DECLARATION OF RESTRICTIONS

DURHAMSWOOD-ADDITION #1

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, ROBERT W. KLENZ, and HENRY K. OSBURN, hereinafter known as "THE DEVELOPER" and being the owner of the property known as: DURHAMSWOOD-ADDITION #1, being a subdivision of a part of the NE 1/4 of Section 11, T5N, R20E, in the City of Muskego, Waukesha County, Wi. and consisting initially of 18 single family lots, does hereby intend to establish a general plan for the use, occupancy and enjoyment of said subdivision; therefore, Developer 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 hereof.

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 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 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 residential purposes. All structures shall be designed by a perdon experienced in residential design or a professional engineer or architect. All buildings shall be completed within the alloted time set by the City of Muskego in it's 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 820 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.

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 and shall be either an integral part of the dwelling or connected by a porch or breeze-way to the dwelling. All residences shall have full basements with the exception of Split level or Bi-level homes.

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 permited. 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 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.

5. All electric, gas 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 not more than two dogs, two cats, or other small household pets are permitted provided that they are not maintained for commercial purposes.

7. The undersigned reserves the right to set finished yard grades of all buildings, pools, fences, or other structures to be erected or constructed. 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, without cost to the undersigned, if requested by the undersigned.

8. 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 Durhamswood Addition #1 shall have the righ, 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 judgment 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.

9. LANDSCAPE ARCHITECHTURAL CONTROL: All landscaping must be completed within one (1) year after the completion of the residence. Said landscaping must include a hard surfaced drive. No permanent gravel drive will be permitted. The hard surface drive with concrete, asphalt or similar material must be installed within one (1) year from the date the premises are occupaied upon construction.

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 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.

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 be considered as no longer being in violation. 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 _____day of _____, 1987.

BY:_____
    Robert W. Klenz

BY:_____
    Henry K. Osburn

STATE OF WISCONSIN)
)ss
Waukesha County   )

    Personally came before me this _____day of _____1987, the above named Robert W. Klenz and Henry K. Osburn, known to me personally as the person who executed the foregoing instrument and acknowledged the same.

                          _____
                          NOTARY PUBLIC, STATE OF WISONSIN
                          My Commission expires_____

This instrument drafter by
Robert W. Klenz