

Document Number	DECLARATION OF RESTRICTIONS FOR LAKESHORE ESTATES Title of Document
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Parcel Identification Number (PIN)	

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DECLARATION OF RESTRICTIONS
FOR LAKESHORE ESTATES

THIS DECLARATION OF SUBDIVISION RESTRICTIONS (this "Declaration") is made this ____ day of _____, 2021, by DOOR CREEK CONSTRUCTION OF ILLINOIS, LLC ("Developer").

RECITALS:

A. Developer is the owner of the property commonly known as Lakeshore Estates (the "Subdivision") in the City of Mequon, Ozaukee County, Wisconsin, more particularly described on the attached Exhibit A.

B. Developer desires to subject the lots ("Lots") in the Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

NOW, THEREFORE, Developer hereby declares that the Subdivision 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 the property and each of every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof:

1. General Purpose. The general purpose of these restrictions is to assure that the Subdivision will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

2. Dwellings and Other Structures.

A. Residential Use. 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 ("Dwelling"), not exceeding two and stories in height and a private garage for not less than two cars, and a maximum of one outbuilding incidental to residential use of the premises.

B. Approval Required. In order to maintain harmony in appearance and to protect the owners of the Lots in the Subdivision, no Dwelling, accessory building, fence,

sign, wall, swimming pool, or other structure shall be erected, constructed, or maintained upon any Lot nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plot plan showing the exact location of such structure, the elevation thereof and the grade of the Lot, and a sketch or view of such structure or changes, shall have been submitted to and approved in writing by the Mequon Architectural Review Board. All Dwellings shall comply with the Mequon Architectural Review Board's publication entitled "Guidelines for Residential Structures."

C. Minimum Size. Dwellings erected on any lot must meet or exceed the following minimum area requirements:

- (1) Not less than two thousand three hundred (2,300) square feet for a one-story Dwelling; and
- (2) Not less than two thousand three hundred (2,300) square feet for a two-story Dwelling.

D. Permitted Materials; Roof.

(1) Siding Material. No used materials will be permitted in the construction of any Dwelling or other structure in the Subdivision. Manmade materials such as, but not limited to vinyl, steel, or aluminum siding and artificial stucco siding are not allowed. Approved materials include Hardiplank and natural materials such as brick, stone, and natural or engineered wood siding.

(2) Roof Materials. Approved roofing materials are limited to cedar and Dimensional Weatherwood.

(3) Roof Pitch. The required minimum roof pitch is 10:12 for a one-story house and 8:12 for a two-story house.

E. Chimney. Chimneys shall be built of stone, brick or decorative concrete masonry, but not of concrete block or unfaced poured concrete.

F. Setbacks and locations. Setbacks and locations of all structures shall be compliant with any applicable governmental regulation, including the City code and if applicable any Ozaukee County shoreland or floodplain protection ordinance, as follows:

- (1) Front Building Setback: 100 feet minimum
- (2) Side Building Setback: 30 feet minimum
- (3) Rear Building Setback: 35 feet minimum

G. Garage. Any garage structure, whether attached to the Dwelling or free standing, shall have a side, front, or canted entry.

H. Driveway. Neither a truck, boat, mobile home, nor trailer of any kind shall be parked on the premises outside of the garage other than for the delivery of materials or merchandise, except during construction, servicing or remodeling periods, or for a period of time greater than three (3) days.

I. Drainage and Grading. A master surface drainage and house grade plan has been prepared by the Developer designating (i) the manner in which each Lot shall drain in relation to all other Lots in the Subdivision, and (ii) the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Developer and with the City. At the time a building permit is requested, the grade elevation of each Dwelling shall also be obtained from the City and the Dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the City. Within thirty (30) days after completion of a Dwelling on any Lot in the Subdivision, the owner of the Dwelling shall grade the Lot to conform to the drainage plan, and from that time forward nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with the plan. Silt fences, hay bales, and/or erosion control measures may be placed at various locations in the Subdivision by the Developer, or as ordered by any governmental authority in the course of development of the Subdivision. Lot owners are required to maintain the silt fences until such time as turf cover is restored to all disturbed areas, and to comply with any orders of any governmental authority requiring additional silt fencing, hay bales, and/or other erosion control measures for their Lot. If a Lot owner fails to comply with such order within twenty-four (24) hours, such governmental authority shall have the right to cause such work to be done and charge the cost thereof to the owner, which if not paid shall be added to the tax bill as a special assessment by the governmental authority.

J. Fill. Where fill is necessary on a Lot to obtain the proper topography and finished ground elevation, it shall be free of waste material, noxious materials, refuse, or pollutants. Dumped fill material shall be leveled immediately after completion of the Dwelling. The fill is also subject to all applicable regulation of any governmental body with jurisdiction including but not limited to a fill permit issued by the City or any other governmental authority.

K. Pools. Only in-ground swimming pools are permitted and only when installed in accordance with City requirements. No above-ground swimming pools, other than temporary, portable above-ground pools with a diameter not to exceed twelve (12) feet and a height not to exceed thirty-six (36) inches are permitted, provided they shall be kept in the rear yard and not in the driveway, front yard, or side yards. No other above-ground swimming pools are permitted.

L. Fences. Fences, including Lot line or perimeter fences will be permitted, provided (i) they are constructed of wood, ornamental iron, or natural material., (ii) they do not exceed six (6) feet in height, (iii) the design thereof has been submitted to and approved by City in advance of construction thereof, and (iv) they are in compliance with all City fence regulations and similar laws. Fence locations shall not conflict with underground public utility facilities.

M. Playsets. Children's outdoor play structures shall be permitted in rear yards provided they are constructed or kept in the rear yard and not in the front yard or side yard.

N. Underground Utilities Only. All telephone, utility, electric, or cable service within the Subdivision will be underground and no overhead service shall be provided or allowed.

O. Satellite Dishes, Antennae. Satellite dishes and antennas shall not be free standing and will be attached to the Dwelling, and placed to minimize view from the street and from adjacent Lots, provided such placement allows reception of an acceptable quality signal and does not unreasonably delay or increase the cost of installation, maintenance, or use.

P. Retaining Walls. Retaining walls are subject to all governmental regulations and shall be built of stone, brick or decorative concrete masonry, but not of concrete block or unfaced poured concrete.

3. Use of Property.

A. Compliance with Law. No noxious or offensive activity, nor any activity which is violative of the City code, county ordinance, or state law, as applicable, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Lot owner or the Subdivision. Trash, garbage, or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No Dwelling may be occupied until (i) it has been substantially completed in accordance with the plans and specifications, and (ii) an occupancy permit obtained from the City.

B. Maintenance of Property. The owner of each Lot shall keep that Lot and all improvements thereon in good order and repair and free of debris, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or appropriate external care of all buildings and other improvements all in a manner and with such frequency as consistent with good property management. In addition to normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall maintain the lawn and yard area in front of the Lot from the property line (from Lot line) to the street. In addition to mowing, the Lot owner of each Lot shall keep this area free of debris.

C. Preservation of Trees. No existing, live tree having a diameter or three (3) inches or more at a height four (4) feet above the ground shall be cut down, destroyed, mutilated, moved or disfigured without prior approval of the Mequon Architectural Review Board. During construction, all existing trees shall be protected and preserved by wells or islands and proper grading as may be required by the Mequon Architectural Review Board. Trees and shrubs shall be maintained in their present or natural state upon all Lots, with the exception that removal shall be permitted only upon approval by the Mequon Architectural Review Board which shall not unreasonably withhold approval when removal is necessary for the construction of a building.

D. Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall be kept in covered containers until disposed of. All containers or other equipment for the storage

or disposal of trash, garbage or other waste shall be kept in a sanitary condition and suitably screened from view from the street. These provisions shall not be strictly enforced against any contractor during the course of the construction period on any Lot. However, any contractor hired by any Lot owner shall take all reasonable and necessary measures to maintain the Lot free from rubbish and trash or other construction waste during the construction period.

E. Completion of Construction. Any construction commenced shall be completed within one (1) year period from commencement of construction and shall be ready for occupancy within that period. During the time of construction, the Lot owner shall be responsible to see that the Lot owner's contractor maintains a regularly scheduled clean-up of all scraps, paper or other waste materials. Within one (1) year of the issuance of the occupancy permit for the construction of a Dwelling on a Lot, the Lot owner shall complete or cause to be completed the finish grading, re-top soiling, and seeding or establishing of other ground cover or other plant material of all areas disturbed during the construction of the Lot, except that occupied by the Dwelling, driveways and outbuildings. For all structures other than a Dwelling, the items shall be completed by the Lot owner within six (6) months of the issuance of a building permit and/or Mequon Architectural Review Board approval, whichever occurs last.

F. Driveways. Within one (1) year of the issuance of the occupancy permit for a Dwelling on a Lot, the Lot owner shall install a concrete driveway. The driveway shall include all areas to be normally traveled by vehicles.

4. Declaration Terms.

A. Runs With the Land. This Declaration shall run with the land and shall be binding upon all persons purchasing any Lot in the Subdivision after recording of this Declaration for a period of thirty (30) years from the date this Declaration is recorded. After the expiration of such thirty (30) year period, this Declaration shall be automatically renewed for successive periods of ten (10) years, unless there is recorded an instrument executed by the owners of at least sixty percent (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.

B. Invalidity. 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.

C. Amendment. This Declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth the change, executed by the owners of at least sixty percent (60%) of the Lots in the Subdivision and the written consent of the Developer, which consent may be unreasonably or arbitrarily withheld, so long the Developer, or its assigns, continues to own, have title to, or control any Lot(s) within the Subdivision, or any adjacent land which may be developed as an Affiliated Subdivision.

D. Enforcement. Any Lot owner or the Developer, provided that the Developer still retains an interest in the Subdivision, shall have the right to enforce by any proceeding in law or in equity, all covenants, conditions and restrictions imposed by the provisions

of this Declaration. Failure to enforce any covenant, condition or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. Any Lot owner or the Developer who brings an action hereunder to enforce these covenants, conditions and restrictions shall, if successful in prosecuting the action, recover all reasonable costs, expenses, and reasonable attorney fees, as determined by the court. As long as the Developer owns any Lot, any Lot owner who wishes to make a complaint regarding any matter which is the subject of this Declaration must do so in writing stating the Lot owner's full name and address and the nature of the complaint and delivering it to the Developer at _____.

E. Conflict. In the event of any conflict between these restrictions and the City's zoning or building regulations, the more restrictive provision shall apply.

F. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

G. Captions. The captions and section headings herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

H. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of the provision or of any other provision hereof.

I. Governing Law. This Declaration shall be governed by and construed under the laws of the State of Wisconsin.

[Signature Page to Follow]

[Signature Page – Declaration of Restrictions for Lakeshore Estates]

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

DEVELOPER

By: Door Creek Construction of Illinois, LLC

By: _____

Print: _____

Its: _____

STATE OF WISCONSIN)

)

_____ COUNTY)

Personally came before me this _____ day of _____, 2021, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, _____ County, Wisconsin

My Commission expires: _____

This document drafted by:
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EXHIBIT A

Lakeshore Estates Legal Description