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Return To: Herbert C. Puetzer
4946 Pleasant Hill Road
Richfield, WI 53076

Vol 1464 p. 398

RECORDED

Dec 17 10 50 AM '94

REGISTER OF DEEDS
OF WISCONSIN

Handwritten: 20
P. 398

DECLARATION OF RESTRICTIONS AND COVENANTS

GLEN BROOKE OF JACKSON

WHEREAS, the developer and owner, THE JACKSON VENTURE, a Wisconsin partnership, desires to impose restrictions and covenants for the purpose of providing for the harmonious development of Glen Brooke of Jackson, being a Planned Unit Development located in the Village of Jackson, Wisconsin, and more fully described in Exhibit A attached hereto,

NOW, THEREFORE, the developer and owner does hereby covenant and declare that the following restrictions and covenants shall apply to all the foregoing real estate and that the same shall be incorporated by reference in all deeds and conveyances executed by THE JACKSON VENTURE and thereafter conveying portions of said real estate, to wit:

I ZONING. Lots and their use shall conform to the zoning code of the Village of Jackson and the restrictions and covenants set forth hereafter, with present zoning districts existing in GLEN BROOKE OF JACKSON as follows

Two Family Lots and Condominium Lots

- Block 1-Lots 1 through 19
- Block 4-Lots 1 through 18
- Block 5-Lots 26 through 32
- Block 7-Lots 1 through 12

All other lots are Single Family Lots

A Single Family Residential lots shall be used only for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on such single family lots other than a dwelling designed for the use and occupancy of a single family, not to exceed two stories (plus attic) in height, and private garage for passenger automobiles.

The minimum living area of single family dwellings constructed shall be as follows:

1. One story dwellings, a minimum of 1,400 square feet. No floor area below the finished yard shall be considered living area.
2. Two story dwellings, a minimum of 1,800 square feet with a minimum of 1,000 square feet on the first floor. No floor area below the finished yard shall be considered living area.
3. One and one-half story homes shall comply with two story restrictions. No floor area below the finished yard shall be considered living area.
4. Tri-level dwellings, a minimum of 1,800 square feet on the three main levels.
5. Bi-level dwellings, a minimum of 1,800 square feet with at least 1,200 feet on the main or upper level.

These minimum footages are exclusive of carports, garages and open porches or decks.

Garages: All single family dwellings must have an attached two car garage built at the same time as the private dwelling

B. Two-family residential lots shall be used only for two-family residential purposes. No building shall be erected, altered, placed or permitted to remain on such lots other than a dwelling designed for the use and occupancy of two families, not to exceed two stories (plus attic) in height, and private garage for passenger automobiles

Minimum floor area per unit shall be 1,150 square feet. All two family dwellings must

include a two car garage for each unit, whether attached or detached; but detached garages require specific approval by the Architectural Control Committee.

These minimum footages are exclusive of carports, garages and open porches or decks.

II. BUILDING SPECIFICATIONS AND REQUIREMENTS. Setbacks, height restrictions and locations of all structures shall be regulated by the zoning ordinances of the Village of Jackson. On any given single family lot, one side yard setback may be reduced by 50%, so long as the setback of the adjoining side yard of the adjacent lot is maintained inviolate and provided that such side yard reduction has been approved in advance by the the Village of Jackson.

In order to maintain harmony in appearance, and as a protection against undesirable and inharmonious construction of buildings and improvements on all lots in the planned unit development, the right to refuse approval of any plans and specifications and/or plot plan is hereby given to an Architectural Control Committee. In passing upon such plans and specifications and/or plot plans, the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed building or other structure. Final approval as to choice of exterior materials and exterior colors shall reside with the Architectural Control Committee. No building, main or accessory, fence, wall, pool, or other improvement shall be erected, placed or altered on any lot in the subdivision until the construction plans and specifications and a plan showing the location of the proposed structure or improvement shall have been approved by the Architectural Control Committee, or its duly appointed agents, as to: employment and quality of material, colors, harmony of exterior design with existing structures, and as to location on the proposed site, front, rear, sidesetbacks, and as to topography and finished grade elevations. A duplicate copy of the above plans and specifications as submitted and approved shall be provided for the permanent file of the Architectural Control Committee.

III. EXTERIOR AND ROOF. All air conditioners, solar heating units, windpower and similar devices shall be concealed from street view and be located in a manner approved by the Architectural Control Committee. Exterior antennas, including dishes, and similar devices of all types shall not be installed without the prior permission of the Architectural Control Committee as to the antenna and/or dish and its location.

IV. DRIVEWAYS. All driveways shall be constructed of concrete or hot mix asphalt and the final surfacing shall be completed within one year of the date of issuance of the building occupancy permit.

V. ELEVATION AND GRADING. Each parcel shall be graded to harmonize with the finished or proper grade of parcels of land adjoining and the final decision regarding such grading shall be made by the architectural Control Committee. All excess ground or fill from any parcel of land within the planned unit development shall be deposited on some part of said planned unit development or the adjacent lands, at the direction of the Architectural Control Committee, without cost to the Architectural Control Committee or owners of the land on which the same is deposited.

VI. VACANT LOT CARE. Prior to construction, it shall be the responsibility of the owners to maintain their lots in a neat and orderly manner, keeping grass mowed and premises free of refuse.

VII. LIVESTOCK AND PETS. Animals or poultry of any kind shall not be raised, bred or kept on any parcel for any commercial purpose. Dogs and/or cats may be kept on single family lots, but there shall be not more than two adult animals in total of those species per lot. Dogs and/or cats may be kept on two family lots, but there shall be not more than two adult animals in total of those species per unit per lot. Pets may not be permitted to run at large, but must be kept on premises of the owner.

VIII. COMMERCIAL AND RECREATIONAL VEHICLES. Trailers other than personal type vans shall not be stored or parked on any lot unless in a closed garage. Boats or trailers and winter recreational vehicles may only be stored in drive areas during the normal season and must be removed or stored in garages during the balance of the year. No unlicensed cars or trucks shall be

parked on or about premises unless performing a service normal to a homeowner or the planned unit development.

IX. DRAINAGE EASEMENTS. Any lot containing a drainage easement shall not be allowed to build upon or in any way block the flow of surface water.

X. SIGNS AND ADVERTISEMENTS. No sign of any kind shall be placed or displayed to the public view on any lot except: (1) one sign of not more than two square feet designating the names of the residents of the property, but without reference to any business, trade, or profession of such persons; (2) in the case of two-family lots, one sign of not more than two square feet indicating that a unit is available for rent; and (3) one sign of not more than thirty two square feet to advertise the property during construction or sales period.

XI. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of Ron W. Robbins, Richard A. Steinman and Herbert C. Puetzer or their duly appointed agents. When THE JACKSON VENTURE no longer owns any portion of the above planned unit development or it relinquishes its rights hereunder in writing, whichever comes first, the Architectural Control Committee shall consist of three lot owners elected by the owners of lots in this subdivision, each lot representing one vote. Members of the Architectural Control Committee shall serve for three years, or until their successors have been duly elected. Due notice of the election of such successors shall be filed in the Office of the Register of Deeds for Washington County. The "Committee" approval or disapproval, as required in the restrictions and covenants shall be in writing. In the event the Architectural Control Committee, or its agents, fail to approve or disapprove duplicate plans and specifications therefor and the plot plan within 45 days after submittal, approval shall be deemed to have been obtained insofar as required by the above paragraph only. All other provisions of these restrictions are to have full force and effect. Action by said "Committee" shall be final and conclusive as to persons then or thereafter owning lots in said planned unit development. No compensation shall be paid to members of the Architectural Control Committee.

XII. ENFORCEMENT. These restrictions may be enforced by the Architectural Control Committee through any and all proceedings in law or in equity deemed necessary and appropriate, against any person or entity violating or attempting to violate these restrictions. The Architectural Control Committee shall have the sole right, wherever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and to summarily abate or remove the same at the expense of the owner after giving ten days notice in writing to correct or remove the violation. The failure to enforce promptly any of the reservations and restrictions shall not bar their enforcement.

XIII. SEVERABILITY OF PROVISIONS. Invalidity of any one of the restrictions and/or covenants herein contained shall not in any way affect any of the other restrictions and/or covenants which shall remain in full force and effect.

XIV. TERMINATION OF RESTRICTIONS AND/OR COVENANTS. The covenants, conditions, reservations and restrictions shall run with the land and be binding on all persons claiming or owning any interest in said premises for a period of 25 years from the date these restrictions and covenants are recorded; provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of 10 years, and thereafter in successive 10 year periods, unless on or before the end of one of such extension periods or base period the owners of at least 60% of the lots and with the consent of THE JACKSON VENTURE, so long as it owns any of said lots in the planned unit development, shall by written instrument duly recorded, declare a termination of the same. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all action for breach of these covenants, conditions, reservations or restrictions committed or suffered prior to such expiration shall be absolute.

XV. MODIFICATIONS OF PROVISIONS. Any of the foregoing covenants,

678939

VOL 1464 PAGE 401

conditions, reservations and restrictions may be annulled, waived, changed, modified, or amended at any time by written declaration or amendment, executed by the owners of at least 75% of the lots, and with the consent of THE JACKSON VENTURE, so long as it owns any of said lots. The "Declaration of Restrictions and Covenants" shall become effective upon recording thereof.

XVI. OUTLOTS. The developer and owner, THE JACKSON VENTURE, as part of the development of Glen Brooke of Jackson, has created open space and walkways as shown on the recorded plat of the planned unit development. Such open space and walkways are created for the common benefit and enjoyment of each lot owner in Glen Brooke of Jackson as a park and recreation area. When the developer and owner, THE JACKSON VENTURE, no longer owns any lot in Glen Brooke of Jackson, or it elects to proceed with the following in writing, whichever comes first, it shall create a nonprofit corporation to be known as the Glen Brooke of Jackson Homeowners Association, Inc., the "Association", for the purpose of improving and maintaining such open space and walkways above referred to and assessing the prorata share of such improvement or maintenance decided upon to the individual lot owners and the collection of assessments therefore. Ownership of all the outlots, walkways and open space will be transferred to the Association. The owner or owners of each lot or residential unit shall be entitled to one (1) vote in the management and operation of the Association.

Each lot owner or owner of a residential unit shall be a member of the Association, and as such said lot owner (and in the case of two family rental units the tenant) shall be entitled to an easement to use said open space for the purposes intended. Such membership and easement shall be appertaining to and shall pass with title to each lot in Glen Brooke of Jackson.

The membership of each lot or residential unit owner in the Association and the easement to the open space shall be subject to the following:

1. An annual assessment may be levied by the Association for the purpose of defraying in whole or in part the costs incurred by the Association to maintain the open space for the recreation, health, safety, welfare and enjoyment of its members. Said costs shall include, but not be limited to, payment of taxes, insurance, improvements, repair, replacement and additions to the improvements made upon said open space and the cost of labor, equipment, materials, management and supervision thereof.

The developer and owner, THE JACKSON VENTURE, shall pay its prorata share of such costs for each fully improved lot it still owns in said planned unit development, with the exception that it shall not be assessed on any lot it owns for improvements or additions thereto for which it has not consented to construction or installation thereof.

Such annual assessment shall be levied by the Association as of January 31, for such year, and a statement for such amount levied shall be mailed to the owner of each lot as of such date and be payable on or before March 31, of each year, commencing with the year the corporation becomes active.

The assessment as established by the Association shall be set taking into consideration the costs of the current improvements, maintenance and future needs.

2. Special assessments may be levied by the Association for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement or maintenance upon the open space, if consented to by two-thirds (2/3) of the members of the Association. The developer and owner, THE JACKSON VENTURE, shall not be assessed for any such improvements for any lot it owns for which it has not consented to the construction or installation or maintenance thereof. Such special assessments shall be due and payable ninety (90) days after the required affirmative vote of the members of the Association.

3. The annual and/or special assessments prorata share shall be the following:

A. While the lot is vacant, its prorata share shall be one (1) share.

B. After construction of the dwelling unit(s), the prorata share shall be one (1) share for

678939

VOL 1464 PAGE 402

each residential unit

4. If the assessment, annual and/or special, is not paid on the date when due, then such assessment shall become delinquent and shall together with such interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then owner, his/her heirs, devisees, personal representatives, successors and assigns. Such assessment shall also be the personal obligation of the owner of the lot at the time said assessment becomes delinquent and shall remain the personal obligation of said owner for the statutory period.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of two percent (2%) per annum over the statutory rate and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment interest, all court costs, attorney fees and related costs in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment, all court costs, attorney fees and related costs.

The Association shall upon demand at any time furnish to any lot owner a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

In the event the Village of Jackson shall at any future date assume the maintenance of the open space either at the request of the Association or because said Association is not maintaining said open space to the satisfaction of the Village of Jackson, the Village of Jackson shall have the power and authority to levy and collect a special assessment annually from each lot in the planned unit development for the cost of the operation and maintenance of open space and improvements thereon within Glen Brooke of Jackson planned unit development. Such assessments shall be allocated as set forth above and for these purposes, the planned unit development shall constitute an assessment district and there shall be no limitations as to the amount of these assessments, provided they shall not exceed the actual cost thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of October, 1994, at Wauwatosa, Wisconsin

THE JACKSON VENTURE
a Wisconsin Partnership

By Herbert C. Puetzer
Herbert C. Puetzer
Managing Partner

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

Personally came before me this 17th day of October, 1994, the above named Herbert C. Puetzer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Charles H. Stanton
Notary Public, State of Wisconsin
My Commission Expires 12/28/97

678939

Vol 1464 p. 403

CONSENT OF MORTGAGE HOLDER

KILBOURN STATE BANK, a Wisconsin corporation, located at N112 W18741 Mequon Road, Germantown, Wisconsin 53022, holds a mortgage on the property to which the aforesaid Declaration of Restrictions and Covenants applies, and hereby consents to the imposition and recording of said Declaration of Restrictions and Covenants

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17 day of Oct, 1994, at GERMANTOWN, WISCONSIN, Wisconsin

KILBOURN STATE BANK
a Wisconsin corporation

By [Signature]

Title [Signature]

STATE OF WISCONSIN)
WASHINGTON COUNTY) ss

Personally came before me this 17th day of October, 1994, the above named R R Brando, known to be the person who executed the foregoing instrument and acknowledged the same

[Signature]
Notary Public, State of Wisconsin
My Commission Expires 12/23/97

This instrument was drafted by Herbert C Puetzer, 4946 Pleasant Hill Road, Richfield, Wisconsin 53076, Telephone (414) 628 0405

776063

Document Number

AMENDED
DECLARATION OF RESTRICTIONS & COVENANTS
GLEN BROOKE OF JACKSON

Document Title

Amendment Number 1

RECORDED

98 APR 13 PM 1:00

Lucy C. Boring
REGISTER OF DEEDS
OF WASHINGTON COUNTY

Recording Area

164

Name and Return Address

ABSTRACT & TITLE CO.
410 HAWTHORN DR
WEST BEND, WI 53095

WHEREAS, The Jackson Venture, a Wisconsin partnership did on October 17, 1994 cause to be recorded the original Declaration of Restrictions and Covenants, Glen Brooke of Jackson, which Declaration was recorded on said October 17, 1994, in Volume 1464 starting at page 398, as Document No. 678939, legal description attached as exhibit;
and,

WHEREAS, the developer and owners desire to amend the Declaration pursuant to Section XV of said Declaration thereof to make the changes herein set forth;

NOW, THEREFORE, the undersigned and does hereby amend said Declaration as follows:

1. Paragraph I. A.5, last paragraph is amended to read as follows:

"Garages: All single family dwellings must have an attached garage of at least two car size built at the same time as the private dwelling.

2. Paragraph I. B. of the Declaration of Restrictions and Covenants shall be amended to read:

"B. Two-family residential lots shall be used for two-family residential purposes or one-family residential purposes."

[Handwritten signature]

3. Paragraph II of the Declaration is amended to read:

"II. BUILDING SPECIFICATIONS AND REQUIREMENTS.

Setbacks, height restrictions and locations of all structures shall be regulated by the zoning ordinances of the Village of Jackson. On any given single family lot, one side yard setback or back yard setback may be reduced by 50%, so long as the setback of the adjoining side yard or back yard of the adjacent lot is maintained inviolate and provided that such side yard or back yard reduction has been approved in advance by the Village of Jackson.

4. Paragraph V of the Declaration is amended to read:

"V. ELEVATION AND GRADING. Each parcel shall be graded to harmonize with the finish or proper grade of parcels of land adjoining and the final decision regarding such grading shall be made by the Village of Jackson.

5. Paragraph VII of the Declaration is amended to read:

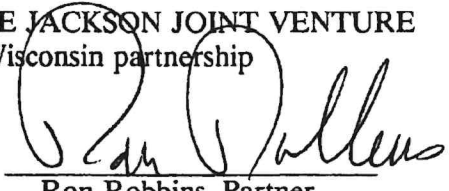
"VII. LIVESTOCK AND PETS. Animals or poultry of any kind shall not be raised, bred or kept on any parcel for any commercial purpose. Dogs and/or cats may be kept on single family lots, but there shall be not more than two adult animals in total of those species per lot. Dogs and/or cats may be kept on two family lots, but there shall be not more than two adult animals in total of those species per unit per lot.

6. Paragraph XI of the Declaration is amended as follows:

"Herbert C. Puetzer is replaced on the Architectural Control Committee by Jack Wolf."

IN WITNESS WHEREOF the undersigned have executed this Declaration
Amendment as of the 4 day of April, 1998.

THE JACKSON JOINT VENTURE
a Wisconsin partnership

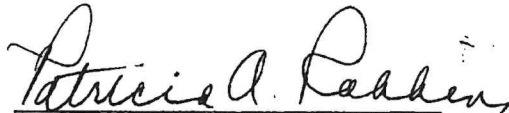
By: 

Ron Robbins, Partner

776063

STATE OF WISCONSIN)
)ss
WASHINGTON COUNTY)

Personally came before me this 4 day of April, 1998 the above named Ron Robbins to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public of Wisconsin
My Commission is permanent.
PATRICIA A. Robbins

This instrument was drafted by:

Roland L. Pieper, Esq.
State Bar #1012697

776063

LEGAL DESCRIPTION

The entire recorded plat of Glen Brooke of Jackson located in a part of Outlot 57, Assessor's Plat, Village of Jackson, and a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4, and a part of the Northwest 1/4 and the Northeast 1/4 and the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 19, Town 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin.

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Document Number

Amended
DECLARATION OF RESTRICTIONS & COVENANTS
GLEN BROOKE OF JACKSON

Document Title

Amendment Number 1

92 APR 13 PM 1:00

RECORDING OFFICE
OF CLERK OF COURT

Recording Area

16-4

Name and Return Address

ABSTRACT & TITLE CO.
410 HAWTHORN DR
WEST BEND, WI 53095

WHEREAS, The Jackson Venture, a Wisconsin partnership did on October 17, 1994 cause to be recorded the original Declaration of Restrictions and Covenants, Glen Brooke of Jackson, which Declaration was recorded on said October 17, 1994, in Volume 1464 starting at page 398, as Document No. 678939, legal description attached as exhibit; and,

WHEREAS, the developer and owners desire to amend the Declaration pursuant to Section XV of said Declaration thereof to make the changes herein set forth;

NOW, THEREFORE, the undersigned and does hereby amend said Declaration as follows:

1. Paragraph I. A.5, last paragraph is amended to read as follows:

"Garages: All single family dwellings must have an attached garage of at least two car size built at the same time as the private dwelling.

2. Paragraph I. B. of the Declaration of Restrictions and Covenants shall be amended to read:

"B. Two-family residential lots shall be used for two-family residential purposes or one-family residential purposes."

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3. Paragraph II of the Declaration is amended to read:

"II. BUILDING SPECIFICATIONS AND REQUIREMENTS.

Setbacks, height restrictions and locations of all structures shall be regulated by the zoning ordinances of the Village of Jackson. On any given single family lot, one side yard setback or back yard setback may be reduced by 50%, so long as the setback of the adjoining side yard or back yard of the adjacent lot is maintained inviolate and provided that such side yard or back yard reduction has been approved in advance by the Village of Jackson.

4. Paragraph V of the Declaration is amended to read:

"V. ELEVATION AND GRADING. Each parcel shall be graded to harmonize with the finish or proper grade of parcels of land adjoining and the final decision regarding such grading shall be made by the Village of Jackson.

5. Paragraph VII of the Declaration is amended to read:

"VII. LIVESTOCK AND PETS. Animals or poultry of any kind shall not be raised, bred or kept on any parcel for any commercial purpose. Dogs and/or cats may be kept on single family lots, but there shall be not more than two adult animals in total of those species per lot. Dogs and/or cats may be kept on two family lots, but there shall be not more than two adult animals in total of those species per unit per lot.

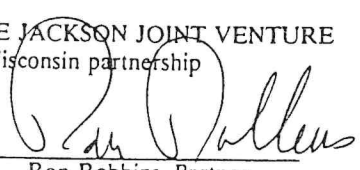
6. Paragraph XI of the Declaration is amended as follows:

"Herbert C. Puetzer is replaced on the Architectural Control Committee by Jack Wolf."

IN WITNESS WHEREOF the undersigned have executed this Declaration

Amendment as of the 4 day of April, 1998.

THE JACKSON JOINT VENTURE
a Wisconsin partnership

By: 

Ron Robbins, Partner

776063

STATE OF WISCONSIN)
)ss
WASHINGTON COUNTY)

Personally came before me this 4 day of April, 1998 the above named Ron Robbins to me known to be the person who executed the foregoing instrument and acknowledged the same.

Patricia A. Robbins
Notary Public of Wisconsin
My Commission is permanent.
PATRICIA A. ROBBINS

This instrument was drafted by:

Roland L. Pieper, Esq.
State Bar #1012697

776063

LEGAL DESCRIPTION

The entire recorded plat of Glen Brooke of Jackson located in a part of Outlot 57, Assessor's Plat, Village of Jackson, and a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4, and a part of the Northwest 1/4 and the Northeast 1/4 and the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 19, Town 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin.