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Document Number

DECLARATION OF
RESTRICTIONS FOR CONCORD
HEIGHTS SUBDIVISION

Title of Document

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Name and Return Address:
Langer & Petersen, LLC
155 E. Capitol Dr., Ste. 3
Hartland, WI 53029

28-291-5501-0041

(Parcel Identification Number)

This document drafted by:
Edith M. Petersen
Langer & Petersen, LLC
155 E. Capitol Dr., Ste. 3
Hartland, WI 53029

Declaration of Restrictions for Concord Heights Subdivision; more particularly described as:

All of Parcel 4 of Certified Survey Map No. 3982 and lands, being a part of Outlot 28 in the Eight ward in the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 10, T8N, R15E, in the City of Watertown, Jefferson County, Wisconsin being more completely described as follows:

Commencing at the NE Corner of said Section 10 thence S 00°00' 00" E 1246.48 feet along the East Line of said Section 10 to a point on the North Line of Canadian Pacific Railroad, thence N 73° 48' 36" W 678.51 feet to the place of beginning; thence S 00° 19' 58" E 531.26 feet, thence N 82° 21' 30" W 134.03 feet to a point on the East Line of Concord Place, thence Northwesterly along the East Line of Concord Place 108.69 feet along an arc of a circle whose radius is to the west whose chord bears N 05° 26' 45" W 107.53 feet, thence N 19° 57' 51" W along the East Line of Concord Place 35.07 feet, thence S 79° 59' 58" W 261.61 feet, thence N 00° 37' 52" E 536.08 feet to a point on the South Line of Canadian Pacific Railroad, thence S 73° 48' 36" E along the South Line of Canadian Pacific Railroad 420.33 feet to the place of beginning. Said parcel contains 199,588 square feet (4.58 acres).

DECLARATION OF RESTRICTIONS FOR CONCORD HEIGHTS SUBDIVISION

A. General Purposes: The Purpose of this declaration is to ensure the best use and most appropriate development and improvement of each building site thereof, to protect owners of building sites against such surrounding building sites as will detract from the residential value of their property; to preserve, as far as is practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or poorly proportioned structures; to obtain harmonious use of material and color scheme; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to preserve and enhance the values of investments made be purchasers of building sites therein.

B. Owners Association and Architectural Committee.

1. An unincorporated association (herein referred to as the "Association") of the Owners of land in Concord Heights Subdivision and all future stages of development as provided in Section C, below (herein referred to individually as "Owner" and collectively as "Owners"), is hereby created for purpose of performing duties as set forth herein for the common benefit of the Owners. The Association shall be known as "Concord Heights Subdivision Homeowners Association".
2. The Association shall be governed by a three member Architectural Committee, hereinafter referred to as the "Committee" which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Patrick Flannick, Judith Flannick, and Todd Geisert.
3. To qualify as a member of the Committee, a person must be either an Owner or a duly designated officer or representative of an Owner.
4. So long as any of the lots in Concord Heights Subdivision are owned by Developer, all three members of the committee shall be appointed by Developer.
5. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners shall have one vote for each lot owned.
6. The term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until all lots contained within the subdivision have been sold by Developer. Thereafter, the term of office of the members of the Committee shall be for two calendar years. If any member of the

Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election, (or appointment by Developer, if applicable, pursuant to the terms of Paragraph B. 4, above).

7. All meetings of the Committee shall be open to Owners. The annual meeting shall be held upon not less than three days prior written notice to all of the Owners. Meetings of the Committee for the purpose of carrying out its duties and powers as set forth herein may be held from time to time without notice. Two members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.
8. The Committee shall have the following powers:
 - a. To uphold any and all building and subdivision rules and regulations and bylaws as may be enacted from time to time by the Committee or the Association;
 - b. To enter into contracts and to employ agents, attorneys or others for purposes of discharging its responsibilities hereunder; and
9. The "Committee" shall have the following duties:
 - a. To establish dates and procedures for the election of members of the "Committee".
 - b. To carry out duties and responsibilities as further defined within this Declaration of Restrictions.

C. Building Restrictions:

1. All lots in CONCORD HEIGHTS SUBDIVISION are restricted to the erection of one-story ranches, story and a half, tri-level and two story one family residence and duplex or twin home buildings with attached two car garage.
2. All houses shall be designed by a registered architect or a professional engineer or designer experienced in residential design.
3. Before outbuildings are erected, the plans, location and type of material used in construction must be approved by the "Committee".

4. No dwelling shall exceed two and one-half (2 ½) stories in height, the living area of dwellings constructed on lots in CONCORD HEIGHTS SUBDIVISION, exclusive of porches, garages, bays, patios, breezeways and similar additions, shall not be less than the following schedule:

One story homes	1600 sq. ft.
Two story homes total	2000 sq. ft.
1 st floor	1000 sq. ft.
1 ½ story homes total	1800 sq. ft.
1 st floor	1000 sq. ft.
Tri level total	1800 sq. ft.
Main level	1200 sq. ft.
Duplex/Twin home	1200 sq. ft per side/main floor

Living area is defined as that portion of a home that is completely enclosed and heated and normally accepted as living area measured from outside of wall to outside of wall. For two story and 1 ½ story homes that have cathedral ceilings, the area that is open from the floor of the main level to the ceiling of the upper level (where the height permits two levels) can be counted as living area for the purpose of determining total square footage of living area. If the owner needs the said cathedral open space to meet the square footage requirements, the Owner shall furnish the Committee with a letter from the Owner's builder, stating the square footage size of the area that could be finished off for living area, of a floor was constructed on the second floor within said open area.

5. The garage must be attached directly to the home or by a breezeway, unless otherwise approved by the "Committee" and the City of Watertown and must be minimum of 440 sq. ft. so that houses and their attached garages stay in proper, appealing proportion, the "Committee" reserves the right to have Owners modify house plans, with an attached garage larger than what is considered a 3 ½ car garage, if the garage area, when viewing it from the outside appears out of proportion with the house and detracts from the overall symmetry of the house.
6. The house and attached garage must be completed within one year from the start of construction.
7. Any areas of any building foundations that are exposed for more than ten (10) inches must be covered with siding.
8. The exterior of all buildings constructed in the Concord Heights Subdivision shall be composed of a minimum of 20% masonry product.

9. Roofs must be shingled with a minimum 30-year dimensional shingle.
10. No dwelling house, garage or out building shall be erected until the plans and specifications with a plat plan showing the location of the proposed residence and finished grades has been submitted to and approved by the "Committee" and a written permit issued therefore.
11. Two sets of blueprints for the house, garage or out building is to be submitted to the "Committee" before start of construction in order to ensure the beauty and compatibility of the subdivision, the type of siding, the color scheme of the house and the color of the roof are also to be submitted to the "Committee" for approval. It is the purpose of the "Committee" to not only enforce the employment of quality, materials, harmony of exterior design, preservation of natural topography and in general good design of land use; but also to assist and advise all parties concerned in attaining these objectives. (Masonite or pressed wood chip siding will not be allowed).
12. During the time of the construction, the lot owner shall be responsible to see that his contractor maintains a constant clean-up of all scraps, paper or other waste materials and keep road clean of any dirt, stone and must at all times or the "Committee" has the right to clean road and charge Owner.
13. Driveways: Within one (1) year of the issuance of the building permit for the construction of a residence on a Lot, the lot owner shall install an asphalt, concrete or brick driveway. Said driveway shall extend from the vehicle entry to the garage to the edge of the pavement of the street and shall include all areas to be normally traveled by vehicles.
14. Out Buildings: Out buildings shall be permitted on any Lot subject to the City of Watertown Zoning Ordinance and the approval of the "Committee" as set forth hereinafter. The plans for any proposed out building shall be approved by the type of construction, shall be submitted to the "Committee". Upon approval, one (1) set of plans shall be signed, dated and returned to the lot owner as evidence of such approval. All construction materials to be used in constructing out buildings shall be compatible with the materials used in constructing the principal residence on said Lot. The "Committee" shall have final approval of all materials to be used in granting approval for said out buildings. Once "Committee" approval has been given, the plans for construction of any out building will be strictly adhered to.
15. It will be within the discretion of the "Committee" to not allow factory built, off-site modular or unitized constructed residences to be constructed on the lots in CONCORD HEIGHTS SUBDIVISION. Panelized Rough Carpentry is generally acceptable, although subject to Committee review. It shall be the right of the "Committee", exclusively, to determine and/or define the type of construction

method proposed to be used and to approve and/or disapprove of the same when plans are submitted for a proposed residence as provided herein.

16. All building plans and the exterior design of each building to be constructed, and all yard grades and stakeout surveys must be approved by Developer in writing to obtain application for a building permit. In addition, basic site features such as fences, decks, in-ground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect of CONCORD HEIGHTS SUBDIVISION are subject to the prior written approval of Developer or Committee. Developer/Committee's approval shall be based upon the building and use restrictions contained in this Section. Developer/Committee may withhold exterior design approval if the design is too similar or dissimilar in appearance to others in close proximity. Following such time that a principal residence has been constructed upon each lot in CONCORD HEIGHTS SUBDIVISION, Developer/Committee may but shall not be obligated to, delegate to the CONCORD HEIGHTS SUBDIVISION Homeowners Association Committee the approval authority contained in this Paragraph 9. To be effective, notice of such delegation shall be recorded in the office of the register of deeds for Jefferson County, Wisconsin.
17. The Developer, and no other, shall have the right and authority to modify the Building and Use Restrictions or to permit variances from application thereof, if in its opinion, the modification or variance is consistent and compatible with the overall scheme of development of CONCORD HEIGHTS SUBDIVISION, provided that no such modification shall be in violation of local ordinances, or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of the Developer, and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as preventing the Developer from requiring at any time, and from time to time, strict compliance with the Building and Use Restrictions, or (ii) as entitling any person to a modification or variance not approved and granted in writing by the developer.
18. Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorney's fees, incurred by Developer or the association in enforcing the restrictions contained in this Section C. The foregoing shall be in addition to any other rights or remedies, which may be available to Developer and the Association.
19. Committee approved mailboxes and light posts must be placed on properties contained within the CONCORD HEIGHTS SUBDIVISION. A deposit to the Association for the total amount of the mailbox and light post is required upon issuance of building permits for each lot. The deposit amount shall be determined by the Committee.

D. Landscaping Restrictions:

1. It is the intention of the original subdivider that the beauty of the topography, orientation, shape of lot, relationship to adjoining lots and buildings thereon and shape and design of the building anticipated shall be the determining factors in arriving at set-back and side yard distance. At no time shall these distances be less than this required in the local zoning ordinances, but in some instances, the "Committee" may insist on setbacks greater than same. No fence or wall shall be erected, placed or altered on a lot unless similarly approved. The "Committee" shall be available for preliminary discussions before extensive plans, etc., are completed.
2. No buildings can be placed within the wooded area on lots in CONCORD HEIGHTS SUBDIVISION.
3. All buildings will be required to be built within the building envelopes as shown on the final plat for CONCORD HEIGHTS SUBDIVISION.
4. Whenever the natural or established grades will be altered in any way, the grading plans should be approved by the developer. At the option of the "Committee", dirt from excavations which is not used at the building site shall be deposited free of charge in such places in the subdivision as shall be determined by the "Committee" or the "Committee's" agent.
5. Vegetable gardens will be restricted to backyards.
6. Basic landscaping, grading, lawns and minimum shrubbery around house, must be completed within one year (12) months after receipt of building permit.
7. Each owner shall be required to plant a minimum of six shrubs and two trees approved by the Committee. Trees are to be of a minimum of three inches in diameter. The trees and shrubs shall be planted in the in the front yard of each site within one year of obtaining a building permit.
8. All fence installation must be approved by the Committee.
9. All improvements or alterations made to any house, garage, out building or fence, landscape plan shall be approved by the Committee.
10. Swimming pools must be properly fenced to meet State of Wisconsin safety regulations, Jefferson County Zoning Code and City of Watertown zoning and said fencing to also be approved by the "Committee". Above ground pools will generally not be permitted. However, the committee reserves right to permit specific pools if they are constructed with decking, building in to the side of a hill and/or grading of the land, so they will appear more similar to an in-ground pool,

rather than an above ground pool. A detailed drawing of how the above ground pool will look and how it will blend in with the house and landscaping is to be approved by the "Committee" before the start of construction. Determination of whether or not an above ground pool will be allowed is solely in the discretion of the committee.

11. The Owners of Lots who choose to plant part or most of their open space in prairie-type grasses, that do not require constant mowing, will be required to keep mowed to not over six inches (6") in height, a strip of grass a minimum of thirty feet (30) wide next to wooded areas or wooded tree lines for fire protection for said wooded areas and tree lines.

E. Other Subdivision Restrictions:

1. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently nor shall any building be occupied until it has been substantially completed in accordance with the plans and specifications submitted to an approved by the "Committee". Outside storage of trucks, construction equipment and unsightly vehicles shall be prohibited except during periods of construction for equipment used in construction.
2. In order to prevent the installation of objectionable outside lighting, any outside lights other than conventional, decorative type outside house and post lights must be approved by the "Committee".
3. The hanging of clothes will be restricted to side back yards.
4. No sign or billboard shall be permitted anywhere within the Subdivision except as follows:

Signs erected by the developer or his sales agent, for the purpose of selling lots in the Subdivision, signs advertising a property for sale and Subdivision signs.
5. No livestock or poultry are allowed to be kept on any of the lots in this subdivision.
6. The outside storage of camper units and boats is prohibited unless screened from view with said screening to be approved by the "Committee". (The term camper unit in these restrictions includes camper trailers, camper coaches, recreational vehicles and truck campers.)
7. No shooting or hunting shall be allowed.
8. Residential Use: All Lots are designated for residential use and shall be used, improved and devoted exclusively to residential use. Nothing herein shall be

deemed to prevent any Owner from leasing a residence on a Residential Lot to a single family subject to all of the provisions hereof and any applicable governmental regulations.

9. Nuisance: No nuisance shall be permitted to exist or operate upon any Lot so as to be detrimental to any other Lot in the vicinity thereof or to its occupants. No noxious or offensive activities 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.

10. Maintenance of Property: The Owner of each Residential Lot shall keep the 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, and 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 (front lot line) to the shoulder of the road. In addition, the lot owner of each Lot shall keep this area free of debris.

11. Refuse Disposal: No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. All incinerators other equipment for the storage or disposal of trash, garbage or other waste shall be kept in a sanitary condition and suitable 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 a 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. There shall be no burning of trash, brush, or other materials in wooded areas.

12. Drainage Facilities: No construction or re-grading shall be allowed in any area designated as a drainage facility or easement area on the recorded plat of CONCORD HEIGHTS SUBDIVISION. The Owner of any Lot having a drainage facility shall be responsible for maintenance an removal of debris from the drainage facility and keeping all vegetative cover trimmed so as not to obstruct the flow of water. The CITY and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

F. General Provisions:

1. The covenants, conditions and restrictions of this Declaration shall be run with and bind the land for a period of forty (40) years from the date of this Declaration is recorded, and the timely recording of an instrument expressly referring to this

Declaration shall extend such time for forty (40) year periods from the recording period.

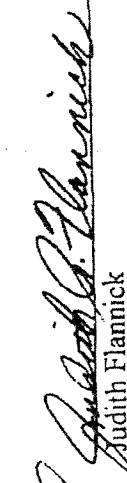
2. Amendment: This Declaration may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Owners plus the developer, if the developer still owns any lots in CONCORD HEIGHTS SUBDIVISION, and also signed by the Town Chair of the City of Watertown, upon authorization from the Town Board. All Amendments shall be recorded in the Register of Deeds Office for Waukesha County.
3. Enforcements: Any lot owner of the Developer or the City of Watertown shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions imposed by the provision of this Declaration. Failure to enforce any covenant, condition or restrictions 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 said action, recover all reasonable costs, expenses and reasonable Attorney fees, as determined by the Court.
4. Rights of the Developer: For such time as the Developer shall own any Lot, his rights and interest shall not be prejudiced unless he shall, in writing, join in such actions. There will be no amendments to the Declaration which:
 - a. Discriminate or tend to discriminate against his rights or alters his rights or status as a lot owner.
 - b. Alter previously recorded written agreements with public or quasi-public agencies as regards to easements and rights-of-way.
5. 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.
6. Captions: The caption 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.
7. 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 or said provision or of any other provision hereof.
8. Governing Law: This Declaration shall be governed by and construed under the laws of the State of Wisconsin.

9. Redivision: There shall be no future division or subdivision of lots of this subdivision.
10. Notice of Restrictions on Final Plat: The CONCORD HEIGHTS SUBDIVISION is subject to additional restrictions that are noted on the final plat of the subdivision. The restrictions noted on the final plat of the subdivision, including, but not limited to, the isolated Natural Area Preservation Restrictions, are incorporated as though fully set forth herein. And form a part of this Declaration of Restrictions.
11. Government Restrictions: The developer and all property owners are subject to all rules, codes, regulations and ordinances of the City of Watertown, Jefferson County, State of Wisconsin and the Federal Government and the same may be more restrictive than these covenants. In the event there is a conflict between the requirements of these covenants and any provision of Town, County, State or Federal Law, the more restrictive provisions shall apply.

IN WITNESS WHEREOF, Patrick Flannick, Judith Flannick and Peter Geisert, Developers, have executed this Declaration at Watertown, Wisconsin, this

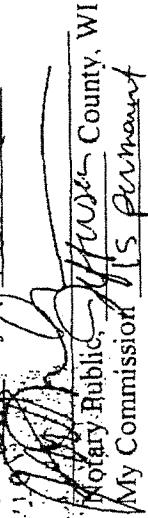
28th day of March, 2003.

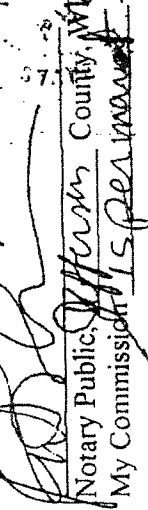

Patrick Flannick


Judith Flannick

Subscribed and sworn to before me
this 28th day of March, 2003.

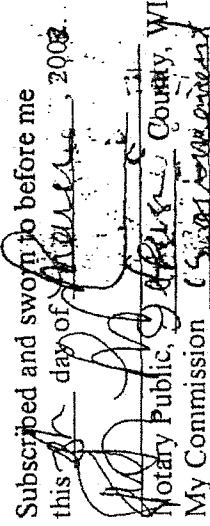
Subscribed and sworn to before me
this 28th day of March, 2003.


Notary Public, Jefferson County, WI
My Commission is permanent


Notary Public, Jefferson County, WI
My Commission is permanent


Todd Geisert

Subscribed and sworn to before me
this 28th day of March, 2003.


Notary Public, Jefferson County, WI
My Commission is permanent