

Restrictions, covenants, easements and conditions contained in a Declaration executed by Development Corporation of America, dated November 30, 1957 and recorded on December 11, 1957 in Volume 759 of Deeds at page 46, as Document No. 470393, providing as follows:

PROTECTIVE COVENANTS FOR
FOUNTAINWOOD ADDITION NO. 3

Part A. Preamble.

Know all men by these presents that the undersigned owners of property known as Fountainwood Addition No. 3, being a subdivision of part of the Northwest One-quarter (NW $\frac{1}{4}$) of Section 1, Town 5 North, Range 20 East, in the Town of Muskego, Waukesha County Wisconsin, according to the recorded plat thereof, for the purpose of the preservation of the value of the Lots in said subdivision, do on this 30th day of November, 1957, hereby declare and provide that all lots in said subdivision shall be used only for the purposes and in the manner hereinafter set forth and shall be subject to the following restrictions and conditions.

Part B. Area of Application.

B-1. Protected Residential Area. The residential area covenants in Part C in their entirety shall apply to the entire subdivision, excepting for Lots 4, 5, 6, 13 and 14, Block 19 which said five (5) lots shall be devoted to recreational purposes only and shall be known and designated as "Fountainwood Recreation Center".

Part C. Residential Area Covenants.

C-1. Land use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private garage for not more than three cars.

C-2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location and grade of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Part G.

C-3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot if said dwelling has an appraised value of less than \$14,000.00 based upon values prevailing on the date these presents are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better than, that which can be

increased by 200 square feet over the areas otherwise required. No detached garage or car port shall be erected on any lot.

C-4. Building Location. No building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than ~~50~~ 30' feet to any side street.

No building shall be located nearer than 20 feet to an interior lot line. For the purpose of this covenant, eaves steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet.

C-6. Easements. Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat, and easements for utilities are reserved as the electric, gas and telephone utilities may require.

C-7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

C-8. Temporary Structures. No structure of a temporary character shall be erected or placed on any lot at any time.

C-9. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot and one sign of not more than five square feet advertising the property for sale or rent. Larger signs may be used by builders or real estate brokers to advertise the property during the construction and sales period of new dwellings, but the size, nature, location thereof and the descriptive matter contained thereon shall be subject to the approval of the architectural committee as to propriety and conformity with the general character of the subdivision.

C-10. Livestock and Poultry. No animals, livestock or poultry of any kind shall 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 purpose.

C-11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage or refuse shall be burned on any lot excepting within the home. During the construction of any residence, the builder thereof shall keep all waste material and refuse cleaned up and

authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, after three years from date, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or withdraw from the committee or restore to it any of its powers and duties.

D-2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

Part E. General Provisions.

E-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

E-2. Enforcement. Enforcement shall be by proceedings at Law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

E-3. Severability. Invalidiation of any one of these covenants by judgment or court order shall in no wise affect any of the other of the provisions which shall remain in full force and effect.

A correction of the above instrument as contained in an affidavit by John M. Couture and David A. Couture, dated July 2, 1964 and recorded on October 13, 1964 in Volume 995 of Deeds at page 60 as Document No. 621851, providing as follows:

John M. Couture and David A. Couture, being first duly sworn on Oath, depose and say that they are now, and were on November 30, 1957, the President and Secretary, respectively, of Development Corporation of America, a Wisconsin Corporation; that said corporation executed Protective Covenants for a subdivision known and recorded as Fountainwood Addition No. 3; that said Protective Covenants were recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on December 11, 1957, as Document No. 470393 in Volume 759 of Deeds on Page 46; that a scrivener's error appears in paragraph C-4 of said Protective Covenants.