

## Page 1 of 5

FIRST AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS  
OF WESTON MEADOWS

Document Number

Document Title

4481610

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ONJune 09, 2020 08:21 AM  
James R Behrend  
Register of Deeds

5 PGS

TOTAL FEE:\$30.00  
TRANS FEE:\$0.00

Book Page -



## Recording Area

## Name and Return Address

Weston Meadows, Inc  
156 E. Wisconsin Avenue,  
Oconomowoc, WI 53066

## Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

FIRST AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS  
FOR WESTON MEADOWS

This First Amendment to the Declaration of Restrictions of Weston Meadows Subdivision (the "First Amendment") is made this 4<sup>TH</sup> day of JUNE, 2020 by Weston Meadows Inc. hereinafter referred to as "Developer".

**RECITALS**

- A. Weston Meadows, Inc. created that certain Declaration of Restrictions for Weston Meadows Subdivision dated September 26, 2005 and recorded on September 26, 2005 as Document No. 3320925 in the office of the Register of Deeds of Waukesha County, Wisconsin (the "Declaration"), and
- B. The Declaration encumbers certain real property located in the City of Oconomowoc, Waukesha County, Wisconsin (the "City") as more fully described on Exhibit A attached hereto (the "Subdivision"), and
- C. Developer hereby desires to amend the Declaration as outlined below.

**AMENDMENT**

NOW THEREFORE, in consideration of the foregoing Recitals, the Declaration is hereby amended as follows for Weston Meadows Phase II single family lots:

**1. MINIMUM SQUARE FOOTAGE REQUIREMENTS.**

Single Family houses constructed in Weston Meadows Subdivision Phase II shall have a minimum square footage of living space as follows:

- i. One story house shall have a minimum square footage of living space of not less than 1400 square feet, exclusive of open porches and garages.
- ii. One and one-half story and two-story house shall have a minimum square footage of living space of not less than 1800 square feet with not less than 1000 square feet on the first floor.

**2. BUILDING SETBACKS.**

All dwellings and buildings must be constructed pursuant to the minimum building setbacks of the City of Oconomowoc code.

- i. SR Zoning – Lots 43-76 (Per City of Oconomowoc Zoning Ordinance):  
Minimum Building Setbacks
  - a. Front or Street Side = 20 feet\* (unless noted as greater)
  - b. Side = 7.5 feet\* (Due to utility easement overlap)

- b. Side = 7.5 feet\* (Due to utility easement overlap)
  - c. Rear = 20 feet
- ii. RML Zoning – Lots 77-86 (Per City of Oconomowoc Zoning Ordinance):  
Minimum Building Setbacks
  - a. Front or Street Side = 20 feet (unless noted as greater)
  - b. Side = 10 feet
  - c. Rear = 20 feet

\* Per city of Oconomowoc Zoning Ordinance, a blanket approval is granted to all structures zoned SR either existing or have an approved preliminary or final plat prior to the effective date of Ordinance No. 16-O900 that have a front yard setback for the principal structure / attached garage of less than 25' or a side yard off-set less than 10'. These structures shall be classified as legal and conforming in respect to the minimum front yard setback and side yard off-set required within the City. (Ordinance No. 16-O900 – Approved and Adopted November 1, 2016).

### 3. HEIGHT REQUIREMENTS.

All dwellings and buildings must be constructed pursuant to the maximum structure height of the City of Oconomowoc code. A residence shall have a maximum structure height of 35 feet.

### 4. ROOF REQUIREMENTS.

A residence shall have a roof pitch ratio of 6/12 or other pitch approved by ACC.

### 5. LANDSCAPING

Irrigation systems for lawns and planting beds, if installed, shall utilize Irrigation Controllers and components to conform to the EPS "WaterSense" criteria. Controllers shall have Soil and Rain Sensors, as minimum components. Controllers and equipment shall be installed, programmed, and maintained according to manufacturer's recommendations.

The Association will plant trees along the ROW in front of each Lot (known as "Street Trees") in accordance with the Street Tree Plan and municipal requirements. A fee of \$600 will be collected by the Association at each Lot closing for installation of the required street trees for each lot. Each Lot Owner shall maintain the Street Trees located in front of their lots. If an owner does not maintain, the Association may maintain or replace as deemed necessary by the Association and charge Owner for such amount plus a fee for services rendered as determined by the Association. The Street Trees shall not be counted towards the 2 hardwood trees required in the front yard of the Lot.

**6. MAILBOXES & CBUs.**

The term "CBU" shall mean the Cluster Box Unit installed along the roadway or in a Common Area serving the postal needs of each home. Developer shall install CBUs in locations as approved by the USPS. If any CBU is damaged, destroyed, stolen, or any other adverse effected, the HOA shall be responsible, on behalf of the Lot Owners, to repair the defect in a timely manner at the HOA's expense. The HOA Association shall issue keys for a box to a Lot Owner at the final occupancy of each home. The Association will not retain a spare master key for any boxes. If a key is lost or not transferred when the home is sold, the Lot Owner is responsible for the full cost of having the box re-keyed or the lock replaced per the manufacturer's recommendations. Area around CBU to be maintained by Lot Owner.

Signed and sealed this 2nd day of June 2020

Weston Meadows Inc.

By: 

Michael L. Herro, President

STATE OF WISCONSIN)

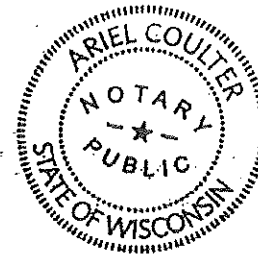
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COUNTY OF WAUKESHA)

Personally came before me this 2nd day of June 2020 the above named Michael L. Herro, to me known to be the person who executed the foregoing instrument and acknowledge the same.



Notary Public  
Waukesha County, Wisconsin  
My Commission expires: 10-27-21



Drafted by:  
Ariel Coulter  
Oconomowoc Realty, LLC  
156 East Wisconsin Avenue  
Oconomowoc, WI 53066

## EXHIBIT A

### Legal Description of

#### WESTON MEADOWS – PHASE II

All of Outlot 1 of Certified Survey No. 7079, all of Lot 5 of Certified Survey Map No. 5928 and a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 31, Town 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 31; thence S00°01'25"E along the West line of the Northeast 1/4 of said Section 31 a distance of 1280.51 feet to the point of beginning of the following described lands; thence Northeasterly 355.38 feet along the Southerly line of Weston Meadows and the extension thereof and the arc of a curve to the right, with a radius of 450.00 feet, and whose chord bears N49°51'59"E, 346.21 feet; Thence N72°29'26"E along said Southerly line 290.16 feet; thence Northeasterly 138.08 feet along said Southerly line and the arc of a curve to the right, with a radius of 450.00 feet and whose chord bears N81°16'51"E, 137.54 feet; thence S89°55'43"E along said Southerly line 367.70 feet to the West line of Certified Survey Map No. 5928; thence N00°04'17"E along said West line 75.56 feet to the Southwest corner of Lot 4 of Certified Survey Map No. 5928, thence S89°55'43"E along the Southerly line of said Lot 4 a distance of 173.72 feet; thence S65°01'01"E along said Southerly line 210.46 feet to the Westerly right of way line of Capitol Drive; thence S32°27'59"W along said Westerly right of way line 188.34 feet; thence S40°32'02"E along the southwesterly right of way line of Capitol Drive 104.51 feet to the Westerly line of Certified Survey Map No. 11311; thence S32°27'58"W along said Westerly line 127.06 feet; thence S00°04'39"W along said Westerly line 988.87 feet to the Northerly line of Canadian Pacific Railroad; thence N68°04'34"W along said Northerly right of way line 1408.58 feet to the West line of the northeast 1/4 of Section 31; thence N67°24'22"W along said Northerly line 35.75 feet; thence N68°00'29"W along said Northerly line 18.34 feet; thence N00°01'25"W, 264.40 feet; thence Northeasterly 214.41 feet along the arc of a curve to the right, with a radius of 450.00 feet and whose chord bears N13°36'34"E, 212.13 feet to the point of beginning.

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**DECLARATIONS OF RESTRICTIONS  
FOR  
WESTON MEADOWS**

This Declaration is made this 26<sup>th</sup> day of September 2005 by Weston Meadows Corporation, hereinafter referred to as "Developer".

WHEREAS, Weston Meadows Corporation, is the developer and owner of the Weston Meadows Subdivision (Phase I) in the City of Oconomowoc, Waukesha County, Wisconsin, more particularly described on attached Exhibit A; and

WHEREAS, Developer is the owner of the property described on the attached Exhibit B, C, and D, which property is adjacent to the Weston Meadows Subdivision (Phase I, Exhibit A), and upon which Developer intends to develop future phases of the Weston Meadows Subdivision; and

WHEREAS, Developer desires to subject the single family residential lots and Common Outlots in said Weston Meadows Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of said 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.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, and such additional real property as Developer may subject to this Declarations of Restrictions, by future amendment(s) hereto, shall be held, sold, conveyed, transferred, used and improved subject only to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, his successors and assigns, and to all parties hereafter having any interest in the property.

**1. GENERAL PURPOSE**

The purpose of this Declaration is to insure the best use of and most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve, as far as is practicable, the natural beauty of the property; to guard against the erection of poorly designed and proportioned structures; to obtain harmonious use of material and color scheme; to insure the highest and best residential development of property; to encourage and secure the erection of attractive homes with appropriate locations on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set backs from street and adequate spacing between structures; and in general, to provide adequately for a high type and quality of improvement on said property, and thereby to preserve and enhance the value of investments made by purchasers of building sites.

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## 2. BINDING EFFECT

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A. At such time as the subdivision plat or certified survey map for each future phase of the Weston Meadows Subdivision development is recorded, the Developer shall have the right to record an amendment to this Declaration of Restrictions so as to include herein all or any part of any lands included in any such subdivision plat or certified survey map. Any such amendment may include, at Developer's sole discretion, all or any part of the lands described on the attached Exhibit B, C, and D, and/or all or any part of any other lands now owned or hereafter acquired by Developer which are adjacent to any present or future phase of the Weston Meadows Subdivision development. This Declaration of Restrictions shall become effective as to added lands upon the recording of the amendment therefore. All decisions regarding whether or not to submit and subject all or any portion of the property described on the attached Exhibit B, C, and D and/or all or any portion of other lands located within a subdivision plat or certified survey map for any future phase of the Weston Meadows Subdivision development shall remain at the sole option and discretion of Developer. Notwithstanding any other provision of this Declaration of Restrictions regarding amendment hereof, any and all amendments hereto adding additional phases of the Weston Meadows Subdivision need to be executed only by the Developer.

## 3. INTERPRETATION

It is inherent to the protective covenants and restriction that from time to time those covenants and restriction are subject to interpretation. In those instances where an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion, and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

## 4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Weston Meadows Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at his sole discretion, as long as there remains any vacant lot in the subdivision; or any of the land described on the attached Exhibits B, C, and D, which may have been added to the subdivision or which may have become a part of the subdivision; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant lot in the

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subdivision, or Developer does not own any of the land described on the attached Exhibit B, C, and D, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of Lot Owners in attendance at a meeting of the Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery, or by First Class U.S. Mail addressed to the last known owner and address as shown on the tax roll.

#### 5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, wall, driveway, tennis court, light post, fence or any other structure shall be constructed, erected, placed or altered on any lot in Weston Meadows Subdivision until the construction plans, specifications and a plan showing the location and elevation of the structure have been approved by the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans (including building construction plans (with roof, siding, and trim colors), site plans, grading plans, and landscaping plans) shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot Owner as evidence of such approval. Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may taken into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding building, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The committee shall not be liable for actions taken or decisions made in good faith.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building code requirements, and/or which fail to properly handle drainage. It is the sole responsibility of the Lot Owner, at the direction and approval of the City Engineer, to set the top elevation of the footings, foundation, and the basement floor elevation at an appropriate level and in compliance with the master grading plan. It is further the sole responsibility of the Lot Owner to investigate and obtain qualified opinions from experts that subject Lot will

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accommodate the home, placement, and grading that Lot Owner intends. Any deviation from the master grading plan, shall be reviewed and approved by the City Engineer. Neither the Committee nor Developer shall have any liability or responsibility in the event either or both of them approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to plans, and to resubmit the correct plans to the Committee for its approval. Approval must be obtained prior to application for building permit.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced one year after completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

## 6. DWELLINGS AND OTHER STRUCTURES

No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling.

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve of a particular architectural style of a home on any given Lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close proximity to the proposed residence.

The exterior style of all dwellings shall consist of natural wood siding, natural stone, brick and/or stucco, double-4 or double-5 metal or vinyl siding, plank or fish-scale cement board, or efis system siding. Corner boards on all houses must have 5 1/2 inch wide or larger cedar board or cedar board designed cement boards. Each residence constructed will contain: Four inch cedar trim around the door or doors and windows on the front elevation. This requirement may be waived by the Architectural Control Committee at the committee's sole option, if the committee finds that this requirement would not be aesthetically pleasing, based on the material used in constructing the exterior of the home. No other types of metal, vinyl or cement board siding shall be permitted. The front elevation of each building shall contain not less than 15% real brick or stone, natural wood siding, brick and/or stucco. Exterior brick or stone shall not end at an outside corner. The committee may allow artificial stone or artificial brick in its sole discretion. The roofing of all dwellings shall consist of fully dimensional asphalt shingles, with a minimal 30 year rating, or wood or tile. Conventional asphalt shingles shall not be permitted. The Architectural Control Committee may, in its sole discretion, permit the use of other such forms of high quality and

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aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or metal. Further, the Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and of quality appearance of dwellings in the subdivision, and deviate from the percentage of natural materials required to preserve architectural integrity and the quality of appearance of dwellings in the subdivision.

No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone.

A minimum of a two-car attached garage must be constructed for each residence and said two-car garage must be constructed pursuant to the direction of the Architectural Control Committee, unless there is a waiver of this requirement. Other types of outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. may be allowed, provided they are approved, as to design, location, and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed prior to the commencement of construction of the single family residence. Detached garages and storage sheds shall be prohibited.

## 7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Weston Meadows Subdivision shall have a minimum square footage of living space as follows:

- i. One story house shall have a minimum square footage of living space of not less than 1600 square feet, exclusive of open porches and garages.
- ii. One and one-half story shall have a minimum square footage of living space of not less than 1900 square feet with not less than 1000 square feet on the first floor.
- iii. Two Story house shall have a minimum square footage of living space of not less than 1900 square feet with not less than 1000 square feet on the first floor.
- iv. Bi-level house shall have a minimum of 1,500 square feet of living area on the upper level. Split-level houses (three or more levels) shall have a minimum square footage of living space of not less than 1,500 square feet on the upper two levels.

Living space is determined by outside dimensions (exclusive of garages, porches, patios, breezeways, sunrooms, and similar additions) of the exterior walls of above grade-finished living space. In no event shall floor space, which is partially, or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a bi-level) be counted for purposes of determined minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and unfinished areas or future additions shall not be considered or included in computing square footage.

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## 8. HEIGHT OF GRADE

All lot Owners shall comply with the approved grading plans and elevations for Weston Meadows Subdivision on file with the City of Oconomowoc unless prior written approval is obtained from the Architectural Control Committee and the City of Oconomowoc. No Lot Owner, nor any person or persons claiming under any Lot Owner, shall at any time alter the grade of any Lot or outlot from that which is naturally occurring on that Lot or outlot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the City Engineer, and on file in the office of the City Engineer, unless and until the Lot Owner shall first obtain the written approval of the Architectural Control Committee and/or the City of Oconomowoc for such grade alterations.

In order to obtain the approval it shall first be necessary for the property owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonable affect an adjacent Lot Owner in regard to drainage.

Each lot Owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the City Engineer on file in the office of the City Engineering Department. The Developer and/or the City and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for all cost of the same. No top soil shall be removed from the subdivision without first obtaining instruction as to removal and placement of said top soil and sub soil from the Architectural Control Committee, it being the intent of this restriction to provide that sub soil obtained by way of excavation may be used within said subdivision or the immediately surrounding areas for fill purposes.

## 9. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Any exterior construction commenced shall be completed within a one year period and shall be ready for occupancy within that period. In addition, within one year of occupancy or within two years of commencement of construction, whichever date shall be sooner, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the Lot Owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including, but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction.

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In the event that the owner or his contractor shall fail in this responsibility the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and obtain reimbursement for the expense incurred by the Developer, as set forth in Paragraph 10 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

#### **10. FAILURE TO COMPLY**

In the event the Lot Owner and/or his or her contractors fail to comply with the cleanup requirements and/or of any damaged drainage facilities and/or public right-of-way, and in the event the Developer, as a result of such noncompliance, undertakes any cleanup or repair and/or is charge or assessed by the City of Oconomowoc for same, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot jointly and severally, all costs and expenses incurred by Developer for such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable attorney's fees. In the event the Lot Owner and/or the Lot Owner's contractors fail to comply with the architectural or other requirements or provisions of the Declaration, and in the event Developer retains an attorney to pursue enforcement of said requirements and/or the Lot Owner's contractors fail to comply with the architectural or other requirements or provisions of the Declaration, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses, including but not limited to reasonable attorney's fees, incurred by Developer with respect to such enforcement.

#### **11. DRIVEWAYS**

All driveways within subdivision shall be paved within 12 months from the date of the commencement of construction with either concrete or asphalt. Said driveway shall extend from the vehicle entry of the garage to an intersection with the public street.

#### **12. BUILDING SETBACKS**

It is one of the intentions of the covenants and restrictions to create a community whose site plan is varied and well integrated to the overall site surroundings as well as the specific lot. All dwellings and buildings must be constructed pursuant to the minimum building setbacks of the City of Oconomowoc code.

Minimum setbacks are:

- 25 feet from all front and rear property lines
- 10 feet from all side property lines in a one story
- 25 feet total from all side property lines in a one story
- 12 feet from all side property lines in a two story
- 30 feet total from all side property lines in a two story.

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The site plan for each lot will be reviewed with respect to achieving the above goals. Architectural Control Committee must approve all setbacks taking into account the above minimum setbacks, avoiding monotony, or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the City of Oconomowoc if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require.

### 13. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

### 14. TEMPORARY STRUCTURES

No structure of a temporary character, 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.

### 15. SIGNS

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

### 16. ANIMALS, LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats or other household pets shall be permitted provided that they are not kept, bred or maintained for any commercial purposes.

### 17. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.

### 18. WATER SUPPLY & SEWAGE DISPOSAL

All water supply and sewage disposal shall be provided by the City of Oconomowoc. No individual water supply system or sewage disposal system shall be permitted on any lot.

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**19. STORAGE TO BE IN PERMANENT STRUCTURES**

No outside storage of boats, motorcycles, snowmobiles, all-terrain vehicles, trailers, tractors or other paraphernalia shall be permitted on any lot. No outside storage of any truck larger than a one ton pickup truck shall be permitted on any lot. No outside storage of any type of truck used as commercial vehicle containing any type of signage shall be permitted on any lot. Variances to the foregoing may be granted by the Architectural Control Committee in its sole discretion, and any such variance may contain such conditions as the Architectural Control Committee may deem appropriate. In the event a variance is granted, same may be rescinded by the Architectural Control Committee at any time, with or without cause, upon not less than 30 days prior written notice to the owner of the lot.

**20. FENCES**

No fencing, including but not limited to decorative or landscaping type fencing, shall be installed without the approval of the Architectural Control Committee. Fencing to meet governmental regulations with regard to swimming pools will be permitted. No fencing other than that of a purely decorative or landscaping nature will be allowed in the front yard of any lot. Other fencing may be permitted or denied at the sole discretion of the Architectural Control Committee.

**21. EASEMENTS**

The Developer at its sole discretion may grant easements to the City of Oconomowoc and/or to any public or private utilities, upon, over, through or across those portions of any lot or outlot in the subdivision for purposes of allowing the City of Oconomowoc or any utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the subdivision or for purposes of facilitating drainage of storm or surface water within or through the subdivision. Such easements may be granted by Developer in its own name and without the consent or approval of any Lot owner, until such time the Developer has conveyed legal title to all Lots platted or to be platted in the subdivision, and as described in Exhibits B, C, and D to persons other than a successor developer. Easements for public or private utilities shall only impact five feet on either side of lot lines as depicted in final approved subdivision plats. Easements for drainage of storm or surface water shall only impact 10 feet on either side of any lot line depicted in final approved subdivision plats.

**22. MAILBOX**

Each lot shall have a uniform mailbox on a uniform post, which shall be installed by the lot owner at the lot owner's expense no later than the date of issuance of the occupancy permit. The design and specifications of the mailbox and post, including size, style, color, and materials, shall be such as is determined by the Architectural Control Committee. Placement shall be as directed by the U.S. Postal Service, which may require grouping.

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**23. ANTENNAE**

No exterior antennae, other than one dish type antenna not exceeding twenty-four (24) inches in diameter shall be allowed on any Lot. The dish type antennae shall not be attached to the front of any house, nor shall it be located in the front yard of the residence.

**24. PLANTING AND PRESERVATION OF TREES**

The Developer requires the planting of two hardwood trees in the front yard of the residence, each tree having a minimum trunk diameter of not less than 2 1/2 inches, measured 5 feet above the ground surface at the time of planting. The two trees shall be planted a minimum of 15 feet from the public sidewalk. The planting of trees shall be the responsibility of the lot owner, and said trees shall be planted by the lot owner within one year after completion of construction of the residence. No existing live tree with a diameter of three inches or more at a height four feet above ground shall, without approval of the Architectural Control Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the Architectural Control Committee. Existing live trees with a diameter of eight inches or more at a height of four feet above the ground shall be considered by the Architectural Control Committee in granting approval for the location of the house, driveway and any and all other structures on any lot.

**25. SWIMMING POOLS**

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee. No above ground swimming pools may be permitted. Hot tubs and spas are permitted subject to the discretion of the Architectural Control Committee. If the hot tub/spa is covered with any type of structure, the structure requires approval, whether or not the structure is permanently affixed to the ground. All swimming pools shall comply with all applicable governmental laws, ordinances, and regulations.

**26. MAINTENANCE OF STORMWATER FACILITIES AND DRAINAGE EASEMENT AREAS**

The day to day maintenance of drainage easement area located on an individual lot shall be the responsibility of the owners of such lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other obstructions. Owners of lots with drainage easements shall not alter grade, or place buildings in easement area.

In the event the property owners do not properly maintain any storm water retention basins, drainage easements, etc., the City may send written notice to the owners' association indicating that the City has determined that the same are not being properly maintained and further indicating that the City will perform such maintenance if not properly done by the property owners or the owners' association. The above notice shall give the owners and/or the owners' association a minimum of seven days to correct the problem, unless an

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emergency exists, in which case less than seven days may be allowed for correction of the problem. If maintenance is not properly performed within the time granted by the above-referenced notice, the City shall then have the authority to perform the maintenance referred to in said notice and shall have the right to charge the property owners or the owners' association on a pro rata basis for any costs incurred by the City as a result of such maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wisconsin Stats. If such charges shall become a lien upon the lots within the subdivision as provided in Section 66.0627, Wisconsin Stats., and shall be extended upon the tax rolls as a delinquent tax against the lots within the subdivision as provided in Section 66.0627, Wisconsin Stats.

## 27. OWNERS ASSOCIATION

An unincorporated association, the Weston Meadows Homeowners Association (herein referred to as the "Association" or WMHA), of the owners of lands in Weston Meadows (attached as Exhibit A, B, C, and D), is hereby created for purposes of managing and controlling subdivision common areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. Owners are defined as reflected by the deed conveying ownership; those individuals collectively are deemed to be a single Owner for the purposes of participating in the Association.

The term common area shall include the following:

- a. All out lots shown on the plat or certified survey maps of the lands subject to this Declaration.
- b. The area of drainage easements granted to the Association by the Developer over portions of the land owned by the Developer. Developer reserves the right to increase additional flow of water into drainage easement area in the future if additional development occurs on the west side of Reddelien Road.

The Association shall be governed by a three-member committee, hereinafter referred to as the "Committee" which shall be solely responsible for the activities of the Association.

To qualify as a member of the Committee, a person must be either an Owner or a duly designated officer or representatives of the Owner. Weston Meadows Homeowners Association shall be created at a time designated by the Developer. All three (3) members of the Committee shall be appointed by the Developer at that time.

So long as any of the lots in Weston Meadows or lots on land described in Exhibits B, C, and D are owned by the Developer, all three members of the committee shall be appointed by the Developer. Upon the sale of the final lot, the members of the committee shall be voted to the committee by the lot owners. After the sale of the final lot by the Developer, each owner shall be entitled to vote in person or by proxy in elections for selection members of the committee. Owners of the lots shall have one vote for each lot owned. All meeting of the committee shall be open to owners and held upon not less than three days prior written notice to all of the owners. All meetings of the Committee shall be open to Owners and held upon not less than three (3) days prior written notice to all of the Owners.

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Two (2) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

In the event any further division of any Lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential Lots within the subdivision, each Lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other Lots in the Subdivision.

The Committee shall have the following duties:

- a. Provide for control and maintenance of the lands and improvements in the Common Areas.
- b. Establish dates and procedures for the election of members of the Committee.
- c. Promulgate operating procedures for the conduct of the Association and Committees affairs.
- d. Enforcement of the provisions herein.

The Committee shall have the following powers:

- a. Cause the Common area to be maintained, repaired, landscaped, and kept in good clean and attractive condition.
- b. Enter into contracts and employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder.
- c. Levy and collect assessments in accordance with the provisions as set forth herein.

The Committee shall levy and collect assessments in accordance with the following:

- a. The owner of each lot shall be subject to a general annual charge or assessment for the purpose of defraying the costs of maintaining and administering the common area, drainage easement and other WMHA activities. Such annual assessment shall be based on one share per lot.
- b. Assessments must be approved at a duly convened meeting of the Committee.
- c. Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner.
- d. Assessments shall become due and payable thirty (30) days after mailing or personal delivery of the notice, as the case may be.
- e. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid, and such unpaid assessment and the interest hereon shall constitute a continuing lien against the real estate which it was assessed until they have been paid in full. The assessment and interest thereon shall also be the personal obligation of the Owner of the real estate against which the assessment was made.

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- f. The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.
- g. Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee provide to such owner a statement in recordable form certifying that the signer is a duly elected member of the Committee and as to the existence of any unpaid assessments or other amounts due the association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due the Association.
- h. Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as to the foreclosure of a mortgage on real property.

Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Committee. The association shall indemnify and hold the members of the Committee harmless from and against any and all costs and expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

Failure of the association or the Committee to enforce any provisions contained herein upon violation thereof shall not be deemed to be a waiver of the rights to do so, or acquiescence in any subsequent violation.

## 27. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement has been entered into by and between the Developer and the City of Oconomowoc, a copy of which is on file in the office of the City Clerk of the City of Oconomowoc.

## 28. AMENDED PROVISIONS

As long as the developer is the owner of any lot in the initial subdivision or any additional subdivision as depicted on exhibits B, C, and D, only the developer may be allowed to amend the provisions of these restrictions. Thereafter any of the provisions of this Declaration may be annulled, waived, changed, modified, or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the City; and (ii) the Developer so long as it shall be an Owner.

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369 Sep 26, 05

This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

#### 29. OUTLOTS

The Weston Meadows Subdivision contains areas designated as Outlots. Outlots 1 and 2 are common areas for the Lots in Weston Meadows. Each Lot in Weston Meadows shall be deemed to include an equal undivided ownership interest in Outlots 1 and 2, and each conveyance of a Lot in Weston Meadows shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. Outlots 3, 4, 5, 6, and 7 in Weston Meadows (Phase 1, Exhibit A) shall be retained by the Developer for future development which may occur in Exhibits B, C, and D.

As additional development takes place and additional land is made subject to these Declarations of Restrictions, the single family lots in those additions shall be deemed to be included in the equal undivided ownership interest in Outlots 1 and 2 of Weston Meadows Phase 1, Exhibit A. And the owners of any lot in Weston Meadows, Phase 1 and additional phases thereto shall be deemed to have an equal undivided ownership in the initial outlots and any additional outlots designated as common areas of the development.

#### 30. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created by the provisions of this Declaration of Restrictions, and/or any Lot owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate the same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, Owner's Association, and/or by any Lot Owner in the subdivisions with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require the Developer or the Architectural Control Committee to undertake any enforcement action.

#### 31. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

#### 32. SERVERABILITY

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

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**33. TERMS**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Signed and sealed this 26<sup>th</sup> day of September 2005.

Weston Meadows Corporation,

By: 

Michael L. Herro, President

STATE OF WISCONSIN)

ss

COUNTY OF WAUKESHA)

Personally came before me this 26 day of September 2005 the above named Michael L. Herro, to me known to be the person who executed the foregoing instrument and acknowledge the same.



MAX HERRO  
Notary Public

Waukesha County, Wisconsin

My Commission expires: as per instrument

This instrument was drafted by:  
Kenneth C. Herro  
Oconomowoc Realty  
156 East Wisconsin Avenue  
Oconomowoc, WI 53066

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## EXHIBIT A

13727  
July 6, 2005

## WESTON MEADOWS - PHASE I

Being a part of the NW 1/4 and SW 1/4 of the NE 1/4 of Section 31, Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin

Commencing at the North 1/4 corner of said Section 31, thence N.89°54'37"E., along the north line of the NE 1/4 of said Section 31, a distance of 33.00 feet to the point of beginning of the hereinafter described lands; thence N.89°54'37"E., continuing along the north line of the NE 1/4 of said Section 31, a distance of 1,162.97 feet; thence S.00°03'37"W., a distance of 245.00 feet; thence S.89°56'23"E., a distance of 98.00 feet; thence N.00°03'37"E., a distance of 4.43 feet; thence S.88°17'50"E., a distance of 16.48 feet; thence S.00°04'17"W., a distance of 387.40 feet; thence N.89°55'43"W., a distance of 263.71 feet; thence S.00°04'17"W., a distance of 323.30 feet; thence N.89°55'43"W., a distance of 367.70 feet; thence 138.08 feet along the arc of a curve to the left, whose radius is 450.00 feet and whose chord bears S.81°16'52"W., a distance of 137.54 feet; thence S.72°28'26"W., a distance of 290.16 feet; thence 291.83 feet along the arc of a curve to the left, whose radius is 450.00 feet and whose chord bears S.53°54'44"W., a distance of 286.74 feet; thence N.00°01'25"W., a distance of 499.61 feet; thence N.89°58'35"E., a distance of 239.25 feet; thence N.00°01'25"W., a distance of 160.00 feet; thence S.89°58'35"W., a distance of 239.25 feet; thence N.00°01'25"W., a distance of 566.69 feet to the point of beginning. Said lands contain 1,120,815 square feet (25.73 acres).

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## EXHIBIT B

13727  
July 5, 2005

## WESTON MEADOWS - PHASE II

Being a part of the NW 1/4 and SW 1/4 of the NE 1/4 of Section 31, Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

Commencing at the North 1/4 corner of said Section 31; thence S.00°01'25"E., along the west line of the Northeast 1/4, a distance of 1,226.26 feet; thence N.89°58'35"E., a distance of 33.00 feet to the point of beginning of the hereinafter described lands; thence 291.83 feet along the arc of a curve to the right, whose radius is 450.00 feet and whose chord bears N.53°54'44"E., a distance of 286.74 feet; thence N.72°29'20"E., a distance of 290.16 feet; thence 138.08 feet along the arc of a curve to the right, whose radius is 450.00 feet and whose chord bears N.81°16'51"E., a distance of 137.54 feet; thence S.89°55'43"E., a distance of 367.70 feet; thence S.00°04'17"W., a distance of 172.18 feet; thence S.89°55'43"E., a distance of 263.66 feet; thence S.00°04'39"W., a distance of 1,175.45 feet; thence N.68°02'42"W., along the north right-of-way of the C.M. ST. P.&P. RAILROAD, a distance of 1,462.81 feet; thence N.00°01'25"W., a distance of 264.02 feet; thence 277.70 feet along the arc of a curve to the right, whose radius is 450.00 feet and whose chord bears N 17°39'19"E., a distance of 273.31 feet to the point of beginning. Said lands contain 1,325,308 square feet (30.42 acres).

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## EXHIBIT C

13727  
July 5, 2005

## WESTON MEADOWS - PHASE III

Being a part of the NW 1/4 of the NE 1/4 and the NE 1/4, SW 1/4 and NW 1/4 of the NW 1/4 all of Section 31, Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

Beginning at the North 1/4 corner of said Section 31; thence N.89°54'37"E., along the north line of the said Northeast 1/4, a distance of 33.00 feet; thence S.00°01'25"E., a distance of 566.69 feet; thence S.89°59'48"E., a distance of 239.25 feet; thence S.00°01'25"E., a distance of 159.89 feet; thence S.89°58'35"W., a distance of 239.25 feet; thence S.00°01'25"E., a distance of 499.61 feet; thence 277.70 feet along the arc of a curve to the left, whose radius is 450.00 feet and whose chord bears S.17°39'19"W., a distance of 273.31 feet; thence S.00°01'25"E., a distance of 264.02 feet; thence N.67°14'12"W., along the north right-of-way of the C.M. ST. P.&P. RAILROAD, a distance of 1,072.21 feet; thence N.62°14'12"E., a distance of 129.91 feet; thence N.46°11'11"E., a distance of 113.06 feet; thence N.01°17'07"E., a distance of 82.34 feet; thence N.09°31'23"W., a distance of 215.21 feet; thence 126.35 feet along the arc of a curve to the left, whose radius is 830.00 feet and whose chord bears N.78°52'02"E., a distance of 126.23 feet; thence N.08°30'00"W., a distance of 58.87 feet; thence N.16°59'02"W., a distance of 146.78 feet; thence N.65°07'11"E., a distance of 73.52 feet; thence N.58°40'17"E., a distance of 178.46 feet; thence N.26°35'26"W., a distance of 138.35 feet; thence N.49°53'49"W., a distance of 60.31 feet; thence 45.16 feet along the arc of a curve to the left, whose radius is 830.00 feet and whose chord bears S.47°54'22"W., a distance of 45.16 feet; thence S.46°20'50"W., a distance of 22.76 feet; thence 98.42 feet along the arc of a curve to the right, whose radius is 370.00 feet and whose chord bears S.53°58'03"W., a distance of 98.13 feet; thence N.38°57'17"W., a distance of 91.32 feet; thence N.72°39'51"W., a distance of 86.83 feet; thence S.89°15'07"W., a distance of 113.23 feet; thence N.20°54'01"E., a distance of 153.50 feet; thence N.72°22'44"W., a distance of 49.96 feet; thence 295.07 feet along the arc of a curve to the right, whose radius is 230.00 feet and whose chord bears N.36°22'17"W., a distance of 275.25 feet; thence N.00°22'55"E., a distance of 29.57 feet; thence S.89°37'05"E., along the north line of the said Northwest 1/4, a distance of 1,230.60 feet to the point of beginning. Said lands contain 1,490,893 square feet (34.23 acres).

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## EXHIBIT D

13727  
July 5, 2005

## WESTON MEADOWS – PHASE IV

Being a part of the NE 1/4, SE 1/4 and NW 1/4 of the NW 1/4 of Section 31, Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

Commencing at the North 1/4 corner of said Section 31; thence N 89°37'05"W., along the north line of the said Northwest 1/4, a distance of 1,230.60 feet to the point of beginning of the hereinafter described lands; thence S.00°22'55"W., a distance of 29.57 feet; thence 295.07 feet along the arc of a curve to the left, whose radius is 230.00 feet and whose chord bears S.36°22'17"E., a distance of 275.25 feet; thence S.72°22'44"E., a distance of 49.96 feet; thence S.20°54'01"W., a distance of 153.50 feet; thence N.89°15'07"E., a distance of 113.23 feet; thence S.72°39'51"E., a distance of 86.83 feet; thence S.38°57'17"E., a distance of 91.32 feet; thence 98.42 feet along the arc of a curve to the left, whose radius is 370.00 feet and whose chord bears N.53°58'04"E., a distance of 98.13 feet; thence N 46°20'50"E., a distance of 22.76 feet; thence 45.16 feet along the arc of a curve to the right, whose radius is 830.00 feet and whose chord bears N.47°54'22"E., a distance of 45.16 feet; thence S.49°53'49"E., a distance of 60.31 feet; thence S.26°35'26"E., a distance of 138.35 feet; thence S 58°40'17"W., a distance of 178.46 feet; thence S.65°07'11"W., a distance of 73.52 feet; thence S.16°59'02"E., a distance of 146.78 feet; thence S.08°30'00"E., a distance of 58.87 feet; thence 126.35 feet along the arc of a curve to the right, whose radius is 830.00 feet and whose chord bears S.78°52'02"W., a distance of 126.23 feet; thence S.09°31'23"E., a distance of 215.21 feet; thence S.01°17'07"W., a distance of 82.34 feet; thence S.46°11'11"W., a distance of 113.06 feet; thence S.62°14'12"W., a distance of 129.91 feet; thence N 67°14'12"W., along the north right-of-way of the C.M. ST. P.&P. RAILROAD, a distance of 184.34 feet; thence S.00°02'52"E., a distance of 18.88 feet; thence N.68°00'25"W., along said right-of-way, a distance of 1,303.72 feet; thence N.00°05'16"W., along the west line of the said Northwest 1/4, a distance of 811.28 feet to the Northwest corner of said Section 31; thence S.89°37'05"E., a distance of 1,187.48 feet to the point of beginning. Said lands contain 1,678,549 square feet (38.53 acres)