accessory Outbuildings and Satellite Receptors. Notwithstanding anything contained herein to the contrary, no owner shall have a right to, or be permitted to, erect an accessory structure in size greater than 15 feet by 20 feet, or 15 feet in height (as the terms may be defined in the basic zoning ordinance of Waukesha County, effective in the Village of Dousman, as originally adopted on June 7, 1946, revised on February 26, 1959, and codified on July 13, 1972

Height of Grade. No owner of any lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any lot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the developer, unless and until the lot owner shall first obtain the written approval of the Architectural Control Committee for such grade alterations. Top of basement floor elevation will be set by sellers land surveyor.

In order to obtain this approval it shall first be necessary for the lot owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be regraded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which in no way adversely affects an adjacent property owner as regards draining or their viewing of unreasonable slope treatment.

Earth Moving and Preservation/Restoration of Disturbed Areas. During any earth moving activities for structures, septic systems, and/or appurtenant accessories or structures, erosion control practices shall be installed to prevent sedimentation into storm water drainage easement areas.

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Grading Plan or any amendment thereto approved by the Municipal Engineer on file in the office of the Developer's Engineer. The Developer and/or the Municipality and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same."

Within a one year period from the issuance of a building permit the owner of each lot shall complete or cause to be completed the finish grading, retopsoiling and seeding or establishing another ground cover or other plant material on all areas that were previously disturbed during the time of activities of construction.

Commencement of and Completion of Construction. Before any Construction shall be commenced on any lot, the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Architectural Control Committee. All access to an from the homesite construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way.

Any exterior construction commenced shall be completed within a one year period and shall be ready for occupancy within that period.

Construction Deposit

During the time of construction the lot owner shall be responsible to see that his/her contractor maintains a constant cleanup of all scraps, paper and other waste materials. In the event that the lot owner or his/her contractor shall fail in this responsibility the Architectural Control Committee shall have the right to perform the necessary cleanup and to make an appropriate deduction of money from the construction deposit of \$500 to cover the expense incurred by the Architectural Control Committee.

Driveways. The owner of each lot shall, within two years of the date of issuance of a building permit for the construction of a residence on a lot, install a concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street curbing gutter section. If the driveway is installed as a concrete driveway, the concrete shall be installed no closer than six (6) feet to the travelled portion of the roadway, and the area between the concrete drive and the travelled portion of the roadway shall be paved with asphalt. Further, driveway pavement installed within ten (10) feet from the travelled portion of the roadway shall have a rise of not more than five (5) inches. No headwalls shall be constructed on the ends of any culvert other than of natural stone masonry. Further, the installation of headwalls at the ends of culverts is prohibited unless the lot owner obtains the express written permission for the installation of same from the Highway Department of the Village of Dousman.

Garbage and Refuse Disposal. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept on the parcel except in sanitary covered containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and be suitably screened from view from streets and adjacent parcels.

Nuisances. No business, profession or trade shall be carried on upon any lot or from within any residence. No noxious or offensive activities shall be carried on upon any lot or from within any residence. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision.

Storage to be in Permanent Structure. No outside storage of vehicles, boats, motorcycles, snowmobiles, trucks, trailers, tractors, campers, recreational vehicles or other paraphernalia shall be permitted on any lot.

Animals, Livestock and Poultry. No animals may be 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 purposes.

Signs. No sign of any kind shall be displayed to the public view on any lot except one sign not more than two feet square in size identifying the property of the owner, one sign not more than 10 square feet in size advertising the property for sale or rent, or a sign not more than 10 square feet used by a builder to advertise a residence for sale, but only during the construction and sales period.

Antenna. No exterior antenna (only one being permitted per lot) greater than ten feet in height above the roof, ridge line or duct shall be permitted without the approval of the Architectural Control Committee. Any variations to this restriction must first have the approval of the Architectural Control Committee. The Architectural Control Committee, in reviewing any requests for variations from this height limitation, shall take into account the location and visibility of the antenna as to whether it may be seen by adjacent lot owners or persons moving in the public street or open space area. The granting of a variation to a height requirement shall not constitute the establishment of a precedent of any individuals having right to a variance.

Fence and Walls. It is the intention to preserve the open natural feeling of the Subdivision. Therefore, no barrier fenced or containment fences may be erected on or adjacent to any lot line. Fencing to meet governmental regulations with regard to swimming pools will be permitted.

All lots shall be provided with electric, gas and telephone service by means of underground installation only. No residence or other building or structure on any lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any lot between the utility company's secondary pedestals and the buildings on any lots shall be paid by the owner of said lot.

ARTICLE III

Enforcement. It is understood that these restrictions, protections, covenants, conditions, charges and provisions are intended for the benefit of all the parcels in CSM #10748 Lots #2, #3 & #4, and that either the undersigned developer or his successors and assigns, Architectural Control Committee, or any owner or owners of any parcels herein referred to, may enforce such restrictions, protections, provisions, conditions or charges, or any of them, in the event of breach, and that the judgment in said action, in addition to providing for the removal of any building or structure erected, built or placed in violation of any of the foregoing restrictions, protections, covenants conditions, charges or provisions, and for such other relief as the court by which such judgment is rendered shall deem equitable, shall provide that the party found guilty of such breach shall pay to the party or parties prosecuting such action, in addition to the taxable costs thereon, his or their reasonable and proper attorney fees, and all other expenses incurred by him or them therein, and that the right to maintain such action shall not be barred by laches or acquiescence.

ARTICLE IV

Term. The provisions hereof shall remain in full force and effect for a term of thirty(30)years form the date of recording hereof, except such as may be annulled, waived or changed, and shall be

constructed and deemed to run with the land and shall bind the respective owners of the parcels hereinbefore referred to, their heirs, administrators, executors, successors and assigns, and each and every one of them.

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 shall nevertheless remain in full force and effect.

ARTICLE V

Modification. It is understood that any of the aforesaid restrictions, protections, covenants, conditions or provisions may be annulled, waived, changed or modified by a vote of two-thirds of the owners of the parcels in CSM #10748 Lots #2, #3 & #4, Any action taken by the parcel owners, subject to his paragraph, shall be reduced to writing and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, before it shall be effective.

