

EXHIBIT "G"

1693254

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REGISTRATION
RECORDS

RECORDS
1/11/91 0653

DECLARATION OF RESTRICTIONS
FOR
"PARK PLACE WEST"
A SUBDIVISION IN THE CITY OF MUSKEGO
WAUKESHA COUNTY, WISCONSIN

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

PARK PLACE WEST LEGALLY DESCRIBED AS:

All that part of lands located in the NE. 1/4, NW. 1/4 AND THE SW. 1/4 of the NE 1/4 of Section 17, T. 5 N., R. 20 E., City of Muskego, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of Section 17, thence S. 88° 18' 33" W., and along the North line of the NE. 1/4, 2092.14 feet; thence S. 29° 16' 00" E. on and along the Westerly line of Lake Forest Subdivision, 993.39 feet to the Place of Beginning of the lands herein described; thence W. 78° 12' 38" E. on and along the south line of Lot 1 of Lake Forest Subdivision, 99.78 feet to the Westerly Right-of-way Line of Ancient Oaks Drive; thence southeasterly on and along said Right-of-way Line and the arc of a curve, center of which lies to the east, having a radius of 329.76 feet, a central angle of 16° 34' 49", a chord of 95.09 feet, bearing S. 20° 04' 46.5" E., 95.43 feet to a point of the northerly Right-of-way line of Highland Park Drive (recorded as West Park Drive); thence westerly on and along the said Northerly Right-of-way Line and the arc of a curve, center of which lies to the south, having a radius of 159.78 feet, a central angle of 23° 08' 26", a chord of 64.09 feet, bearing S. 35° 22' 46" W., 64.53 feet; thence S. 66° 11' 27" E., 60 feet to a point on the Southerly Right-of-way of Highland Park Drive; thence northeasterly on and along said Southerly Right-of-way Line and the arc of a curve, having a radius of 99.78 feet, a central angle of 17° 24' 48", a chord of 30.21 feet, bearing N. 32° 30' 57" E., 30.32 feet to a point on the Westerly Right-of-way Line of Ancient Oaks Drive; thence southerly on and along the Westerly Right-of-way of said Ancient Oaks Drive and the arc of a curve, having a radius of 329.76 feet, a central angle of 19° 22' 44", a chord of 111.00 feet, bearing S. 48° 43' 39" E., 111.53 feet to a point of reverse curvature; thence continuing southerly on and along said Westerly Right-of-way Line and the arc of a curve center of which lies to the west, having a radius of 375.58 feet, a central angle of 14° 32' 34", a chord of 95.07 feet, bearing S. 51° 08' 44" E., 95.33 feet to a point of

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tangency; thence continuing on and along said Westerly Right-of-way line S.43°52'27"E., 95.72 feet to a point on the Northerly Right-of-way Line of Janesville Road; thence S.45°07'33"W., on and along said Right-of-way Line 170.00 feet to an angle point in said Right-of-way; thence N.43°52'27"W., 27.00 feet to an angle point in said Right-of-way; thence S.46°07'33"W., on and along said Right-of-way Line 908.74 feet to a point of curvature; thence continuing westerly on and along said Northerly Right-of-way Line and the arc of a curve, center of which lies to the north, having a radius of 981.74 feet, a central angle of 20°20'40", a chord of 346.77 feet, bearing S.56°17'53"W., 348.59 feet; thence N.00°57'29"W., 562.65 feet to an angle point; thence N.45°04'43"E., 980.00 feet to the Place of Beginning. EXCEPTING THEREFROM, Lot 1 of the recorded plat of Park Place West;

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.

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. No lot shall be used for other than single family residence purposes, i.e., 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. The architectural treatment of the exterior of all dwellings shall be applied to the periphery of the entire structures. All exterior chimneys shall have a foundation constructed of masonry or stone materials.

3. There shall be no future division or subdivision of lots in this subdivision without approval of the Planning Commission of the City of Muskego.
4. No dwelling shall exceed two and one-half (2-1/2) stories in height. The living area within the perimeter of the building, exclusive of porches, garages, bays, patios, breezeways and similar addition, shall not be less than the following schedule:
 - a. Not less than 1700 square feet in the case of a one story dwelling.
 - b. Not less than 1200 square feet on the first floor and 2200 square feet total in the case of a dwelling of one and one-half (1-1/2) stories.
 - c. Not less than 2200 square feet total in the case of a dwelling having two (2) stories and the floor area of the first floor shall not be less than 1100 square feet.
 - d. Split level dwellings shall have a minimum of 1650 square feet, on the upper two levels.
 - e. All structures shall maintain a minimum roof pitch having not less than a slope set by a vertical distance of six (6) feet with a horizontal distance of twelve (12) feet (6/12 pitch), unless approved by the Architectural Control Committee. For purposes of figuring total area, the committee, in its sole discretion, shall determine what constitutes a two-story or a one-half dwelling.
5. All garages shall be built at the same time as the private dwelling and shall be attached to the dwelling either forming an integral part with the dwelling or by connection porches or breezeways. All garages shall be large enough to accommodate a minimum of two (2) cars. No garage shall be larger than necessary to accommodate three (3) cars unless approved by the Architectural Control Committee.
6. 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. No boat, trailer, truck, van, mobile home, and motor home may be parked on the premises outside of the garage other than for the delivery of materials or merchandise, and except during the construction or remodeling periods.
7. 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 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.

8. All electric and telephone lines shall be placed underground.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except two dogs, two cats, and other small household pets such as canaries or parakeets, provided they are not kept, bred or maintained for any commercial purposes.

10. 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 location of such building, garage, fence, wall, or other 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 the Architectural Control Committee consisting of 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.

11. The original Committee shall be composed of Roger W. Johnson, Robert Fox, and Robert Stach. The decision of any 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

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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 3 persons, who shall be elected by a majority of the owners of the improved lots in the Subdivision.

12. 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.

13. The developer has constructed a Berm adjacent to the south boundary of the subdivision to provide a privacy buffer along Janesville Road. Maintenance of this berm shall be the obligation of the owners of Lots 2, 3, 4, 5, 6, 7, 9 and 10 of this subdivision. Each of these lot owners shall bear the maintenance responsibility of that portion of the berm that is within the boundaries of their respective lot. This maintenance shall include but not be limited to: mowing, weeding and keeping the area free of refuse and debris.

In the event the berm is not properly maintained in the opinion of the City of Muskego; the City shall have the right upon notice, to have the area properly maintained; the city may include all cost for such maintenance as an addition to the property tax bill for the affected property.

14. Developer has selected an electric lamp post with photo-electric cell, which each lot purchaser or purchaser's representative shall install on purchaser's lot.

The location of the lamp post installation on purchaser's lot, shall be twenty-five (25) feet from the back of the street curb and within ten (10) feet of the hard surfaced driveway, serving the lot. The lamp post must be purchased from developer by lot purchaser at the time of closing. The lamp post must be permanently installed and in operating condition before occupancy of premises is taken by the owner.

15. 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 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 equity against the person or persons violating or attempting to violate any such covenant or restrictions, and shall be entitled to both equitable and legal relief. Invalidation of any 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 are not so invalidated shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hand and seal this 20th day of DECEMBER, 1991.

PILGRIM DEVELOPMENT GROUP

By: [Signature] (SEAL)
Robert C. Fox

By: [Signature] (SEAL)
Robert W. Stack

By: [Signature] (SEAL)
Roger W. Johnson

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 20th day of DECEMBER, 1991, the above named Robert C. Fox, Robert W. Stack and Roger W. Johnson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Ren T. Big
NOTARY PUBLIC, STATE OF WISCONSIN
My Commission expires: 12-3-93

THIS INSTRUMENT DRAFTED BY:
Pilgrim Development Group

RETURN TO: Robert Stack Associates
12705 W. Janesville Rd
Muskego WI 53150

