

This document was recorded on March 12, 1992
Doc# 1713546, in the Register of Deeds of
Waukesha County.

DECLARATION OF RESTRICTIONS
for SINGLETREE

THIS DECLARATION MADE THIS *11th* day of *MARCH*, 1992 by FALL VALLEY,
JOINT VENTURE, (the "DEVELOPER"):

WITNESSETH

WHEREAS, the DEVELOPER owns the subdivision in the Village of Menomonee Falls, (the VILLAGE) hereinafter legally described, which has been platted as "Singletree", (the "SUBDIVISION"), consisting of 34 single-family residential lots; and DEVELOPER desires 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 of any part of the SUBDIVISION;

NOW, THEREFORE, DEVELOPER hereby declares 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.

Definition of Terms. "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping group, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption, or marriage. "Architectural Control Committee" shall mean the committee referred to in Article II hereof. "Lot" shall mean a lot in the SUBDIVISION platted for residential development, and shall not include any platted outlot.

ARTICLE I

Property Subject to this Declaration.

1.1 The following property shall be subject to this Declaration:

Singletree, being a subdivision of a part of the Northwest and Southwest 1/4 of the Northeast 1/4 and the Northeast and Southeast 1/4 of the Northwest 1/4 of Section 23, Town 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin..

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 and the adjacent property will become and remain an attractive community, and toward that end to preserve and maintain the natural beauty and the natural plant life and wildlife habitat of certain open spaces and recreational areas within and in the vicinity of 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; and to secure and maintain proper spatial relationship of structures and lot lines.

2.2 Lots and Buildings. 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 and one-half stories in height, and an attached private garage for not less than two cars and not more than three cars, and a maximum of one outbuilding incidental to residential use of the premises.

No dwelling shall be erected on any lot having less than the following minimum areas:

- (a) Not less than 1,800 square feet for a one-story dwelling;
- (b) Not less than 1,200 square feet for the first floor of a one and one-half or two story dwelling and not less than 2,200 square feet for both the first and second floors combined; or
- (c) Not less than 2,200 square feet total finished living area, and no less than 1,800 total square feet of which shall be on the upper two levels for any multi-level dwelling (having living areas on two or more levels, other than conventional two-story dwelling plan).
- (d) With respect to all other types of dwelling, not less than such areas, determined by the Architectural Control Committee, as are consistent with the foregoing and with other provisions hereof.

Square footage calculations shall be made from the outside face of exterior wall construction and include all walls. Window, fireplace and room projections are included only when the floor joists are extended under those areas. Areas not included are decks, porches, garages, carports, attics, spaces labeled "optional" or "bonus", breezeways, sunrooms or similar additions. No floor area below finished yard grade shall be considered living area. In no event shall any dwelling of any type erected on any lot contain a total area of less than 1,800 square feet within the perimeter of the main dwelling and measured as above.

2.3 Plan approval. No buildings, out buildings or other structures, shall be erected, placed or altered on any lot until the construction plans and specifications, building grade elevations, and a survey showing the location of the structure have been submitted to and approved by the Architectural Control Committee, hereinafter known as A.C.C., as to quality of design, workmanship and materials and harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The said plans, specifications, and survey shall be submitted in duplicate and the A.C.C. approval or disapproval shall be in writing within 15 days thereafter. The A.C.C. shall have the right to waive infractions or deviations which, in the opinion of the A.C.C. may cause undue hardship. Any action by the A.C.C. shall be final and conclusive as to persons then or thereafter owning lots covered by these restrictions. No building shall be constructed which shall be a substantial duplication of another previously approved or constructed building located within 500 feet of the proposed building, unless in the opinion of the A.C.C. such duplication would not be detrimental to the previously approved or constructed building.

2.4 Architectural Control Committee. So long as the DEVELOPER or its assigns shall own any of the lots covered by these restrictions, or any lands adjacent to the SUBDIVISION, the A.C.C. shall be composed of three representatives of the DEVELOPER. All communication to the A.C.C. should be directed to the Thomson Corp., c/o Dorothy Knapp, 12760 W. North Avenue, Brookfield, WI 53008. When the DEVELOPER or its assigns no longer own any of the lots covered by these restrictions, or any lands adjacent to the SUBDIVISION, then the A.C.C. shall consist of three members elected by the buyers of lots in Singletree, each lot representing one vote. Members of the A.C.C. shall serve for three years or until their successors have been duly elected. Due notice of the election of such A.C.C. shall be filed in the Office of the Register of Deeds, Waukesha County.

2.5 Building location. Set backs and locations of all structures shall be as follows:

Building setback (from street R/W): 40 feet minimum
Building offset (from side lot lines): 15 feet minimum
Building offset (from rear lot lines): 30 feet minimum.

2.6 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 cars. Absolutely no truck, boat, mobile home, or trailer of any kind may be parked on the premises outside of the garage other than for the delivery of materials or merchandise, except during construction or remodeling periods.

2.7 Construction schedule. All buildings shall be completed within one year from the date ground is broken for such building.

2.8 Building materials. No used materials will be permitted in the construction of any building in the SUBDIVISION except such materials as reclaimed brick, which, in the opinion of the A.C.C. will enhance the appearance of the building of which they will become a part. Brick, stone or other masonry materials, if used on front elevations, may be required on side and rear elevations. At the discretion of the A.C.C., architectural accents of masonry may be permitted on buildings. Primary exterior material shall be consistent on all elevations. Manmade materials such as vinyl or aluminum siding, prefinished fiber sidings or artificial stucco siding shall not be allowed, however, manmade roofing materials, clad windows and window shutters shall be allowed. All fireplace chimneys or flues shall be enclosed in a suitable housing compatible with the building materials of the home to be constructed and approved by the A.C.C.

2.9 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 the A.C.C. and an occupancy permit obtained from the VILLAGE.

2.10 Ground fill. Where fill is necessary on a lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and dumping of fill material shall be leveled immediately after completion of the building. All ground and other material produced by excavation on a building site in preparation for construction of a dwelling, to the extent not used or required to conform the finished building site to the aforementioned grading plan for the "SUBDIVISION", shall be promptly removed by, and at the sole expense of the Owner.

2.11 Swimming pools. Only inground swimming pools are permitted and must be installed in accordance with Village of Menomonee Falls requirements.

2.12 Fences. Lot line and other fences will be permitted, provided they are constructed of wood, a maximum of four feet in height, and the design thereof has been submitted to and approved by the A.C.C. in advance of construction thereof. Conflicts with underground public utility facilities within easements shall result in fence locations accommodating such facilities.

2.13 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 in area or a sign of not more than five square feet in area advertising the property for sale or rent, or signs used by a building contractor or by the DEVELOPER to advertise the property during the construction and sales period. All signs must be in accordance with the Village of Menomonee Falls ordinances.

2.14 Animals. No animals, livestock or poultry shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Outside kennels shall not be located within the setback areas.

2.15 Lot landscaping. Lots shall be landscaped and seeded or sodded within one year after completion of a dwelling. Landscaping shall include the area between the front lot line and the back of the street curb. Landscaping must include a hard surface drive, parking stand or turnabout consisting of concrete, asphalt or similar material. No permanent gravel will be permitted. The hard surface of concrete, asphalt, or similar material shall be installed within one year from the date the premises are completed. At least four trees, minimum caliper of two inches, shall be installed on each unwooded lot at time of landscaping. One lamppost, either gas or electric, shall be installed where the driveway abuts the front lot line.

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

2.17 Utilities. All telephone and electric service to any building on any lot shall be from the underground utilities system and no overhead service shall be provided or allowed.

2.18 Antennae. No satellite receiver dishes shall be installed in Singletree Subdivision. Standard rooftop antennae shall be allowed if not greater than ten (10) feet in height when installed in accordance with Village of Menomonee Falls regulations.

2.19 Debris. It shall be the responsibility of each lot owner to remove all debris caused by any and all construction work occurring on his/her lot. No owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks or other material on any lot or outlot within the SUBDIVISION. This shall also apply to the Village street(s) abutting said lot.

2.20 Retaining walls. Retaining walls shall be subject to the regulations of the Village of Menomonee Falls and built of wood, stone or brick, but not of concrete block or unfaced poured concrete.

2.21 No driveway access will be granted to Terriwood Court for the following lots: Lots 2 and 5 of Block 1. The driveway access requirement is clearly indicated on the face of the plat of Subdivision of Singletree.

2.22 In order to maintain a pleasant community in Singletree, permanent mail/newspaper units must be purchased from the developer at the time of the closing of the lot. The cost of this unit will be \$125 and will be charged to the buyer on the settlement statement at closing. The developer will install mail/newspaper units in multiple clusters and locations as directed by the U.S. Postal Service. Owner may be required to provide an individual temporary mailbox at a common location as directed by the U.S. Postal Service prior to installation of permanent mail/newspaper units.

ARTICLE III

Declaration Terms

3.1 This Declaration shall run with the land and shall be binding upon all persons claiming under the DEVELOPER for a period of ten years from the date this Declaration is recorded. After the expiration of such ten-year period, this Declaration shall be automatically renewed for successive periods of ten years, unless there is recorded an instrument, executed by the owners of at least 60% of the lots, for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewed term which next expires following the recording of such instrument of termination.

3.2 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.


3.3 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 60% of the lots in the SUBDIVISION, and also executed and approved by the DEVELOPER so long as it owns any parcel or lot in the SUBDIVISION or any lands adjacent to the SUBDIVISION. Said Declaration shall become effective only upon due recording with the Office of the Register of Deeds for Waukesha County, Wisconsin.

3.4 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 by any lot owner, either to recover damages or to demand compliance, provided however, that no such actions shall be commenced after one year from the date on which the violation occurred

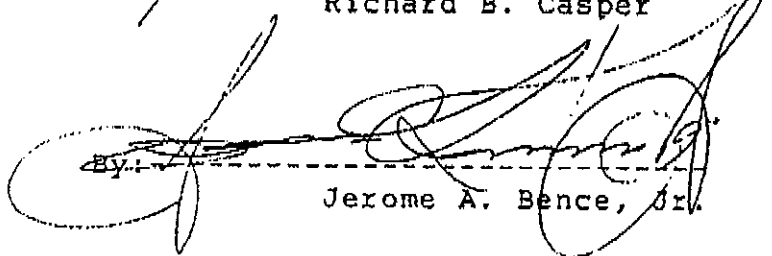
3.5 In the event of any conflict between these restrictions and the VILLAGE'S zoning and building regulations, the stricter provisions shall apply.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month and year first above written.

FALL VALLEY, JOINT VENTURE

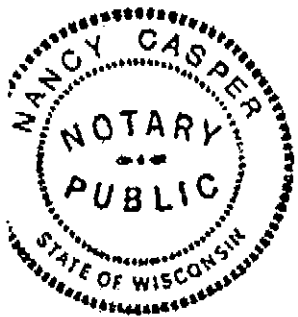
By: 
Thomas J. Thomson

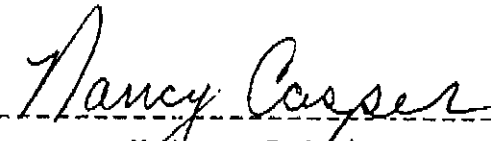
By: 
Richard B. Casper

By: 
Jerome A. Bence, Jr.

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

Personally came before me this 11th day of MARCH, 1992, the above named Thomas J. Thomson, Richard B. Casper and Jerome A. Bence, Jr., to me known to be the persons who executed the foregoing instrument and acknowledge the same.




Nancy Casper, Notary Public
My commission expires: 8-13-95

This instrument drafted by Nancy Casper