

DECLARATION OF RESTRICTIONS
for FREEDOM ACRES ADDITION NO. 1

THIS DECLARATION, made this _____ day of _____, 197____, by Ceille Investment Corporation, the Developers

WITNESSETH:

WHEREAS, the Developers, Ceille Investment, own the subdivision in the City of Muskego (the "City"), hereinafter legally described which has been platted as "Freedom Acres Addition No. 1" (the "Subdivision"), and Developer desire to subject the Subdivision to the conditions, restrictions, covenants, reservations and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of each owner as any part of the Subdivision;

NOW, THEREFORE, Developers hereby declare that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements 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

PROPERTY subject to this Declaration. The following property shall be subject to this Declaration:

Freedom Acres Addition No. 1 located in the Northeast One-Quarter of the Southeast One-Quarter of Section 11, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Southeast One-Quarter of Section 11; thence South 87°48'21" West along the North line of the said Quarter Section 680.00 feet to the point of beginning of the lands herein described; thence continuing South 87°48'21" West along said North line 398.84 feet; thence the following courses along the Easterly line of Block "D" Freedom Acres Subdivision: South 02°11'39" East 159.00 feet; South 10°43'39" East 397.32 feet; South 14°43'39" East 155.00 feet; South 21°35'54" East 186.27 feet to a point on the Northerly line of Independence Drive; thence 123.83 feet along said Northerly line on the arc of a curve to the left of radius 233.65 feet, chord bearing South 64°27'21" West 122.39 feet; thence South 40°43'39" East 60.00 feet to a point on the Southerly line of Independence Drive; thence South

49°16'21" West along said Southerly line 8.00 feet; thence the following course along Block "E" "Freedom Acres" Subdivision: South 33°04'39" East 189.02 feet; North 58°06'21" East 88.00 feet; North 86°20'21" East 716.10 feet; South 01°19'39" East 252.01 feet to a point on the centerline of McShane Road; thence North 87°46'21" East along said centerline 99.92 feet; thence North 01°19'34" West 571.71 feet; thence North 43°31' 55" West 1012.10 feet to the point of beginning.

ARTICLE II

USE OF LOTS AND SIMILAR MATTERS

2.1 General Purpose: The general purpose of this declaration is to help assure that the subdivision will become and remain an attractive community and toward that end to preserve and maintain the natural beauty within the subdivision; to insure the best use and the most appropriate development and improvement 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 structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property consistent with the purposes for which it is platted; to encourage and secure the erection of attractive residential structures thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain proper spatial relationship or structures to other structures and lot lines.

2.2 Type of Dwellings Permitted: No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than one detached, single-family dwelling, not exceeding two floors in heights (excluding basement) and including an attached private garage for not more than three cars. All residences, when erected, shall include a garage, as aforesaid, no less than four hundred (400) square feet in size, attached directly to the main residence building. Said garage shall be built and completed contemporaneously with the main residence building. The minimum living area and services of each such single-family dwelling shall be as follows, not including area of garages, porches, patios and decks:

(a) Single story (ranch)

Seventeen Hundred Fifty (1750)
Square Feet

(b) Two story (colonial)

Two Thousand (2000)
Square Feet

(c) Tri-Level

Eighteen Hundred (1800)
Square Feet

No living area below or living area partially below grade shall be considered in fulfilling these area requirements.

No single story, story and 1/2 or two story dwellings may be built without basements with a total area equal to at least 2/3 of the total living area of the main floor. The architectural control committee shall have exclusive right to determine whether such are and service requirements will be met by any proposed single-family dwelling. Any action by said committee shall be final and conclusive with no right of appeal.

ARCHITECTURAL CONTROL:

No building, wall, fence or other structure shall be erected, placed or altered on any lot until the building plans, specifications and plat plan showing the location thereof have been approved in writing by the Architectural Control Committee as to quality, materials, harmony of external design and colors with existing and/or planned structures; as to location with respect to topography, setbacks, finish grade elevations, driveways and plantings; and as to compliance with all applicable restrictions contained in this Declaration. The Committee's approval or disapproval, under these Deed Restrictions, shall always be in writing. In the event the Committee, or its designated representatives, fail to approve or disapprove within thirty days after duplicate plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as required by the preceding paragraphs hereof only; all other provisions of these restrictions to have full force and effect. Such plans and specifications, as submitted, shall be signed by the owner of said lot, or his designated representative, and shall be dated. One set of such plans shall be returned to the owner of said lot, or his representative, upon either approval or disapproval. Action by said Committee shall be final and conclusive as to persons then or thereafter owning any lot. Further specific provisions are as follows:

- a. No two dwellings within 5 lots of each other in the subdivision may be of the same or closely similar floor plan, exterior appearance or character. When considering proposed dwellings,

comparison will be made with existing dwellings in the subdivision and plans previously submitted to the Architectural Control Committee for approval. Whenever doubt exists, the first submitted plans shall take preference and be approved or altered first.

- c. All dwellings must be constructed with basements or lower levels of masonry construction below finished grade.
- d. All municipal, county and state building codes and regulations must be adhered to. Should any conflict exist between governmental codes or regulations and these covenants, the more stringent shall prevail.
- e. All residences placed on any lot shall be built by conventional, stick-built, on-site construction methods, or, alternatively, by on-site construction of panelized methods. No factory-built, off-site, modular or unitized constructed residence shall be allowed to be placed on any lot. It shall be within the discretion of the Architectural Control Committee, exclusively, to determine and/or define the type of construction method proposed to be used, and to approve and/or disapprove of the same.

COMPLETION OF CONSTRUCTION:

Any construction commenced shall be completed within a one (1) year period from commencement of construction and shall be ready for occupancy with that period. Also, within such time period, the owner of such lot shall seed and suitably plant grass and decorative shrubs in all of such lot area except that occupied by the residence, driveways and out buildings.

BUILDING LOCATION:

Building location shall be in accordance with City requirements and must first be approved by the Architectural Control Committee. All dwellings must be located in such a way as to maintain as much of the natural topography of the lot as possible. It is intended that dwellings be placed informally so as to preserve the natural beauty of the subdivision as well as trees.

AUTO PARKING, GARAGES, DRIVEWAYS, ETC.:

Provision shall be made on each lot, in addition to garages, for outside, onsite

parking of at least two cars per dwelling, such provisions to consist of properly surfaced area connected to the street by properly surfaced driveway. No boats, trailers, motorized campers, etc. may be parked or stored on any lot for a period exceeding two weeks in any six (6) month period and no truck or trucks may be parked on any such lot outside of a garage, other than for delivery of material or merchandise, or except during construction or remodeling periods.

NUISANCES:

No noxious odors shall be permitted to escape from any dwelling or lot and no activity which is or may become a nuisance or which creates unusually loud noises shall be suffered or permitted on any lot including outlots.

APPURTENANT STRUCTURES:

No structure of either a permanent or temporary nature other than the dwelling and attached garage or other dwelling area may be erected, stored or used on any lot including but not limited to storage buildings, dog runs, stables, etc.

SIGNS:

No sign of any kind shall be displayed to public view on any lot except one sign of not more than 12 square feet advertising the property for sale or rent or during the construction period advertising the builder. All signs shall be located at least 10 feet back from the lot line.

ANIMALS AND POULTRY:

No animals, livestock or poultry of any kind may be bred or kept on any lot, except that dogs and cats may be kept as household pets provided they are not kept, bred or maintained for any commercial purpose, allowed outside the confines of the owner's lot except on a leash, nor allowed to annoy neighbors.

SEWAGE DISPOSAL:

Each dwelling shall be connected to the municipal sewer. No septic tank or individual sewage system shall be permitted.

GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such rubbish shall be kept only in sanitary containers screened from view from the street.

LANDSCAPING:

All dwelling lots shall be fully landscaped with grass and shrubs according to the landscape plan submitted within one year of occupancy of the dwelling. Planting of trees, one tree per 50 feet of lot frontage must be planted by lot owner and in accordance with City of Muskego specifications. Lawns must be maintained and mowed at heights acceptable to the committee.

EFFECT OF APPROVAL:

Upon approval of the building plans, specifications, plot plan and landscaping plan by the Architectural Control Committee and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence. Such construction shall be completed suitable for occupancy within 12 months after the last such approval has been received. In the event said Committee fails to act upon said plans and specifications within 30 days after submission, or in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, no right shall exist to enforce these covenants insofar as they require such approval.

So long as the said owners shall own any lot in the subdivision, or any land, the authority and functions of the Architectural Control Committee shall be lodged in Ceille Investment Corporation. When these owners no longer own any lots in the subdivision or abutting land, the Architectural Control Committee shall consist of three members, each elected by the owners of the lots in the subdivision, each lot representing one vote. Members of the committee shall serve for three years or until their successors have been duly elected. Due notice of the election of such committee shall be filed in the office of the Register of Deeds for Waukesha County.

These Deed Restrictions may be modified by the Architectural Control Committee with the consent of sixty (60) per cent of the owners of lots in the subdivision, each lot being entitled to one (1) vote in determining said consent. Any amendment shall be in writing, duly recorded with the Waukesha County Register of Deeds.

ANTENNAE:

Except for rooftop antennae which extend not more than ten feet above the highest point in the roofline of the dwelling, no external television antennae or similar devices shall be erected without the prior approval of the Architectural Control Committee.

FENCES AND WALL:

No fence or wall shall be permitted except those of a purely decorative or landscaping nature or those required to meet governmental regulations. No fence or wall may be erected on any lot except upon approval by the Architectural Control Committee.

MOTORIZED VEHICLES:

No motorcycles, snowmobiles, trail bikes, dune buggies or off-street motorized vehicles of whatsoever type or description shall be operated on any outlot, driveway, parking area, private road or open space within the subdivision.

UTILITY RESTRICTIONS:

Any fuel oil or gas tanks, required for home heating and/or cooking, if outside the residence, shall be buried below ground level or placed to the rear and as nearly adjacent to the rear of the residence as the City of Muskego Zoning Code or State of Wisconsin Building Code allows. If above ground level, said tanks shall also be completely visually screened as approved by the Architectural Control Committee.

All lots shall be provided with electric and telephone service by means of underground installations 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 lot, shall be paid by the owner of the said lot.

DRAINAGE FACILITIES:

No construction of any sort shall be allowed in any designated drainage facility or easement area on the recorded plat of the subdivision. The owner of each lot affected by a drainage easement shall maintain the lawn area of that easement and keep this area free from debris.

Enforcement of these Deed Restrictions shall be by proceedings at law or in equity against any persons violating or attempting to violate any of the provisions hereof, either to restrain violation of the same or to recover damages.

Invalidity of any one of the provisions of these Deed Restrictions, by judgement or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Loretta A. Ceille
Joel J. Ceille
Chester C. Ceille
have hereunto set their hands and seals this 30th day of January,
1978.

Loretta A. Ceille (SEAL)
Loretta A. Ceille
Joel J. Ceille
Chester C. Ceille (SEAL)

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 30th day of January, 1978, the above
named Loretta A. Ceille
Joel J. Ceille
Chester C. Ceille
to me known to be the persons who executed
the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
Charlene C. Ceille
My Commission is permanent/expires: 5/3/81

This instrument was drafted by Robert Gunnerman