

**DECLARATION OF RESTRICTIONS
FOR
"COLLEGE SQUARE"
A SUBDIVISION IN THE CITY OF MUSKEGO
WAUKESHA COUNTY, WISCONSIN**

KNOWN TO ALL MEN BY THESE PRESENTS, that the undersigned **COLLEGE SQUARE DEVELOPMENT GROUP**, hereinafter known as "Owner", being the owner of the property known as:

COLLEGE SQUARE SUBDIVISION LEGALLY DESCRIBED AS:

Being a remapping of Certified Survey Map No. 4608, together with those lands located in the NE.1/4 and the NW.1/4 of the NE.1/4 of Section 5, T.5N., R.20E., City of Muskego, Waukesha County, Wisconsin.

Commencing at the Northwest corner of the Northeast 1/4 of said Section 5; thence S.00°18'50"W., on and along the West line of said Northeast 1/4, 1109.48 feet; thence N.88°51'58"E. on and along the 1/16th line of said 1/4 section, 740.61 feet; thence N.01°08'39"E. 315.71 feet, to the place of beginning of the lands herein described; thence N.01°42'00"W., 718.37 feet to a point on the south right-of-way line of College Avenue; thence N.89°19'02"E. on and along the South line of College Avenue, 563.38 feet to an angle point; thence S.74°45'52"E., 254.08 feet to a point on the westerly right-of-way line of Hillendale Drive; thence N.84°08'04"E., 73.00 feet to a point on the Easterly right-of-way line of said Hillendale Drive; thence N.05°51'56"W. on and along said westerly right-of-way line, 83.43 feet to a point in the south right-of-way line of College Avenue; thence N.89°19'02"E. on and along the south line of College Avenue 117.46 feet; thence S.05°54'25"E. on and along the westerly line of Certified Survey Map No. 4608, 153.79 feet; thence S.13°38'22"E. on and along said westerly line, 130.42 feet; thence S.05°18'50"E. on and along the westerly line of Certified Survey Map No. 4593, 96.86 feet, thence continuing on and along said westerly line S.00°43'48"E., 101.65 feet; thence N.79°31'50"W. on and along the northerly line of said Certified Survey Map, 167.99 feet to a point on the easterly right-of-way line of Hillendale Drive; thence northerly on and along the Easterly right-of-way and the arc of a curve center of which lies to the west having a radius of 904.53 feet, a chord of 257.01 feet, bearing N.02°18'08"E., 257.88 feet; thence continuing N.05°51'56"W. on and along said easterly right-of-way line 106.63 feet; thence S.84°08'04"W., 73.00 feet to a point on the westerly right-of-way line of Hillendale

Drive; thence S.05°51'56"E., on and along said westerly right-of-way line, 106.63 feet to a point of curvature; thence on and along the arc of a curve, center of which lies to the west, having a radius of 831.53 feet, a chord of 292.66 feet, bearing S.04°16'12"W., 294.19 feet; thence S.89°39'21"W., 142.98 feet; thence S.14°20'11"W., 71.00 feet; thence S.02°18'24"W., 183.34 feet; thence S.89°19'04"W., 608.38 feet to the point of beginning

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 50 years from the date of the recording hereof.~~ J.C.

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 preserve, as far as is practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color scheme; 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 site; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequately for a high type and quality of improvement in said property and thereby to preserve and enhance the values of investments made by purchasers of building sites therein.

2. There shall be no future division of subdivision lots in this Subdivision without approval of the Plan Commission of the City of Muskego.

3. Lots #9, #10, #11, #12, #13, and #14 shall not be used for other than single family dwellings, and the following shall relate to these lots:

(A) The conduct of any and all business shall be prohibited. All structures shall be designed by a registered architect or a professional engineer or designer experienced in residential designs. The exterior of all structures shall be of frame, brick, stone, or other material approved by the committee.

(B) All single family dwellings shall conform to the City of Muskego floor area standards for living area.

(C) All single family dwellings shall have a garage. No garage shall be larger than necessary to accommodate three (3) cars and all garages shall be attached to the dwelling either forming an integral part with the dwelling house or by connection porches or breezeways.

(D) No living quarters of temporary character shall be permitted at any time, it being the intention that only permanent private dwellings with garages shall be permitted. All garages shall be built at the same time as the private dwelling and shall be large enough to accomodate a minimum of 2 cars.

(E) Any animals, livestock or poultry of any kind kept on the property must conform to the City Ordinance.

4. Lots #1 through #8 inclusive may each be used for the construction of one multi-family building containing no more than eight (8) living units. Each building shall be subject to approval of the City of Muskego under a planned unit development agreement in addition to approval of the "Committee" as set forth in paragraph #8 of these restrictions.

The following shall relate to these lots:

(A) All multi-family units shall have a minimum of one gararage structure per living unit.

(B) Garage structures for multi-family units shall be constructed of similar exterior design and materials as the residential building on the same lot. The garage structure shall provide storage not less than one (1) car per residential unit constructed.

(C) A minimum of fifty per cent (50%) of the exterior vertical surfaces shall be of masonry veneer exclusive of window and door openings.

5. No lot shall be used in whole or in part for the storage of rubbish 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 eyes; nor shall any substance, thing, or material be kept upon any lot that will omit 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 and telephone lines shall be placed underground.

7. ~~_____~~
~~_____~~ YARD GRADES ESTABLISHED BY FINAL GRADING & EROSION CONTROL PLAN.

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 structure, the elevation thereof and the grade of the lot and a sketch or view of such building or structure or changes, shall have been submitted to and approved in writing by a committee of three (3) members

designated and appointed by the undersigned or its successors and assigns as herein provided, said committee being herein referred to as the "Committee". The decision of the 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 for aesthetic or any other reasons. In passing upon such plans and specifications the Committee may take into consideration the suitability of the proposed building or other structure, 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.

9. The original Committee shall be composed of Roger W. Johnson, Robert G. Fox and John J. Groh. The decision of any two (2) of these members will be final and binding upon all parties. Neither the members of the Committee 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.

10. Landscape Architectural Control: All landscaping must be completed within one year after the completion of the residence. Said landscaping must include a hard surfaced drive, parking stand or turnabout 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 as required.

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 sixty per cent (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 one or all of these restrictions by any owner or owners of any said lot, their heirs, executors, administrators, or assigns, any member of the Committee shall have the right to proceed at law or in

