

RECORDED

JUL 19 11 13 AM '99

Deed by Jerome A. Bence, Jr.
 REGISTER
 OF DEEDS
 OF WISCONSIN

DECLARATIONS OF RESTRICTIONS
FOR

HIGH POINTE SUBDIVISION
GERMANTOWN, WISCONSIN

DEVELOPER: JEROME A. BENCE, JR./THE BENCE GROUP

"HIGH POINTE" being a subdivision of a part of the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the said Northeast 1/4 Section and the Northwest corner of "HERITAGE HILLS, ADDITION NO. 1", said point being the place of beginning of lands hereinafter described:

Running thence North 02 degrees 04' 59" West Along the West Line of the said Northeast 1/4 Section, 225.28 feet to a point; thence North 33 degrees 14' 57" East, 514.11 feet to a point; thence North 43 degrees 13' 01" East, 594.64 feet to a point; thence South 46 degrees 46' 59" East, 835.74 feet to a point; thence South 02 degrees 21' 23" East, 482.07 feet to a point in the South Line of the said Northeast 1/4 Section and the North Line of "HERITAGE HILLS, Addition, NO. 1"; thence South 88 degrees 28' 31" West along the South Line of the said Northeast 1/4 Section and the North Line of "HERITAGE HILLS, ADDITION NO. 1", 1310.21 feet to the point of beginning. Containing 21.80 acres of land more or less.

EXCEPTING therefrom those parts dedicated for public street purposes.

WHEREAS, said HERITAGE HILLS JOINT VENTURE, intends to develop and improve the above described lands into building lots and is desirous of maintaining fair and adequate values in the above described lands, and of continuing said lands as a desirable resident area within the Village of Germantown, Washington County.

NOW, THEREFORE, in consideration of the foregoing said Jerome A. Bence, Jr., does hereby impose and charge said lands with the following covenants and restrictions:

1. STRUCTURES PERMITTED - On lots zoned for residential purposes, no structure or structures (including satellite dishes) shall be erected, altered, placed or permitted to remain upon any lot except a residential dwelling and a private garage.

2. ARCHITECTURAL CONTROL - No structure shall be erected, altered, or placed upon any lot unless and until the building plans, specifications and plot plans showing the location of such structure have been approved in writing as to the materials to be used in construction, the conformity and harmony of external design and color of the structure to be erected, with the existing or

contemplated structures, and the location of the structure to be erected with respect to lot lines by an Architectural Committee composed of THE BENCE GROUP, which includes; JEROME A. BENCE, JR., OF Germantown, Wisconsin, BRIAN J. BENCE, of Merton, Wisconsin, SCOTT J. BENCE, of Germantown, Wisconsin, THERESA M. WEITERMANN, of Menomonee Falls, Wisconsin, either member of the committee can approve.

In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to appoint by majority vote a successor member or members to serve on said committee and, pending such appointment, to approve or disapprove any plans, specifications or plot plan as herein provided. None of the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this provision.

Upon sale by the Developer of 75% of the lots within the subdivision, the authority of the Architectural Control Committee shall automatically vest in the lot owners as its members as they deem appropriate; except that authority for the approval of the building plans, specifications and plat plans as described in the first paragraph of #2 above will remain the authority of the original Architectural Control Committee composed of THE BENCE GROUP. Upon sale of all lots within the subdivision by the Developer, the full authority of the Architectural Control Committee shall automatically vest in the lot owners as its members as they deem appropriate.

3. CONSTRUCTION - All structures on any lot in said subdivision shall be enclosed and under roof with the finished exterior materials in place within one (1) year after the commencement of construction.

4. BUILDING LOCATIONS - Setbacks, height restrictions and locations of all structures shall be as regulated by the zoning ordinances of the Village of Germantown (herein referred to as "Village").

5. BUILDING TYPE AND SIZE - All lots in the Subdivision are restricted to the erection of a one story, story and one-half, two story or split level residence building with an attached two (or more) car garage. Residence buildings, exclusive of garages, shall be subject to the following area restrictions:

- A. A one story home shall be a minimum of one thousand five hundred (1500) square feet.
- B. A story and one-half home shall be a minimum of one thousand eight hundred (1800) square feet with a minimum of one thousand (1000) square feet on the first floor.

- C. A two story home shall e a minimum of one thousand eight hundred (1800) square feet with a minimum of one thousand (1000) square feet on the first floor.
- D. A split level home shall have a minimum of one thousand five hundred (1500) square feet of finished living space, exclusive of lower level.
- E. Exterior walls of residence and garage need not be of natural materials but a portion of all front elevations must be of masonry construction. While no minimum brick or stone requirements are expressed in terms of a percentage of the front elevation, the masonry portion must be of sufficient area so as to enhance the appearance of the front elevation and the structure as a whole, and consideration as to use of the masonry area shall be part of the approval procedure of the Architectural Control Committee.

6. SURFACE DRAINAGE AND ELEVATION GRADE - A master surface drainage and housegrade plan has been prepared by Developer designating the manner in which each lot shall drain in relation to all other lots in the Subdivision and designating the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Developer and in the office of the Village Engineer and Building Inspector. At the time a building permit is requested, the grade elevation of said dwelling shall be obtained from the Building Inspector and the dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Village, and the Developer. Within sixty (60) days after completion of a dwelling on any lot in the Subdivision the owner of said dwelling shall grade the lot to conform to said drainage plan and from that time forward nothing shall be done which will alter the plan or impede or obstruct the flow of surface drainage water in accordance with the plan.

7. GARAGES - 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) or more cars. Absolutely no boat, mobile home, vehicle licensed as a truck, or trailer of any kind may be parked on any lot outside of the garage or within the Subdivision perimeter, except for trucks delivering materials or merchandise; or used during construction or remodeling periods.

8. 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. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and

approved by Developer and an occupancy permit obtained from the Village.

9. COMPLETION OF CONSTRUCTION - All buildings shall be completed within one (1) year from the date ground is broken for such buildings.

10. SWIMMING POOLS/FENCES - Swimming pools are permitted if they meet Village ordinances and specifications, and plans for said pools are approved by the Architectural Control Committee, which plans shall denote design, offsets, landscape treatment and fencing proposed. Fences are permitted if plans for said fences are approved by the Architectural Control Committee, which plans shall denote design and landscape treatment.

11. ELECTRIC YARD LIGHTS -

- A. For purposes of safety, each property owner is required to install an electric yard light on each platted residential lot. Each such light shall be of a uniform design as selected by the Architectural Control Committee throughout the subdivision and placed on the lot at the time of finish grading of the yard by the homeowner within ten (10) feet off the access street right-of-way and aligned with the front entrance walkway to the residence. Yard light should be installed prior to occupancy. The approved uniform selection is the Vanguard No. 610C35H - high pressure sodium.
- B. Each home owner at time of closing will be charged \$300.00 for light post and lamp and will receive a certificate to pick up a light pole and lamp at Developers place of business.

12. LANDSCAPING - Lots shall be landscaped and seeded or sodded within one (1) year after completion of a dwelling thereon. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a drive which shall be hard surfaced material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt or similar material shall be installed with one (1) year from the date the premises are completed.

13. ENFORCEMENT - The restrictions and covenants contained herein may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same. The proceeding may seek to recover damages and/or demand compliance, provided however, that no actions shall be commenced after one (1) year from the date on which the violation first occurred.

14. TELEPHONE AND ELECTRIC SERVICE - All telephone and electric service to any building on any lot shall be underground from the underground utilities system and no overhead service shall be provided or allowed.

15. TERM - These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for a period of twenty-five (25) years from the date of this Declaration of Restrictions is recorded, unless an amendment extending or reducing the term hereof is recorded prior to the expiration of such period.

16. SEVERABILITY - Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

17. AMENDMENTS TO DECLARATION - This declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least sixty (60) percent of the lots in the Subdivision: provided, however, so long as the Developer owns any parcel or lot in the Subdivision, any amendment is subject to the approval of, and must be executed by, Developer. Provided further that paragraphs 6, 11, 26, 27, 28, 29, and 30 may not be amended without the prior written consent of the Village of Germantown. Amendments shall become effective only upon due recording with the office of the Register of Deeds for Washington County, Wisconsin.

18. FUTURE SUBDIVISION LOTS - There shall be no future division of subdivision of lots on this plat without the approval of the Plan Commission of the Village.

19. CONFLICTS BETWEEN RESTRICTIONS AND ZONING OR BUILDING REGULATIONS - In the event of any conflict between these restrictions and the Village's zoning and building regulations, the stricter provisions shall apply.

20. OCCUPANCY - No residence shall be occupied prior to the completion of the exterior surfacing of said dwelling and the lot finished to rough grade.

21. SIGNS - No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet Advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

22. ANIMALS - 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, nor exceed two (2) in number.

23. WASTE 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.

24. TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

25. MAILBOX - All homeowners shall install a uniform mailbox and post. The approved uniform selection is as follows:

- A. Mailbox - Stock #1 CBLK
Galvanized Black Mailbox
- B. Mailbox Post - Stock #SP-10
Cedarworks Mailbox Post, 82"

The stock numbers are from Fleet Farm in Germantown, WI. The selections can be purchased elsewhere provided they are an approved equal box and post in appearance to the selection described above.

26. WATER RESERVE CAPACITY ASSESSMENT - The Village Board is currently considering a proposal to levy a Reserve Capacity Assessment for future connections to the water system. This Reserve Capacity Assessment will be for various towers, wells, pump stations and oversizing. It is anticipated that this fee will become due and payable at the time plumbing permits are issued. In-as-much as the Reserve Capacity Assessment is not finalized at this time, it could be assessed in the future.

27. RESERVATION OF ASSESSMENT RIGHTS - Should the Village determine that deficiencies exist under paragraphs 6, 11a, and 29 and that the public interest requires compliance, the Village shall give notice of the deficiencies to the lot owner. The lot owner shall have the time specified in the notice to rectify deficiencies and if the deficiencies are not rectified within the time period, the Village shall have the right to enter upon such property using its own employees and equipment or contracting with others for such work to rectify the conditions. The cost of such work or services shall be billed to the lot owner. The Village shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax roll as an unpaid special charge in accordance with Section 66.60(16) of the Wisconsin Statutes against the responsible lot owner. The undersigned Owners, for themselves, their successors and assigns, do hereby consent to the levying of such special charges and hereby waive any and all notices and hearings which might otherwise be required by state statutes for

the levying of special charges.

28. DRIVEWAY PRESENTATION - The Driveways of lots 1 and 27 must enter off of Lincoln Drive, and the driveways of lots 20 and 21 must enter off of Heritage Parkway. Lot 11 driveway should access on South end of lot, and Lot 12 driveway should access on South end of lot on Lincoln Drive or on Heritage Parkway.

29. DRAINAGE EASEMENT PROTECTION - Lot owners are responsible to maintain all private drainage easements adjacent to their property at the approved grades and free of obstructions which may impede the flow of storm water. Adjacent lot owners may not alter the approved grade of or place any obstruction within a public storm water drainage easement. If not maintained by property owners, cost to maintain could be levied in accordance with paragraph 27.

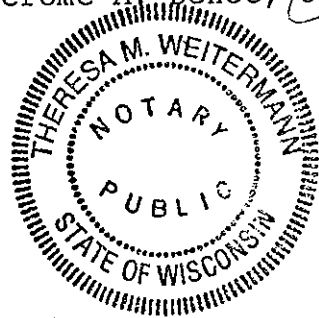
30. STORM WATER CONNECTION - Lot Owners understand it is their responsibility to hook up the sump pump to a storm water connection as per Village requirements.

Jerome A. Bence, Jr.
DEVELOPER
Jerome A. Bence, Jr.

State of Wisconsin
Washington County

On the above date of foregoing instrument was acknowledged before me by the above named person

Theresa M. Weitermann
Notary Public State of Wisconsin
My commission expires:



6-16-96

This instrument was drafted by:
Jerome A. Bence, Jr.

Return to:
VILLAGE OF GERMANTOWN
N122 W17177 FOND DU LAC AVENUE
P.O. BOX 337
GERMANTOWN, WISCONSIN 53022