

May 15, 2003

# PLAT OF SURVEY

Survey No. 030251  
Oak Tree Builders

LOCATION: 8160 South Lakeview Drive, Franklin, Wisconsin

## LEGAL DESCRIPTION:

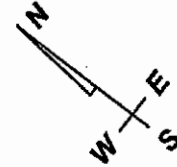
Lot 78 in IMPERIAL HEIGHTS ADDITION NO. 3, being a subdivision of a part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Prop. Finish  
Yard Grade

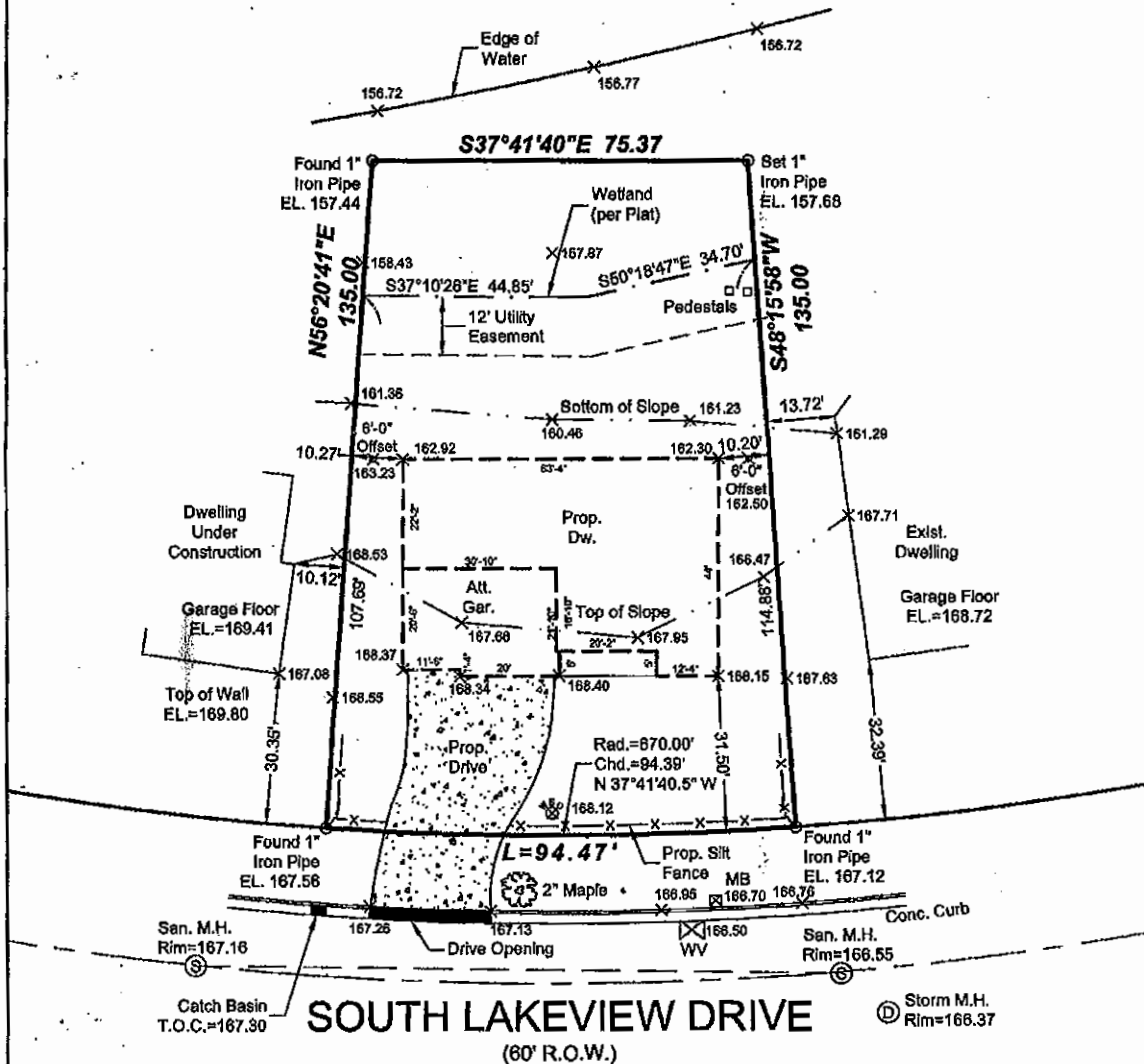
161.1

169.1

(per Grading Plan)



SCALE: 1"=30'



### LANDCRAFT SURVEY AND ENGINEERING, INC.

REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS

2077 South 116th Street, West Allis, WI 53227

PH. (414) 604-0674 FAX (414) 604-0677

LANDCRAFT@WI.RR.COM

NOTE: Proposed finished yard as shown on this drawing is a suggested grade and should be verified by the owner and/or the builder and approved by the building inspector. Erosion control measures are suggested and must be verified/adjusted by the builder and/or building inspector based on site conditions.



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED

*William R. Henrichs*

William R. Henrichs, Registered Land Surveyor S-2419

## **Imperial Height Subdivision – HOA Annual Meeting Minutes**

**MEETING DATE: 02-09-2011**

**MEETING TIME: 7:00 p.m.**

Having a quorum, the meeting was called to order by the President at 7:10 PM.

### **Attendance:**

There were 105 proxy forms received prior to the meeting. Per the sign-in sheet, there were 20 homes that attended the meeting in person (7 of which had also returned a proxy). In order to conduct business per the by-laws, it was necessary to have 103 homes represented at the meeting. Quorum was obtained.

The meeting began with brief introductions of the Board Members.

There was a review of the 2010 Annual Meeting minutes. No questions or corrections were made and they were adopted as typed.

### **Treasurer's Report:**

Cyndi Fortier reviewed the Treasurer's report. Cyndi discussed the status of our budget and the homeowners who are past due by two or more years. Cyndi also explained the HOA's responsibility for the maintenance and care of the out lots. There was a question regarding the liability limits on the insurance for the out lots. Cyndi explained that we have coverage that is very standard for an HOA. It covers 2 million general aggregate, 1 million personal, 1 million each occurrence and medical for any one person of \$5,000.

Cyndi added that Attorney Wood had been contacted by the Board to write a letter to those homeowners past due to help collect their dues. Cyndi provided an update on the current status of past due homeowners. Cyndi has been placing liens on homes that are more than two years past due.

Michael Fortier made a motion to accept the Treasurer's report and Marsha Larson seconded. Report accepted.

### **Old Business:**

Alisa Burton reviewed that the HOA would renew the agreement with Superior Landscape to provide grass cutting and snow plowing for the out lots.

The snow fence was once again put up around the Outlot #2 (Forest Hill and Lakeview Drive).

In last year's meeting, Alisa was to have a discussion with Attorney Wood as to what was needed to amend the existing by-laws since it was historically impossible to obtain a full quorum or 2/3 vote from the homeowners due to low attendance. Last year, there were to amendments proposed via the annual mailing that did not achieve the necessary votes (waiver of dues for HOA board members and paying the treasurer \$250 annually). In order to achieve the necessary quorum under the current by-laws, proxies were obtained from homeowners.

### **New Business:**

## Imperial Height Subdivision – HOA Annual Meeting Minutes

Due to the issues that the present by-laws present in establishing quorum and majority vote of homeowners, there is a proposal to change the by-laws to allow the HOA the ability to conduct business. The proposed changes are:

- Article III, Section 2 – definition change of the term “majority of homeowners” to reflect a majority of Unit owners present in person or represented by proxy at any meetings
- Article III, Section 3 – change the quorum requirement to the presence in person or by proxy, at any meeting, of five percent (5%) of the votes entitled to be cast on a matter
- Article IV, Section 3 – change consent wording to majority vs. two thirds
- Article IX, Section 1 – By-laws – amend wording to read “The Association in a duly constituted meeting for such purpose may amend the By-Laws upon approval by a majority of Unit owners present in person or represented by proxy at any meeting”

Michael Fortier moved that amendment changes be accepted and Dave Wanker seconded.

Discussion on the changes ensued.

Motion carried - 117 for [19 in person & 98 via proxy] / 1 opposed

No other new business was discussed.

### Elections:

The position of President is up for election. There was a brief explanation of the duties involved. Alisa indicated she would not run again. Michael Wrench was nominated by Michael Fortier. Seconded by Marsha Larson. Michael was elected by unanimous vote.

The 2011-2012 Board of Directors are as follows:

|                |                 |              |             |
|----------------|-----------------|--------------|-------------|
| President      | Michael Wrench  | 414-423-7810 | Exp. 2/2013 |
| Vice President | Jeff Koss       | 414-421-3672 | Exp. 2/2012 |
| Treasurer      | Cyndi Fortier   | 414-423-1868 | Exp. 2/2012 |
| Secretary      | Bryan Burton    | 414-423-8411 | Exp. 2/2012 |
| Officer        | Glenn Schattner | 414-423-7863 | Exp. 2/2012 |

### Adjourn:

Alisa Burton adjourned the meeting at 8:26 PM.

MINUTES PREPARED BY: BRYAN BURTON

DATE: 02-09-11

## Declaration for Imperial Heights

- need an amendment regarding dissolving ACC
- Article IV 4.2 collection changed to Association

From ACC

- 5 board members instead of 4) Sect. 1 Art. IV

1970 date fee is really \$5 fee By-Laws

- Article III - refers to ACC

### By-Laws

- 1) Article IV section 2 - Annual meeting

↳ Amend to say mtg shall be held in month of Feb.

- 2) Article V section 3 - Powers & Duties

↳ word choice Condominium (?)

- 3) Article V section 4 - Fees

↳ compensation for treasurer \$250 & HOA Dues for BoD

- 4) Article V Section 8 - Regular mtgs

↳ Add email

- 5) Article V section 9 - Special mtgs

↳ Add email

- 6) Article V section 10 - Fidelity Bonds

↳ whose included? Should anyone else be bonded?  
only Cyndi is bonded

- 7) Article VI section 8 - Compensation

↳ review

- 8) Article IX section 1 - By Laws

↳ Any amendments requires 2/3 of total units

- 9) What Bank do we use as the depository

for monies & funds Westbury Bank

125 website referenced in BoD mtg minutes from 2/10/02?  
1) Need Glenn's cell, office & home address not applicable

## PROPOSED CHANGES TO BYLAWS

### Article III, Section 2:

**SECTION 2. MAJORITY OF OWNERS.** As used in these By-Laws, the term "majority of owners" shall mean a majority of Unit owners present in person or represented by proxy at any meeting~~these owners holding more than 2/3 of the votes.~~

### Article III, Section 3:

**SECTION 3. QUORUM.** Except as otherwise provided in these By-Laws, the presence in person or by proxy, at any meeting, of five percent (5%) of the votes entitled to be cast on a matter~~a "majority of owners" as defined in Section 2 of this Article~~ shall constitute a quorum.

### Article IV, Section 3:

**SECTION 3. SPECIAL MEETINGS.** It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of a majority~~two-thirds~~ of the owners present, either in person or by proxy.

### Article IX, Section 1:

**SECTION 1. BY-LAWS.** ~~These By Laws may be amended only by Developer until such time as the sale and purchase of all of the Units have been consummated, or such earlier time as specified in written notice from Developer to all the Unit owners. At such time as the sale and purchase of all of the Units have been consummated, or such earlier time as specified in written notice from Developer to all the Unit owners,~~ The Association in a duly constituted meeting for such purpose may amend the By-Laws upon approval by a majority of Unit owners present in person or represented by proxy at any meeting of at least two-thirds (2/3) of the total Units.

**McNALLY, MALONEY & PETERSON, S.C.**  
**ATTORNEYS AT LAW**

MAYFAIR NORTH TOWER  
2600 NORTH MAYFAIR ROAD, SUITE 1080  
MILWAUKEE, WISCONSIN 53226-1376

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DENNIS J. McNALLY  
JOHN F. MALONEY\*  
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THOMAS A. STRANDBERG†

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MARVIN I. STRAWN  
M. SUSAN MALONEY  
BRIAN J. PFEIL

OF COUNSEL  
MARY A. MOORE

\*CERTIFIED CIVIL TRIAL SPECIALIST  
NATIONAL BOARD OF TRIAL ADVOCACY  
†CERTIFIED PUBLIC ACCOUNTANT

PARALEGALS  
GAIL J. PRINDIVILLE  
KATHLEEN J. NAVARRE

March 17, 2008

Ms. Marsha Larsen  
3831 West Forest Hill Avenue  
Franklin, WI 53132

RE: Imperial Heights Homeowner's Association

Dear Ms. Larsen:

This firm represents Alesci Enterprises, Inc. with regard to the development of Imperial Heights in Franklin, Wisconsin. Please be advised that on behalf of Anthony Alesci, President of Alesci Enterprises, Inc., that the developer is hereby turning over control of the Architectural Control Committee as established pursuant to the Declaration of Conditions, Covenants and Restrictions of Imperial Heights Subdivision to the Homeowner's Association. The Homeowner's Association has full authority to act as the Architectural Control Committee and enforce all covenants of the Declaration as may be required. I am enclosing a copy of the Declaration of Conditions, Covenants and Restrictions of Imperial Heights Subdivision dated February 25, 1997, along with the First, Second and Third Amendments. I am enclosing a copy of the Imperial Heights Subdivision Homeowner's Association By-Laws. These are the last documents which I have as it relates to the Imperial Heights subdivision.

Very truly Yours,

McNALLY, MALONEY & PETERSON, S.C.

  
Lisa Kleiner Wood

LKW:eea

eMail: [lwood@mmplaw.com](mailto:lwood@mmplaw.com)

Enclosures

cc: Anthony Alesci, Sr. (w/o enc.)

IMPERIAL HEIGHTS SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.

AUTHENTICATION OF RECORD BOOK

The undersigned President of Imperial Heights Subdivision Homeowner's Association, Inc., a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, the legal existence of which began on the 10th day of April, 2000, upon filing in the office of the Department of Financial Institutions of State of Wisconsin originals of its Articles of Incorporation, does hereby make and constitute this book as and for the record book of this Corporation, in which shall be kept a correct and complete record of all of the proceedings of its members and Board of Directors, together with the record of all members; and the record so kept shall be and constitute the sole and exclusive evidence of such proceedings and of who, as the members, have the right to vote and such owners who are liable for assessments.

And for the purposes of identifying this record book, I have signed my name hereto.

Executed at Milwaukee, Wisconsin, effective the 10th day of April, 2000.

A handwritten signature in cursive script, appearing to read "Anthony S. Alesci, Sr.", is written over a horizontal line.

Anthony S. Alesci, Sr., President

RECEIVED - DEPT OF  
FINANCIAL INSTITUTIONS  
STATE OF WISCONSIN

STATE OF WISCONSIN  
FILED

APR 13 2000

DEPARTMENT OF  
FINANCIAL INSTITUTIONS

2000 APR 10 AM 8:00

IMPERIAL HEIGHTS SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.

ARTICLES OF INCORPORATION  
OF

The undersigned incorporator hereby adopts the following articles of incorporation for the purpose of forming a Wisconsin nonstock corporation (the "Corporation") under ch. 181, of the Wisconsin Statutes, repealed and created by 1997 Wisconsin Act 79

ARTICLE 1

Name

The name of the Corporation is Imperial Heights Subdivision Homeowner's Association, Inc.

ARTICLE 2

Nonstock Corporation

This Corporation is organized under Chapter 181 of the Wisconsin Statutes.

ARTICLE 3

Registered Office and Registered Agent

The street address of the Corporation's initial principal office and initial registered office is 3044 South 92<sup>nd</sup> Street, West Allis, Wisconsin 53227. The name of the Corporation's initial registered agent at this address is Anthony S. Alesci, Sr.

ARTICLE 4

Member

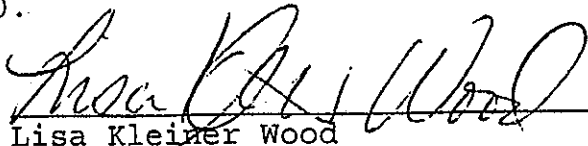
The Corporation will have members.

ARTICLE 5

Incorporator

The name and address of the incorporator of the Corporation is Lisa Kleiner Wood, McNally, Maloney & Peterson, S.C., 2600 North Mayfair Road, Suite 1080, Milwaukee, Wisconsin 53226.

Dated: April 6, 2000.

  
\_\_\_\_\_  
Lisa Kleiner Wood  
Incorporator

This document was drafted by:

Lisa Kleiner Wood State Bar No. 1031256  
McNally, Maloney & Peterson, S.C.  
2600 North Mayfair Road, Suite 1080  
Milwaukee, WI 53226

RETURN  
TO DRAFTER

WI - DFI CORP  
FILE ID#

T019379

Declaration for Imperial  
Heights Subdivision

Document Number

Document Title

7333643

2-26-97

@ 9:05 AM

3998 - 389  
to 400 mile

Recording Area

Name and Return Address

Alesci Homes Inc.  
3044 S. 92nd Street  
West Allis, WI 53227

+ 808-9998-001

Parcel Identification Number (PIN)

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
FOR  
IMPERIAL HEIGHTS SUBDIVISION

This Declaration is made this 25th day of February, 1997 by Alesci Homes, Inc., a Wisconsin corporation, (hereinafter called "Developer").

RECITATIONS

WHEREAS, Developer owns all those lands located in the City of Franklin, Milwaukee County, Wisconsin, described in Section 1.1 below (the "Subdivision"); and

WHEREAS, upon approval of the final plat for Imperial Heights Subdivision, the Subdivision will be a platted subdivision consisting of 157 lots; and

WHEREAS, Developer desires to subject the Lots as platted within the Subdivision, as well as all other portions of the Subdivision, as expanded from time to time (except dedicated streets and utilities), 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 Lot Owner;

DECLARATION

NOW, THEREFORE, Developer hereby declares that the real estate described in Section 1.1 below and all portions thereof (except for dedicated streets and utilities) shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

IMPERIAL HEIGHTS SUBDIVISION

ARTICLE I

1.1 Real Estate Subject to This Declaration: The real estate described on the attached Schedule A, incorporated hereby by reference, shall be subject to this Declaration.

## ARTICLE II

2.1 General Purpose: The purpose of this Declaration is to insure the best use and most appropriate development of the Subdivision and each Structure erected thereon, 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 insure the highest and best residential development of said property; to obtain harmonious use of material and color schemes; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Building Sites; to prevent haphazard and inharmonious improvements on Building Sites; to secure and maintain proper set backs from streets, and adequate free spaces between Structures; and in general to provide adequately for a high type of quality of improvement in said property, and thereby to preserve and enhance the values of investments made by purchasers of Building Sites therein.

### 2.2 Definitions:

a. Building Site - shall mean one (1) recorded, platted Lot or two (2) or more contiguous recorded, platted Lots under recorded common home ownership.

b. Dwelling - shall mean a residential building designed and used as a dwelling for one (1) Family.

c. Family - shall mean one (1) or more than one (1) person related by blood, marriage or adoption who are living, sleeping, cooking or eating on premises as a single house-keeping unit, and shall exclude a group or groups of persons wherein three (3) or more persons are not related by blood, adoption or marriage.

d. Lot - shall mean a platted Lot within the Subdivision identifiable by reference to a Lot number, regardless of whether such property is currently platted or platted at some future time. The term "Lot" does not include any outlot or other Common Area.

e. Structure - shall mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, car-port, or above ground storage facility; exterior lighting or electric fixture, antennae, tower, pole, or bug control device; fence, retaining or other wall, fountain or above-ground or in-ground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo; tree house or other exterior play equipment including skateboard ramps; burms and swales; and any other type of equipment or facility for any decorative, recreational or

functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and ensealed entirely below ground level, unless located entirely within the exterior perimeter walls of the single family building constructed on the Lot.

f. Subdivision - shall mean all the lands described in Section 1.1 herein and including such contiguous parcels of real estate as may be acquired by Alesci Homes, Inc. from time to time and declared by Alesci Homes, Inc. to be a part of Imperial Heights Subdivision under an instrument executed by Alesci Homes, Inc. and recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

2.3 Residential Lots: All Lots in the Subdivision shall be classified as single family residential Lots. Each Lot shall be used solely for residential purposes by one (1) Family, except that business activities may be conducted in and from any home if confined solely to the transaction of business by telephone. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation.

2.4 Land Use and Building Type: No Lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a detached, single family dwelling, not to exceed two and one-half (2-1/2) stories in height with a private garage for not more than three (3) cars or less than two (2) cars, and other structures incidental to residential use of the premises.

2.5 Dwelling Quality and Size: No dwelling which shall fail to meet the following requirements shall be erected or placed on any building site:

The minimum first floor area for the main structure, not including bay windows and exclusive of one (1) story open porches, terraces and garages, shall be: (i) ranch type dwelling limited to one (1) story dwellings - not less than one thousand three hundred (1,300) square feet with an attached garage; (ii) cape cod type limited to one and one-half (1-1/2) story dwellings - not less than one thousand five hundred (1,500) square feet with an attached two (2) car garage; (iii) colonial type limited to two (2) story dwellings - not less than one thousand eight hundred (1,800) square feet with an attached two (2) car garage; and (iv) split-level limited to 2 or 3 floors one of which being the basement level - not less than a total (all levels) of one thousand five hundred (1,500) square feet with an attached two (2) car garage.

2.6 Building Location: No structures shall be erected on any Lot nearer to any of the Lot lines than is permitted by the City of Franklin building ordinances.

2.7 Ground Fill on Building Site: Where it is necessary to place fill on a Building Site to obtain the proper topography and finished ground elevation, such fill shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building. Any excess excavation earth shall be removed from the Building Site.

2.8 Auto Parking, Garages, Etc.: Provision shall be made on each Lot for the onsite storage of at least two (2) automobiles, and not more than three (3) automobiles; to consist of a properly surfaced area, a carport, a garage or a combination of any of the above; and garages may be incorporated in the basement of houses, and shall be connected to the street by a properly surfaced driveway. The storage area shall be located within the building setback lines as herein defined. Carport or garage shall harmonize with the house as to design, materials and finished floor elevations. Garages permitted shall be one (1) story construction, attached to the main house. Living facilities over any detached garage shall not be permitted. No truck or trucks may be parked on the area outside the garage other than for delivery of materials or merchandise.

Campers, travel trailers, vans and such other vehicles as may be approved by the Architectural Control Committee from time to time are permitted to be temporarily stored or parked on a Lot other than in a garage provided such storage or parking does not create a nuisance or detract from the general purpose of this Declaration set forth in Section 2.1 and occurs behind and beyond a line established by the front of the house on such Lot and being parallel with the front Lot line. In any event, no such vehicle shall be used for purposes of habitation while on such Lot. The Architectural Control Committee may grant variances from the terms of this paragraph but only in writing and prior to such otherwise, non-complying activity. The Architectural Control Committee may require any such vehicle to be removed from the Lot at the sole expense of the Lot owner, if this provision is not fully complied with and after proceeding in accordance with Section 7.2 of this Declaration. The City of Franklin may have regulations more restrictive in which case the more restrictive regulation applies.

2.9 Easements: Any public utility easements are shown on the record plat, or are on record with the Register of Deeds of Franklin County.

2.10 Subdivision Markers: Developer reserves the right to place in its sole discretion, masonry or other subdivision markers

on the lots designed as Lot No. 9 and Lot No. 10 designating the subdivision as "Imperial Heights." The exact location, size and design of the markers shall be in the discretion of the developer and the City of Franklin. Architectural Control Committee shall maintain and light such markers and the costs of maintenance shall be as provided in Section IV of this Agreement.

2.11 Nuisances: No noxious odors shall be permitted to escape from any Building Site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any Building Site.

2.12 Temporary Structures: No structure of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

2.13 Animals and Pets: 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, or allowed to annoy neighbors.

2.14 Lot Grade: The plat of survey of each Lot shall show the proposed final grade and existing grade at the house. All grading shall be properly sloped, installed and maintained to provide proper drainage. Any acceptable variance from the proposed grade shall be allowed only when approved in writing by the ACC.

Final building grade and lot grades shall be set by the City of Franklin. Some lots within this subdivision were designed to have houses built with split grades. The owners of these lots shall have houses designed to accommodate this split grade. A copy of the City Master Grading Plan is on file in the office of the City Engineer and developer's engineer.

2.15 Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets.

2.16 Fences: No fences shall be erected on any Lot without the prior written consent of the ACC.

2.17 Landscaping: No Lot shall remain unlandscaped for a period longer than twelve (12) months from the earlier of the date of first occupancy or completion of the Dwelling. Landscaping plans shall be approved by the Architectural Control Committee.

2.18 Masonry Usage: All Dwellings shall have a partial brick front which shall harmonize with the other Dwellings in the Subdivision as to design and materials and be approved by the Architectural Control Committee.

2.19 Signs: No sign of any kind shall be displayed for public view on any Lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, or a similar sized sign used to advertise the property during the construction and/or sales period. All signs shall be located within the municipal building setback requirements.

2.20 Sidewalks, etc.: Each Building Site shall have sidewalks as required by the City of Franklin. Construction of the sidewalks and related aprons and approaches (to the sidewalks and the driveway referred to in Section 2.20) shall be completed within ninety (90) days from the earlier of the date of first occupancy or completion of the Dwelling.

2.21 Driveway: Each Building Site shall have not less than one (1) properly surfaced driveway, asphalt or concrete, not less than 16'0" in width connecting the garage with the public street. Construction of the driveway shall be completed within ninety (90) days from the earlier of the date of first occupancy or completion of the Dwelling.

### ARTICLE III

3.1 Architectural Control: Alesci Homes, Inc., or its designated agent, shall act as the Architectural Control Committee (sometimes referred to as the "ACC"). No Dwelling or Structure shall be erected, placed or altered on any Lot in the subdivision until the ACC has approved in writing the building plans, specifications and Lot plans showing the location thereof as to quality, materials, harmony of external design and color, with existing and plan structure, and as to location with respect to topography, setbacks, finished grade elevations, and driveways.

The ACC shall consider the following factors and may deny or withhold approval of any proposed structure if, in its sole judgment, any one or more of the general purposes specified in Section 2.1 will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings, setbacks, finished grade elevations, access drainage and plantings; and general aesthetics. Any Lot owner who causes or allows any Structure to be constructed, installed, placed or altered on the Lot without the prior written approval of the ACC may be required to remove such Structure in its entirety at the Lot owner's expense.

3.2 Procedure: The ACC's approval or disapproval as required by these covenants shall be put in writing. In the event the ACC, or a designated representative, fails to approve or disapprove within thirty (30) days after all plans and all specifications have been submitted to it, or in the event that no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3.3 Written Approval: Any approval or permission of the ACC under this section to be binding or effective must be in writing. No oral statements, representations or approvals of the ACC shall be binding on the ACC under any circumstances, regardless of any reliance thereon by any Lot owner.

3.4 Duration: Alesci Homes, Inc. shall continue to function as the Architectural Control Committee until all Lots in the Subdivision have Dwellings built upon them.

#### ARTICLE IV

4.1 Special Assessments: All Building Sites shall be subject to special assessment by the ACC to cover all and any portion of the expenses incident to the enforcement of the recorded Declaration of Conditions, Covenants, Restrictions and Easements concerning said Building Sites. Only that Building Site which does not conform to the Declaration of Conditions, Covenants, Restrictions and Easements, and which causes the ACC to incur any expenses in order to enforce the provisions, shall be assessed under the terms of this Section.

4.2 Collection: The right to collect or enforce the collection charges, assessments or special assessments is hereby exclusively delegated to the ACC. The owners of Building Sites shall be personally obligated to pay such charges, assessments or special assessments which are unpaid on April 1 of the year in which due, with the maximum legal interest thereon. So long as it exists, the ACC shall have the sole right to bring any and all action and proceedings for the collection of charges, assessments and special assessments and the enforcement of liens therefor.

4.3 Contingent Liabilities of Lot Owners: Each Building Site shall comply, at the expense of the owner of the Building Site, with all laws and regulations issued by the City of Franklin. In the event the City of Franklin requires changes at the time of or subsequent to the construction of a Structure on the Building Site, the owner of the Building Site shall be responsible for all costs relating to compliance with said laws and regulations. In the event the City of Franklin changes a law, regulation or interpretation which requires additional work to be performed on a

Building Site or Lot, the owner of the Building Site or Lot shall be responsible for all costs related to comply with said laws or regulations. In the event the City of Franklin assesses a Building Site or Lot as a result of benefits provided by the City of Franklin to the Building Site or Lot, the owner of the Building Site or Lot shall be responsible for said special assessment. The potential benefits provided by the City of Franklin include but are not limited to road improvements or drainage of surface water off of any Building Site or Lot in the Subdivision.

#### ARTICLE V

5.1 Preservation Easement Area: There is a Preservation Easement Area outlining the wetlands located on buildable Lots Numbers 13, 14 and 15 of Imperial Heights Subdivision.

In order to preserve, enhance and promote the indigenous environment, the following shall be prohibited within the preservation easement:

- a. Filling, grading or changing of grades.
- b. Filling with yard waste or other landscape materials.
- c. Removal of indigenous vegetation, except for removal of dead or diseased trees.
- d. Planing of vegetation not native to the site or not typical wetland vegetation.
- e. Construction of any permanent structure, fences, play equipment, or the like.

To enhance the Preservation Easement Area wildlife and vegetation, enhance enjoyment of the pristine environment, or to improve water quality, and drainage property owner may conduct improvements within the Preservation Easement with the approval of the City of Franklin; the City of Franklin may elect to solicit the advice or approval of the Wisconsin Department of Natural Resources, or similar State agency, of the improvement. Improvements may include, but are not limited to; animal and bird feeding stations, park benches, removal of animal blockage of natural drainage, etc.

#### ARTICLE VI

6.1 Deed Restriction for Split Grades: Pursuant to the final Plat of Imperial Heights Subdivision, Lots Numbers 11, 12, 13 and 14 require split grades per the Master Grading Plan of the City of

Franklin and each of those lots is subject to split grades as provided by that approved master grading plan.

#### ARTICLE VII

7.1 Term and Amendment: Unless amended as herein provided, this Declaration shall run with the land and shall be binding upon all persons claiming under this Declaration for a period of twenty-five (25) years from the date this Declaration is initially recorded. Until all the Lots subject to this Declaration have been sold by Alesci Homes, Inc., this Declaration may be amended by the recording of a written instrument executed by or on behalf of Alesci Homes, Inc.

All amendments made during such twenty-five (25) year period shall be consistent with the general plan of development embodied in this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the owners of three-fourths (3/4) of the Lots subject hereto has been recorded to abolish or change the same in whole or in part. In ascertaining the number of owners assenting to such amendatory instrument, persons having THE POWER TO CONVEY THE FEE SIMPLE IN A GIVEN LOT SHALL CONSTITUTE a unit having a single vote.

7.2 Enforcement: So long as the ACC shall exist, the ACC shall have the sole right to enforce the provisions thereof by proceeding at law or in equity against any person or persons violating or attempting to violate any of the provisions of this Declaration, either to restrain the violations or to recover damages (including reasonable attorneys' fees), or both, for a period which shall include thirty (30) days from the date of the filing with the ACC of a petition of a person who shall be a Lot owner on the date of said filing, petitioning the ACC to redress the violation or attempted violation of any of the provisions of said restriction by any other person. Such period of thirty (30) days shall be considered to be a period of consideration of said petition by the ACC which may deny or fail to act on said petition to the satisfaction of said petitioner within such thirty (30) day period, thereafter such petitioner shall have the right to enforce the provisions thereof, to the extent that he shall so have petition, by proceeding at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, to the extent that he shall so have petitioned, either to restrain the violation or to recover damages, or both, provided, however, that any such persons shall commence such proceedings against such other person or persons within a period of sixty (60) days from the denial or no action of such petition is the said right of such a person, and owner herein, to commence such

proceeding shall be conditioned upon his commencing the proceedings within such sixty (60) days.

7.3 Severability: Invalidation of any of these covenants by judgment, court order, or statute shall in no way affect other provisions which other provisions shall remain in full force and effect.

This instrument provides for no forfeiture or reversion of title in case of violation of its provisions.

7.4 Wisconsin Law Governs: This Declaration shall be interpreted under the laws of the State of Wisconsin.

7.5 City of Franklin Enforcement: The City of Franklin assumes no responsibility for the enforcement of this declaration. The City will only enforce its own laws applicable to the property, and any enforcement of this declaration with restrictions greater than the City is the responsibility of the property owner(s).

IN WITNESS WHEREOF, this Declaration of Restrictions is executed by Alesci Homes, Inc. as of the date first written above.

ALESCI HOMES, INC.,  
a Wisconsin corporation

By: *Anthony Alesci*  
Anthony Alesci, President

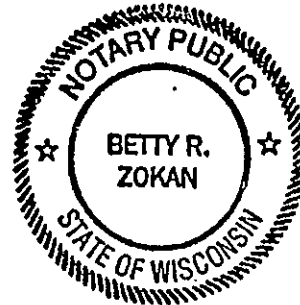
By: *Mary Alesci*  
Mary Alesci, Secretary

Subscribed and sworn to before me  
this 13<sup>TH</sup> day of FEBRUARY, 1997.

*Betty R. Zokan*  
Notary Public, State of Wisconsin  
My Commission: 5/14/00

This instrument was drafted by and  
should be returned following recording to:

John F. Maloney, Esq.  
McNally, Maloney & Peterson, S.C.  
2600 N. Mayfair Road, Suite 1080  
Milwaukee WI 53226



Return

IMPERIAL HEIGHTS SUBDIVISION

SCHEDULE A

Being a subdivision of a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 13, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin.

7543132

Document Number

Amendment to Declaration  
for Imperial Heights Sub.

Document Title

REEL 4322 IMAG 1718

REGISTER'S OFFICE  
Milwaukee County, WI } 88

RECORDED AT

JUN - 4 1988

REEL 4322 IMAGE 1718/173

REGISTER  
OF DEEDS

Recording Area

Name and Return Address

John F. Maloney Esq.  
2600 N. Mayfair Rd. Ste  
Milwaukee, WI 53226 1080

Parcel Identification Number (PIN)

RECORD 7543132  
38.00

3600  
This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes 80.017

**AMENDMENT TO  
ENTIRELY RESTATE THE DECLARATION OF CONDITIONS,  
COVENANTS AND RESTRICTIONS FOR IMPERIAL HEIGHTS SUBDIVISION**

This Amendment is to restate the Declaration of Conditions, Covenants and Restrictions for Imperial Heights Subdivision previously recorded in the Office of the Register of Deeds for Milwaukee County as Document Number 7333643, Reel Number 398, Image Number 389, on February 26, 1997, and as amended as Document Number 7367787 on May 19, 1997, Reel 4056, Image 855, and as subsequently again amended on July 9, 1997 as Document Number 7390650, Reel Number 4091, Image 73:

This Amendment is intended to restate in its entirety the Declarations of Conditions, Covenants and Restrictions for Imperial Heights Subdivision and to replace the original and all previously recorded Amendments.

This Restated Declaration is made this 29th day of May, 1998 by Alesci Homes, Inc., a Wisconsin corporation, (hereinafter called "Developer").

**RECITATIONS**

WHEREAS, Developer owns all those lands located in the City of Franklin, Milwaukee County, Wisconsin, described in Section 1.1 below (the "Subdivision"); and

WHEREAS, upon approval of the final plat for Imperial Heights Subdivision, the Subdivision will be a platted subdivision consisting of 157 lots; and

WHEREAS, Developer desires to subject the Lots as platted within the Subdivision, as well as all other portions of the Subdivision, as expanded from time to time (except dedicated streets and utilities), 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 Lot Owner;

**DECLARATION**

NOW, THEREFORE, Developer hereby declares that the real estate described in Section 1.1 below and all portions thereof (except for dedicated streets and utilities) shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

IMPERIAL HEIGHTS SUBDIVISION

ARTICLE I

1.1 Real Estate Subject to This Declaration: The real estate described on the attached Schedule A, incorporated hereby by reference, shall be subject to this Declaration.

ARTICLE II

2.1 General Purpose: The purpose of this Declaration is to insure the best use and most appropriate development of the Subdivision and each Structure erected thereon, 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 insure the highest and best residential development of said property; to obtain harmonious use of material and color schemes; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Building Sites; to prevent haphazard and inharmonious improvements on Building Sites; to secure and maintain proper set backs from streets, and adequate free spaces between Structures; and in general to provide adequately for a high type of quality of improvement in said property, and thereby to preserve and enhance the values of investments made by purchasers of Building Sites therein.

2.2 Definitions:

a. Building Site - shall mean one (1) recorded, platted Lot or two (2) or more contiguous recorded, platted Lots under recorded common home ownership.

b. Dwelling - shall mean a residential building designed and used as a dwelling for one (1) Family.

c. Family - shall mean one (1) or more than one (1) person related by blood, marriage or adoption who are living, sleeping, cooking or eating on premises as a single house-keeping unit, and shall exclude a group or groups of persons wherein three (3) or more persons are not related by blood, adoption or marriage.

d. Lot - shall mean a platted Lot within the Subdivision identifiable by reference to a Lot number, regardless of whether such property is currently platted or platted at some future time. The term "Lot" does not include any outlot or other Common Area.

e. Structure - shall mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, car-port, or above ground storage facility; exterior lighting or electric fixture, antennae, tower, pole, or bug control device; fence, retaining or other wall, fountain or above-ground or in-ground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo; tree house or other exterior play equipment including skateboard ramps; burms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and ensealed entirely below ground level, unless located entirely within the exterior perimeter walls of the single family building constructed on the Lot.

f. Subdivision - shall mean all the lands described in Section 1.1 herein and including such contiguous parcels of real estate as may be acquired by Alesci Homes, Inc. from time to time and declared by Alesci Homes, Inc. to be a part of Imperial Heights Subdivision under an instrument executed by Alesci Homes, Inc. and recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

g. Additional Criteria for Use and Maintenance of Limited Common Areas - Outlot No. 2:

Added

1. The plat of Imperial Heights Subdivision, Addendum 2, creates Outlot No. 2. Outlot No. 2 is for the exclusive use and enjoyment of all the lot owners of Imperial Heights Subdivision. It is intended to serve as a water runoff retention basin and as such, will provide a benefit to all of the Lot Owners of Imperial Heights Subdivision.
2. All of the Lot Owners shall have a mutual easement of use and enjoyment over and across Outlot No. 2 and such easement shall be appurtenant to and shall pass with the title to all of the Lots of Imperial Heights Subdivision.
3. The Association shall administer, manage, operate, control, maintain and repair Outlot No. 2. The costs for the maintenance and repair of Outlot No. 2 shall be the responsibility of all of the

Lot Owners and the Association may separately assess lot owners for such costs and maintenance. The Association may, from time to time, adopt or change rules or regulations governing the operation, maintenance and use of Outlot No. 2. Such rules or regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of Outlot No. 2 by the lot owners, without unduly interfering with the peaceful use and enjoyment of the other lots and common areas located within the Subdivision. All of the Lot owners, their families and guests shall abide by all such rules and regulations.

2.3 Residential Lots: All Lots in the Subdivision shall be classified as single family residential Lots. Each Lot shall be used solely for residential purposes by one (1) Family, except that business activities may be conducted in and from any home if confined solely to the transaction of business by telephone. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation.

2.4 Land Use and Building Type: No Lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a detached, single family dwelling, not to exceed two and one-half (2-1/2) stories in height with a private garage for not more than three (3) cars or less than two (2) cars, and other structures incidental to residential use of the premises.

2.5 Dwelling Quality and Size: No dwelling which shall fail to meet the following requirements shall be erected or placed on any building site:

The minimum first floor area for the main structure, not including bay windows and exclusive of one (1) story open porches, terraces and garages, shall be: (i) ranch type dwelling limited to one (1) story dwellings - not less than one thousand three hundred (1,300) square feet with an attached garage; (ii) cape cod type limited to one and one-half (1-1/2) story dwellings - not less than one thousand five hundred (1,500) square feet with an attached two (2) car garage; (iii) colonial type limited to two (2) story dwellings - not less than one thousand eight hundred (1,800) square feet with an attached two (2) car garage; and (iv) split-level limited to 2

or 3 floors one of which being the basement level - not less than a total (all levels) of one thousand five hundred (1,500) square feet with an attached two (2) car garage.

2.6 Building Location: No structures shall be erected on any Lot nearer to any of the Lot lines than is permitted by the City of Franklin building ordinances.

2.7 Ground Fill on Building Site: Where it is necessary to place fill on a Building Site to obtain the proper topography and finished ground elevation, such fill shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building. Any excess excavation earth shall be removed from the Building Site.

2.8 Auto Parking, Garages, Etc.: Provision shall be made on each Lot for the onsite storage of at least two (2) automobiles, and not more than three (3) automobiles; to consist of a properly surfaced area, a carport, a garage or a combination of any of the above; and garages may be incorporated in the basement of houses, and shall be connected to the street by a properly surfaced driveway. The storage area shall be located within the building setback lines as herein defined. Carport or garage shall harmonize with the house as to design, materials and finished floor elevations. Garages permitted shall be one (1) story construction, attached to the main house. Living facilities over any detached garage shall not be permitted. No truck or trucks may be parked on the area outside the garage other than for delivery of materials or merchandise.

Campers, travel trailers, vans and such other vehicles as may be approved by the Architectural Control Committee from time to time are permitted to be temporarily stored or parked on a Lot other than in a garage provided such storage or parking does not create a nuisance or detract from the general purpose of this Declaration set forth in Section 2.1 and occurs behind and beyond a line established by the front of the house on such Lot and being parallel with the front Lot line. In any event, no such vehicle shall be used for purposes of habitation while on such Lot. The Architectural Control Committee may grant variances from the terms of this paragraph but only in writing and prior to such otherwise, non-complying activity. The Architectural Control Committee may require any such vehicle to be removed from the Lot at the sole expense of the Lot owner, if this provision is not fully complied with and after proceeding in accordance with Section 7.2 of this Declaration. The City of Franklin may have regulations more

restrictive in which case the more restrictive regulation applies.

2.9 Easements: Any public utility easements are shown on the record plat, or are on record with the Register of Deeds of Franklin County.

2.10 Subdivision Markers: Developer reserves the right to place in its sole discretion, masonry or other subdivision markers on the lots designed as Lot No. 9 and Lot No. 10 designating the subdivision as "Imperial Heights." The exact location, size and design of the markers shall be in the discretion of the developer and the City of Franklin. Architectural Control Committee shall maintain and light such markers and the costs of maintenance shall be as provided in Section IV of this Agreement.

2.11 Nuisances: No noxious odors shall be permitted to escape from any Building Site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any Building Site.

2.12 Temporary Structures: No structure of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

2.13 Animals and Pets: 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, or allowed to annoy neighbors.

2.14 Lot Grade: The plat of survey of each Lot shall show the proposed final grade and existing grade at the house. All grading shall be properly sloped, installed and maintained to provide proper drainage. Any acceptable variance from the proposed grade shall be allowed only when approved in writing by the ACC.

Final building grade and lot grades shall be set by the City of Franklin. Some lots within this subdivision were designed to have houses built with split grades. The owners of these lots shall have houses designed to accommodate this split grade. A copy of the City Master Grading Plan is on file in the office of the City Engineer and developer's engineer.

2.15 Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal

of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets.

2.16 Fences: No fences shall be erected on any Lot without the prior written consent of the ACC.

2.17 Landscaping: No Lot shall remain unlandscaped for a period longer than twelve (12) months from the earlier of the date of first occupancy or completion of the Dwelling. Landscaping plans shall be approved by the Architectural Control Committee.

2.18 Masonry Usage: All Dwellings shall have a partial brick front which shall harmonize with the other Dwellings in the Subdivision as to design and materials and be approved by the Architectural Control Committee, however, the Architectural Control Committee expressly reserves the right to waive this restriction if it, in its sole determination, believes that a dwelling with no partial brick front will nonetheless harmonize with the other Dwellings in the Subdivision.

2.19 Signs: No sign of any kind shall be displayed for public view on any Lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, or a similar sized sign used to advertise the property during the construction and/or sales period. All signs shall be located within the municipal building setback requirements.

2.20 Sidewalks, etc.: Each Building Site shall have sidewalks as required by the City of Franklin. Construction of the sidewalks and related aprons and approaches (to the sidewalks and the driveway referred to in Section 2.20) shall be completed within ninety (90) days from the earlier of the date of first occupancy or completion of the Dwelling.

2.21 Driveway: Each Building Site shall have not less than one (1) properly surfaced driveway, asphalt or concrete, not less than 16'0" in width connecting the garage with the public street. Construction of the driveway shall be completed within ninety (90) days from the earlier of the date of first occupancy or completion of the Dwelling.

Buyer shall be obligated prior to issuance of an Occupancy Permit to install a concrete driveway between the street line and curb and gutter for each lot as specified and approved by the City.

ARTICLE III

3.1 Architectural Control: Initially, Alesci Homes, Inc., or its designated agent, shall act as the Architectural Control Committee (sometimes referred to as the "ACC"). After all the Lots of the Subdivision have Dwellings built upon them, Developer reserves the right to transfer its obligation as the ACC provided by Section 3.5. No Dwelling or Structure shall be erected, placed or altered on any Lot in the subdivision until the ACC has approved in writing the building plans, specifications and Lot plans showing the location thereof as to quality, materials, harmony of external design and color, with existing and plan structure, and as to location with respect to topography, setbacks, finished grade elevations, and driveways.

The ACC shall consider the following factors and may deny or withhold approval of any proposed structure if, in its sole judgment, any one or more of the general purposes specified in Section 2.1 will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings, setbacks, finished grade elevations, access drainage and plantings; and general aesthetics. Any Lot owner who causes or allows any Structure to be constructed, installed, placed or altered on the Lot without the prior written approval of the ACC may be required to remove such Structure in its entirety at the Lot owner's expense.

3.2 Procedure: The ACC's approval or disapproval as required by these covenants shall be put in writing. In the event the ACC, or a designated representative, fails to approve or disapprove within thirty (30) days after all plans and all specifications have been submitted to it, or in the event that no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3.3 Written Approval: Any approval or permission of the ACC under this section to be binding or effective must be in writing. No oral statements, representations or approvals of the ACC shall be binding on the ACC under any circumstances, regardless of any reliance thereon by any Lot owner.

3.4 Duration: Alesci Homes, Inc. shall continue to function as the Architectural Control Committee until all Lots in the Subdivision have Dwellings built upon them.

Added 3.5 Transfer of Responsibility of Architectural Control Committee: After Developer surrenders its responsibility as

ACC, the rights, privileges and powers of the ACC shall be held by a Committee to be elected by the owners of all Lots of the Subdivision.

#### ARTICLE IV

4.1 Special Assessments: All Building Sites shall be subject to special assessment by the ACC to cover all and any portion of the expenses incident to the enforcement of the recorded Declaration of Conditions, Covenants, Restrictions and Easements concerning said Building Sites. Only that Building Site which does not conform to the Declaration of Conditions, Covenants, Restrictions and Easements, and which causes the ACC to incur any expenses in order to enforce the provisions, shall be assessed under the terms of this Section.

4.2 Collection: The right to collect or enforce the collection charges, assessments or special assessments is hereby exclusively delegated to the ACC. The owners of Building Sites shall be personally obligated to pay such charges, assessments or special assessments which are unpaid on April 1 of the year in which due, with the maximum legal interest thereon. So long as it exists, the ACC shall have the sole right to bring any and all action and proceedings for the collection of charges, assessments and special assessments and the enforcement of liens therefor.

4.3 Contingent Liabilities of Lot Owners: Each Building Site shall comply, at the expense of the owner of the Building Site, with all laws and regulations issued by the City of Franklin. In the event the City of Franklin requires changes at the time of or subsequent to the construction of a Structure on the Building Site, the owner of the Building Site shall be responsible for all costs relating to compliance with said laws and regulations. In the event the City of Franklin changes a law, regulation or interpretation which requires additional work to be performed on a Building Site or Lot, the owner of the Building Site or Lot shall be responsible for all costs related to comply with said laws or regulations. In the event the City of Franklin assesses a Building Site or Lot as a result of benefits provided by the City of Franklin to the Building Site or Lot, the owner of the Building Site or Lot shall be responsible for said special assessment. The potential benefits provided by the City of Franklin include but are not limited to road improvements or drainage of surface water off of any Building Site or Lot in the Subdivision.