

DEED RESTRICTIONS

The Ridge's

Easement granted by Herbert Grober and Marie Grober to The Milwaukee Electric Railway and Light Company, dated October 26, 1928 and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on December 4, 1928 in Volume 210 of Deeds at page 559, as Document No. 162420, wherein the parties of the first part grant unto the party of the second part, its successors and assigns, "the right, permission and authority to construct, erect and maintain a line of poles, together with the necessary anchors, guy wires and brace poles, and to string and maintain wires thereon for the purpose of supplying light, heat, power or signals, or for such other purpose as electric current is now or may hereafter be used upon and along that certain highway, Quarter Section line road upon which our land abut in the East half of the South East Quarter of Section Six (6), Town Five (5) North, Range Twenty (20) East, Town of Muskego, Waukesha County, Wisconsin. Permission is also granted said Company to string wires over North East corner of said premises; also to install and maintain anchor and guy wire on said premises.

"Permission is also granted said Company to install and maintain the necessary anchors, guy wires on our said premises, abutting said highway and also to trim and keep trimmed all trees along the line upon our said premises so that they will clear wires strung not less than 22½ feet above ground by as much as 5 feet, and so that the trees will not be liable to interfere with the transmission of electricity over said line.

"Permission is also granted said Company to enter upon said line when necessary.

"It is understood and agreed that the entire agreement of the parties is contained in this instrument and that in the event the undersigned seeks to secure electric service from said line, such service will be rendered upon the completion and electrification of said line if required by, and then only under the conditions of the Company's rules and regulations and at the Company's authorized rates."

Easement granted by Wm. Tans and Nora Tans to The Milwaukee Electric Railway and Light Company, dated October 26, 1928 and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on December 4, 1928 in Volume 210 of Deeds at page 559, as Document No. 162421, wherein the parties of the first part grant unto the party of the second part, its successors and assigns, "the right, permission and authority to construct, erect and maintain a line of poles together with the necessary anchors, guy wires and brace poles and to string and maintain wires thereon for the purpose of supplying light, heat, power or signals, or for such other purpose as electric current is now or may hereafter be used upon and along that certain highway known as quarter section line road upon which our land abuts in the east one-half of the northeast one-quarter of Section numbered Six (6) and in the West one-half of the southeast one-quarter of said section numbered Six (6), Township numbered Five (5) North, Range numbered Twenty (20) east, Town of Muskego, Waukesha County, Wisconsin; also upon, along over and across the south six (6) feet of our premises in the North one-half of said Section Six (6) Town and Range aforesaid. Permission is also granted said Company to trim and keep trimmed all trees on the aforesaid parcels of land so that they will not interfere with the transmission of electricity over said line.

"Permission is also granted said Company to enter upon the premises to do the work contemplated in the installation and maintenance of said line."

Declaration of Easement executed by Harmony Homes, Inc. hereinafter referred to as "Declarant", dated September 17, 1974 and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on September 19, 1974 on Reel 95, Image 263, as Document No. 893831, reciting as follows:

"WHEREAS, Declarant is the owner of "THE RIDGES", a Subdivision of land located in a part of the South East 1/4 of Section 6, Township 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin, comprised of twenty-seven (27) single family lots, located thereon, and

WHEREAS, in addition thereto, said Subdivision contains Outlot 1, a parcel of land approximately 26.7 acres in size which was dedicated to the City of Muskego for park purposes, and

WHEREAS, Declarant desire to create an easement affording ingress and egress to said Outlot 1 for the exclusive use of the owners of all lots contained within the said Subdivision.

NOW, THEREFORE, Declarant does hereby create the following described easement within "THE RIDGES" Subdivision upon the following described property:

The South 10 feet of the Northerly 25 feet of Lot Numbered 9 of The Ridges, being a subdivision of part of the South East 1/4 of Section 6, Township 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin.

Said easement shall be limited to pedestrian and equestrian use and shall exclude any type of motor vehicle use thereof including, but not limited to, snowmobiles and motorcycles of any type. Said easement shall be for the exclusive benefit of owners of Lots One (1) through Twenty-seven (27) contained within the Subdivision and shall run with the land described herein."

Easement granted by Harmony Homes, Inc. to Wisconsin Electric Power Company and Wisconsin Telephone Company, dated August 26, 1974 and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on October 30, 1974 on Reel 98, Image 1080, as Document No. 896680, wherein the party of the first part grants unto the parties of the second part, their successors and assigns, "the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, and for telephone service, upon, in and under strips of land varying in width and being a part of its premises known as Lots One (1) through Twenty-seven (27) of The Ridges, being a subdivision of a part of the Southeast one-quarter (SE 1/4) of Section Six (6), Township Five (5) North, Range Twenty (20) East, in the City of Muskego, Waukesha County, Wisconsin; also the right to construct, install, operate, maintain and replace electric pad-mounted transformers, electric pad-mounted switch-fuse units, together with concrete slabs, secondary power and communication pedestals and other necessary and usual appurtenant equipment, all for the aforesaid purposes, in the above described easement area; also the further right, permission and authority to install, maintain and replace poles, wires, cables, anchors, guy wires and other appliances necessary and usual in the conduct of their businesses for the aforesaid purposes.

The easement area shall be as shown on the drawing annexed hereto, marked Exhibit "A" and made a part hereof.

The right, permission and authority is also granted said grantees to enter upon said premises of the grantor for the purpose of exercising the rights herein acquired, but the grantees agree to restore the premises of the grantor, as nearly as is reasonably possible, to the condition existing prior to such entry.

Declaration of Restrictions executed by Harmony Homes, Inc. and City Federal Savings & Loan, dated June 11, 1974 and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on June 11, 1974 on Reel 81, Image 1277, as Document No. 884143, reciting as follows:

WHEREAS, the undersigned, HARMONY HOMES, INC., is the owner of the following described real estate located in the City of Muskego, Waukesha County, Wisconsin:

The Ridges, being a subdivision of a part of the Southeast One-quarter (1/4) of Section Six (6), Township Five (5) North, Range Twenty (20) East, in the City of Muskego, Waukesha County, Wisconsin, which tract of land has been platted into a subdivision identified as "THE RIDGES",

WHEREAS, the holder of a mortgage covering said land afore-described, CITY FEDERAL SAVINGS & LOAN, Milwaukee, Wisconsin, does hereby approve of and join in and consent to the covenants and restrictions as herein contained.

NOW THEREFORE, the following restrictions upon the lots contained in the Subdivision after due recording of this declaration shall be deemed applicable:

GENERAL PURPOSE

The purpose of this declaration is to insure the best use and the 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, so far as 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 schemes; to insure the highest and best residential development of said property; to incur and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements 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 on said property, and thereby to preserve, and enhance the values of investments made by purchasers of building sites therein.

All lots in the Subdivision shall be subject to all ordinances, zoning laws and other restrictions of the City of Muskego, Waukesha County, and the State of Wisconsin, applicable thereto and in addition to the following reservations and conditions for a term of twenty-five (25) years from date of recording hereof:

1. No building structure shall be erected, constructed or maintained on any lot in the Subdivision excepting only as a ~~private single family dwelling~~ designed for and adapted for the occupancy of not more than one (1) family, with private garage and other auxiliary buildings.

2. No dwelling, garage or auxiliary building shall exceed two and one-half (2-1/2) stories in height. The ground area within the perimeter of the buildings at grade exclusive of porches, garages, base, patios, breezeways, and similar additions shall not be less than eighteen hundred (1800) square feet for a one (1) story dwelling, nor less than twelve hundred (1200) square feet for a dwelling of ~~more than one (1) story~~.

3. What constitutes a two (2) story or a one and one-half (1-1/2) story dwelling shall be determined by the "Architectural Control Committee" in its sole discretion. All buildings shall be completed within one (1) year from the date ground is broken for each building unless a further extension of time is given by the "Architectural Control Committee".

4. No garage shall be larger than necessary to accommodate three (3) cars and all garages shall be attached to the dwelling either forming an integral part of the dwelling or by porches or breezeways not exceeding twenty (20) feet in length. (Attaching of

garage to building or breezeway may be waived to save trees or for special landscaping purposes.)

5. 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. All garages shall be built at the same time as the private dwelling and shall be large enough to accommodate a minimum of two (2) cars. ~~No truck or trailer may be parked on the premises outside of the garage other than for the delivery of material or merchandise, except during construction or remodeling.~~

6. ~~No fences or walls shall be placed, built or erected upon any lot which shall have a height greater than five (5) feet from the graded surface of the lot.~~

7. ~~No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except one (1) cat, one (1) dog, and other small household pets such as, canaries or parakeets, provided they are not kept, bred or maintained for any commercial purposes. Horses, may be kept if approved by the "Architectural Control Committee".~~

8. The respective lots of the Subdivision shall be subject to any easements granted or hereafter to be granted by the undersigned or its successors and assigns to the City of Muskego and easements granted or hereafter to be granted for the erection and maintenance of electric power lines and telephone lines, gas or other utilities upon, under and over portions of any lot. The undersigned does hereby reserve for itself and its successors and assigns and for the benefit of the City of Muskego and public or semi-public utility companies, the easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity for lighting, telephone and for other purposes, and for the placing of the necessary attachments in connection therewith for public and private sewers, storm water drains, gas mains, water pipes and mains, and other similar services, and for performing any public or quasi-public utility or function which they or the City of Muskego may deem fit and proper for the improvement and benefit of the Subdivision. Such easements and rights-of-way shall be confined, so far as possible, in the area within ten (10) feet of all lot lines, with the necessary right to ingress and egress therefrom and with the right to do whatever may be necessary to carry out the purposes for which this easement is created.

9. The natural established grade of said lots, as determined by the "Architectural Control Committee" shall not be changed or altered in any way by the purchasers. All dirt from excavations on any lot which is not used on the premises shall be deposited in such a place in the Subdivision as shall be directed by the "Architectural Control Committee."

No action shall be permitted which may damage or interfere with the established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage in the drainage channel. The slope of each lot shall be maintained by the purchaser of the lot.

10. No building or attached appurtenances or garage shall be located on any lot nearer the front lot line, or nearer to the side street line, or nearer to the side line of an adjoining lot, or nearer to a rear lot line than the minimum setback therefor as provided in applicable City of Muskego zoning ordinances or as hereafter established from time to time by the "Architectural Control Committee".

11. In order to maintain harmony in appearance and for the protection of the owners of the lots in the Subdivision, no building, fence, sign, wall or other structure shall be erected or maintained upon any lot, nor shall a change or alteration be made thereon unless the complete plans and specifications therefor, plot plan (said plot plan to be prepared by Metropolitan Survey Service Inc., its successors, or a surveyor designated by the "Architectural Control Committee") showing the exact location of such building, garage, fence, wall or other structure, elevation thereof and the grade of

the lot and a sketch or view of such building or structure or changes, shall have been submitted by and approved in writing by a committee of three (3) members designated and appointed by the undersigned or its successors and assigns as herein provided, said committee being referred to as the "Architectural Control Committee". The decision of the "Architectural Control Committee" with respect to any such matter shall be final and binding upon all parties. The "Architectural Control Committee" shall have the right to refuse to approve any such plans 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 esthetic or any other reason. In passing upon such plans and specifications, the "Architectural Control Committee" may take into consideration the suitability of the proposed building or other structure, design, elevation and the materials of which it is or is to be constructed on the proposed site; the harmony thereof with the surrounding buildings and the view or outlook from the adjacent property. All decisions of the "Architectural Control Committee" on said matter shall be final. The "Architectural Control Committee" shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship. Every such approval shall be based upon the promise and commitment of the owner of the lot seeking, to seed or sod and landscape said lot in a manner in keeping and harmony with the adjacent and neighboring properties within one (1) year after completion of the contemplated construction work. The "Architectural Control Committee" may from time to time, in its discretion, require greater setbacks than those required by this declaration.

The ~~Architectural Control Committee~~ 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 thirty (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 covenant shall be deemed to have been fully complied with.

The original Architectural Control Committee shall be composed of BRYCE P. STYZA, H. ANNE STYZA, and ROBERT A. TEPER. A majority of the "Architectural Control Committee" may designate a representative to act for it. In the event of death or resignation of a member of the "Architectural Control Committee", the remaining members shall have full authority to designate a successor. In the event of the death or resignation or refusal to act of any of the members of the "Architectural Control Committee" while any unimproved lot remains unsold by the undersigned or its successors or assigns, then their respective successors to the committee shall be appointed in writing by the undersigned or its successors or assignees. When all the unimproved lots in the Subdivision have been sold by the undersigned, or its successors or assignees, the Architectural Control Committee shall thereafter consist of three (3) persons selected by the owners of a majority of the lots in the Subdivision.

12. A landscape plan showing the tentative proposed development of each lot shall be submitted to the Architectural Control Committee for approval together with the plans for the proposed home and improvements to be built thereon. Provision for adequate surface drainage, and no less than twenty (20%) per cent of the proposed plant material by volume shown on the approved landscape plan shall be installed within six (6) months after the landscape plan has been approved by the Architectural Control Committee. All landscaping plans must be completed within one (1) year after the completion of the construction of the dwelling.

13. No lot shall be used or maintained as a dumping ground for rubbish. The 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 materials shall be kept in a clean and sanitary condition, screened from the public view.

14. Any violation of these restrictions which shall exist for a period of one (1) year without a written protest thereof being re-

ceived by the owner of the lot involved shall not be considered a violation thereafter. These restrictions may be changed, modified and amended, at any time by written declaration, executed to permit the recording thereof in the office of the Register of Deeds, setting forth such change, modification or amendment, signed by the owners of at least sixty per cent (60%) of the lots in the Subdivision, as platted, the Architectural Control Committee and HARMONY HOMES, INC., so long as it shall own any lot in said Subdivision; said declaration shall be executed as required by law so as to entitle it to be recorded and it shall be recorded in the office of the Register of Deeds, Waukesha County, Wisconsin, before it shall be effective. 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 the 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, or by any person or persons holding under them, then, and upon the happening thereof, any person or persons owning any lot or lots in the Subdivision or any member of the "Architectural Control 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 restriction, and shall be entitled to both equitable and legal relief.

15. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise 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.

16. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any lot in the Subdivision.