

DECLARATION OF RESTRICTIONS
DURHAMSWOOD-ADDITION #2

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, ROBERT W. KLENZ, hereinafter known as "THE DEVELOPER" and being the owner of the property known as DURHAMSWOOD-ADDITION #2, being a subdivision of a part of the NE 1/4 of Section 11, T5N, R20E, in the City of Muskego, Waukesha County, Wisconsin and consisting initially of 31 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 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 (2-1/2) 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 . . . 1,400 square feet minimum
- B. One and one-half (1-1/2) story dwelling . . . 1,600 square feet minimum, with a minimum of 1,000 square feet on first floor.
- C. Two (2) story dwelling . . . 1,700 square feet minimum, with a minimum of 850 square feet on first floor.
- D. Tri-level . . . 1,600 square feet minimum, with minimum of 1,100 square feet on the upper two levels.
- E. Bi-Level . . . 1,650 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 (1-1/2) baths. No garage shall be smaller than two cars in size or larger than three 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 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 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 or his successors or assigns reserve 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 #2 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 judgment or court order shall in no way effect any of the other provisions, each of which shall be construed and deemed severable, and all of which not so validated shall remain in full force and effect.

9. LANDSCAPE ARCHITECTURAL CONTROL: All landscaping must be completed with one (1) year after the completion of the residence. Said landscaping must include a hard surfaced drive constructed of concrete, asphalt or similar material and installed within one (1) year from the date the residences are completed. Except for tree plantings, lots shall be landscaped and seeded or sodded within one year after completion of the residence. 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.

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. All owners of lots in Durhamswood-Addition #2 shall be owners of the Durhamswood Addition No. 2 Homeowners Association, Inc. and shall comply with all of the rules, by-laws, and requirements of such association. The Developer shall have the option to permit any owners of lots in Durhamswood Subdivision or Durhamswood Addition No. 1 Subdivision to become members of the Durhamswood Addition No. 2 Homeowners Association on the same basis as owners of lots in Durhamswood Addition No. 2, the total

