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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

HILLVIEW ESTATES SUBDIVISION

Security Homes II, Inc., a Wisconsin corporation, hereinafter referred to as the "Subdivider," owner of the following described real property:

HILLVIEW ESTATES, all of Certified Survey Map No. 6648 (Doc. No. 7728372, Reel 4542, Image 1750) and lands in the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 and the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 2, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northeast corner of said Southeast 1/4, said corner also being the place of beginning of the lands to be described;
Thence South 00° 41'47" West along the East line of said Southeast 1/4, 330.19 feet;
Thence South 87° 47'26" West, 2138.29 feet;
Thence North 00° 03'58" West, 305.00 feet;
Thence South 87° 47'26" West, 500.00 feet to the West line of said Southeast 1/4;
Thence North 00° 03'58" West along said West line, 25.00 feet to the Northwest corner of said Southeast 1/4;
Thence North 00° 01'08" West along the West line of said Northeast 1/4, 493.79 feet;
Thence North 87° 47'54", East, 1328.00 feet;
Thence South 00° 01'08" East, 164.00 feet;
Thence North 87° 47'54" East, 318.29 feet;
Thence South 00° 34'10" West, 329.71 feet to the North line of said Southeast 1/4;
Thence North 87° 47'26" East along said North line, 999.78 feet to the place of beginning.
Said lands contain 33.94 acres.

Hereby makes the following declarations as to limitations, restrictions and uses to which the lots constituting said Subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said Subdivision, this declaration of restrictions being designed for the purpose of keeping said Subdivision desirable, uniform and suitable in architectural design and use as herein specified:

A. Subdivider, as used in the context of these deed restrictions shall mean the Subdivider, his heirs, personal representatives, successors and assigns.

B. Electric, telephone and cable television services shall be provided by the installation of underground service lines.

C. The City has on file the Master Grading Plan for the Hillview Estates Subdivision that has been certified to be within 0.40 feet of required grades. The property owner is responsible to final grade his lot to conform to the Master Grading Plan.

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D. Property owner is responsible to maintain all drainage swales and drainage easements to the correct grades called for on the Master Grading Plan. No trees, shrubs, bushes, landscape plantings, retaining walls or structures may be constructed which will impede or block planned drainage ways without prior written approval of the City Engineer. Swale sections for conveyance of storm water must be kept free of obstructions, weeds, and flat spots, and no alterations in grade and/or alignment is allowed.

E. Landscape plantings, drives, sprinklers, pipes or any improvements, other than a lawn, in City right-of-way requires a permit from the City and must conform to applicable City codes and ordinances.

F. Improvements to private property environs and structures (inside and outside) must conform to applicable City codes, ordinances, and permits.

G. All storm water and ground water facilities, including sump pumps, down spouts, and rain leaders must comply with applicable City codes and ordinances.

H. Erosion control is the property owner's responsibility until proper vegetative cover is established, and must conform to City ordinances. In all cases, a lawn must be established within one year of the issuance of an occupancy permit.

I. A concrete driveway approach is required prior to the issuance of an occupancy permit. The number of driveways and their minimum and maximum widths are controlled by City ordinances.

J. Snow removal is controlled by City ordinance and requires sidewalk clearing, if applicable, and all snow must be confined to individual property boundaries.

K. A Homeowner's Association shall be established by the Subdivider, which shall provide for the maintenance of all common lands including the water quality/retention basin.

L. All lot purchasers are responsible for controlling and/or cutting noxious weeds on their property.

1. BUILDING RESTRICTIONS. No lot or lots embraced in the subdivision shall be used for other than single-family residence purpose. There shall not exist on any lot at any time more than one residence. No trailer, tent, shed, barn, temporary building, outbuildings, or guesthouse shall be erected on any of the lots in the subdivision. One garage, capable of holding two automobiles, shall be constructed as an integral part of the residence. No individual lot shall at any time be divided for the placement of an additional structure. A single lot together with a contiguous lot or lots may be used as one building site.

A. SIZE. No one story buildings shall be constructed on lots with a fully enclosed first floor area of less than 1,500 square feet, plus 150 square feet for each bedroom over three, exclusive of porches, garages, patios and similar additions. No two story or higher buildings shall be constructed with a fully enclosed total first and second floor area of less than 1800 square feet plus 100 square feet for each bedroom over three. The first floor of two story homes must have a minimum of 1000 square feet.

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B. **SETBACK LINES**. Setback lines for improvements shall be governed by City of Franklin codes and ordinances.

C. **CONSTRUCTION**. Construction shall be completed within one year (1) year of the issuance of the building permit. In extraordinary circumstances, an extension may be obtained from the Subdivider. All structures shall be painted with at least one coat of paint, unless constructed of ornamental masonry, brick, or other finished surface.

D. **DRIVEWAYS AND APPROACHES**. All driveways shall be paved with concrete or asphalt within one year of the issuance of an occupancy permit. The number of driveways and their minimum and maximum widths are controlled by City ordinances. A concrete driveway approach shall be installed by the Homeowner prior to the issuance of an occupancy permit. A permit from the City Engineer is required for this construction.

E. **WALLS AND FENCES**. A City permit is required to install these structures. No boundary wall/fence shall be constructed with a height of more than five feet and no boundary line hedge or shrubbery shall be permitted with a height of more than four feet. No wall/fence of any height shall be constructed on any lot until after the height, type, design, and approximate location thereof shall have been approved in writing by the Subdivider's Architectural Control Committee. The heights or elevations of any wall/fence shall be measured from the existing elevations of the property at or along the applicable points or lines.

2. **APPROVAL OF PLANS**. The Subdivider or Architectural Control Committee, hereinafter designated, shall reserve the right to approve buildings, structures, and other improvements placed on each lot for the purpose of insuring development of the subdivision as an area of high standards. In addition, the Subdivider or Architectural Control Committee shall have the right to make exceptions to these restrictions when deemed necessary and proper in order to promote subdivision conformity and harmony.

A. **ARCHITECTURAL CONTROL COMMITTEE**. The Subdivider, it's successors or assigns shall have the right to appoint, substitute and/or remove the members of the Subdivider's Architectural Control Committee. Home foundation grade for each lot shall be established by the City Engineer and no building shall be constructed which is in violation of the established grade height. The Subdivider's Architectural Control Committee is composed of THOMAS G. MARK and WILLIAM P. MARK and GEORGE J. GRUBIS. In the event of death or resignation or removal of any member of the committee, the Subdivider shall have full authority to designate a successor until such time as said Committee ceases to exist. The Committee shall not be liable for actions taken or decisions made in good faith.

B. **OWNER OBLIGATIONS.** The owner of each lot, by acceptance of title thereto, covenants and agrees that no building, wall, fence, or other structure shall be placed upon such lot unless and until the plans, specifications, and plot plan showing the location, existing and proposed grades of same, are approved in writing by the Subdivider's Architectural Control Committee. In addition, owners must obtain a construction permit, when required, from the City of Franklin before commencing such construction. Architectural Control Committee

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approval shall be based upon, but not restricted to, the following considerations:

1) External Design and Aesthetics
2) Avoidance of repeat elevations
3) Quality of construction materials
4) Proposed location of improvements in relation to setbacks, topography of lot, finish grade elevation, drainage patterns and swales.

If no Architectural Control Committee exists or if the Architectural Control Committee shall fail to approve or disapprove the plans and specifications within 60 days after written request, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the Covenants herein contained.

3. **SIGNS**. No sign of any kind shall be displayed to the public view on any lot, except:

   One Professional Sign - not more than one (1) sq. ft.

   One Sale or Rental Sign - not more than five (5) sq. ft.

   Two Political Signs - not more than six (6) sq. ft. each that endorse candidates for public office. Political signs shall be posted for no more than six weeks. Signs by Subdivider or Builder shall be exempt from sign restrictions, except those enacted by the City, during the entire development, construction, or sales period.

   ALL SIGNS SHALL BE PROFESSIONALLY LETTERED AND MOUNTED.

4. **LANDSCAPING**. Each lot shall contain at least four (4) shade trees of which at least two (2) shall be in the front yard. These shade trees, at the time of planting, shall have a diameter of at least 1-1/2 inches at a point 6 inches above ground level. In the event a tree dies, another shade tree is to be planted within 6 months. Each lot shall additionally contain a minimum of 12 shrubs. No trees, shrubs, bushes, landscape plantings, retaining walls or structures may be constructed which will impede or block planned drainage ways without prior written approval of the City Engineer. All landscaping and grass sodding/seeding shall be completed within one (1) year of the issuance of an occupancy permit.

   A. **LAWN AND YARD MAINTENANCE**. In addition to normal maintenance and mowing of lawn areas on a lot, the owner of each lot shall also maintain the sidewalk, lawn and yard area in front of the lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. The lot owner shall keep this area, along with the rest of his/her lawn, free of debris and noxious weeds. Trees, shrubs, and plantings shall be kept neatly trimmed.

   B. **LANDSCAPING IN ACCORDANCE WITH THE APPROVED LOT GRADING PLAN/SURVEY**. Owner's lot landscaping shall not alter the yard grade as shown on the Approved Master Grading Plan and the lot survey. Accordingly, the owner is responsible to maintain all drainage swales and drainage easements to the correct grades called for on the Master Grading Plan.

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C. DRAINAGE CONDITION INSPECTION RIGHTS. The Subdivider, Builder, City of Franklin Engineers and Building Inspectors shall have the right to enter upon any lot, at any time for the purpose of inspecting drainage conditions resulting from owner landscaping.

5. **NUISANCES**. No noxious, offensive, or dangerous activity of any kind may be conducted upon any lot, which is or may become a nuisance or annoyance to the neighborhood.

A. GARBAGE, TRASH, OR REFUSE DISPOSAL: No lot shall be used as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers, which shall be screened from public view.

B. EXTERIOR MAINTENANCE OF PREMISES. Lot owners shall maintain their premises in good repair and clean condition. This shall include repainting and repairing of structures and fences, repairing of drive and walk surfaces, and stacking of firewood.

C. **ANIMALS**. No animals may be kept or maintained upon any lot except dogs, cats or other usual and ordinary household pets. Such animals shall not be kept, bred, or maintained for any commercial purpose.

D. **VEHICLE STORAGE AND REPAIR**. No commercial trucks or commercial type vehicles shall be stored or parked on any lot except while parked in a closed garage nor parked on any residential street in the Subdivision except while engaged in transporting to or from a residence in the Subdivision.

No owners or other occupants of any portion of the Subdivision shall repair or restore any vehicle of any kind upon any lot, except within enclosed garages or workshops. Emergency repairs shall be completed only to the extent necessary to enable the movement thereof to a proper repair facility.

6. **TAXES AND GOVERNMENT LIMITATIONS**. Any conveyance of such property is made subject to taxes and other assessments, if any, levied or assessed against the property in the year in which it is conveyed and subject to all restrictions and limitations imposed by governmental authority.

7. **UTILITY EASEMENTS**. Utility easements are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property. These easements are shown upon the plat of Hillview Estates, as recorded in the Public Records of Milwaukee County, Wisconsin. Prior to acceptance of all improvements by the City of Franklin, Subdivider reserves the right to grant Public Utility easements for utility purposes over, upon, under or across ALL lots in this Subdivision, whether owned by the Subdivider or third parties. Such easements shall, so far as is reasonably possible, be confined to areas within approximately 20 feet of all lot lines and be granted on standard utility forms.

A. **MAINTENANCE OF EASEMENTS**. The lot owners of all lots upon which easements, or drainage swales are located are responsible for cleaning and maintaining the easement for it's intended purpose. Swale sections for conveyance of storm water must be kept free of obstructions, weeds, and flat spots, and no alterations in grade and/or

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alignment is allowed. Drainage swales shall not be manipulated or altered in any way so as to impede, divert, or restrict the flow of water from it's intended path as determined by the Master Grading Plan.

B. **REPAIR OF EASEMENTS.** Lot owners shall be responsible for the restoration or repair of any damage caused to an easement or swale area by a utility company, City of Franklin, or the Subdivider during construction/repair operations occurring after homeowner occupancy. Easement construction/repair operations include, but are not limited to:

1. Sanitary Sewers
2. Storm Sewers
3. Water Mains/Laterals
4. Electric Installations
5. Natural Gas Installations
6. Cable TV Installations
7. Telephone Installations
8. Curbs and Sidewalks
9. Drainage, Swales, and Easements
10. Common lands including water quality/retention basin.

C. **DAMAGE CLAIMS**: All claims for damages, if any, arising out of the construction, maintenance, and repair of improvements in utility easements or on account of inconveniences caused thereby, against the Subdivider, or any utility company or municipality, or any of its agents or servants, are hereby waived by the owners.

8. **LOT GRADES.** Master Subdivision grading/surface drainage, erosion control, and home grade plans were prepared by the Subdivider and accepted by the City Engineer. Copies of these plans are available for lot owner's examination in the office of the Subdivider, and in the offices of the City of Franklin Engineer and Building Inspector. They designate the manner in which each lot shall be finish graded and drained in relation to all other lots in Hillview Estates.

A. **SETTING OF HOME GRADE ELEVATION.** The grade elevation of a home to be constructed on a lot shall be obtained from the City Engineer and included with the Building Permit issued by the Building Inspector. Construction of the home shall comply with the City approved grade elevation. No deviation therefrom shall be permitted without the City Engineer's approval.

B. **FILLING IN AND REMOVING.** The elevation or grading of a lot shall not be changed, nor may rock, gravel, or clay be excavated or removed from any property for any purpose without the prior approval of the Architectural Control Committee. The Subdivider shall have the right to use any dirt removed or excavated.

C. **SUBDIVIDER GRADING RESPONSIBILITIES.** The Subdivider shall be responsible for the maintenance of all lot grades to provide drainage during the time of subdivision development and prior to the sale of an individual lot.

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The term of office of elected Committee members shall be four (4) years from the date of election. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the Association shall fill the vacancy as it's members see fit.

C. **COMMITTEE DUTIES.** The Committee shall have the following duties as representatives of the Homeowners Association:

1) Provide for the maintenance, repair, and replacement of improvements on the common lands.

2) Establish dates and procedures for the election of members of the Committee.

3) Develop operating procedures for the conduct of the Association and Committee's affairs.

4) Act in the best interest of the majority of homeowners in Hillview Estates.

D. **COMMITTEE AUTHORITY.** The Committee shall have the following authority in addressing Association responsibilities:

1) To cause all common lands to be insured, maintained, repaired, landscaped, and kept in neat, clean, attractive and safe condition.

2) To enter into contracts to employ agents, attorneys, or others for purposes of discharging its duties and responsibilities hereunder.

3) To levy and collect assessments in accordance with Paragraph E, ASSESSMENTS, below.

E. **ASSESSMENTS.** The Committee shall levy and collect assessments in accordance with the following:

1) Each lot in the subdivision shall be subject to an annual assessment for the purpose of paying the costs incurred by the Association in performing its duties and discharging its obligations.

2) Costs covered by the assessment shall include, but not be limited to, payment of taxes, if any, insurance, repair, replacement or additions to common lands improvements, cost of labor, materials, administration, supervision and management thereof. All costs the Association reasonably incurred in conducting its affairs and enforcing the provisions of this section shall also be covered by this assessment.

3) Assessments shall be approved at a duly convened meeting of the Committee.

4) Assessments shall become due and payable thirty (30) days after the mailing or personal delivery of the notice.

5) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid, and such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have

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been paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made.

6) The Committee may record a document with the Register of Deeds in Milwaukee 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 Homeowner.

7) Upon application by any Homeowner, any member of the Committee may, without calling a meeting of the Committee, provide to such Homeowner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Committee; and (2) as to the existence of any unpaid assessments or other amounts due to 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 to the Association.

8) 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 the foreclosure of a mortgage on real property.

F. **COMMITTEE LIABILITY.** 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 or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

G. **ASSOCIATION'S FAILURE TO ENFORCE.** Failure of the Association or the Committee to enforce any provision contained in this Declaration, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

11. **ENFORCEMENT OF RESTRICTIONS.** The restrictions and covenants contained herein may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same. It shall be lawful for any subdivision lot owner, the Committee, or governmental body having authority over said subdivision, to prosecute such action. The judgment in any such proceedings, in addition to providing for remediation of the violation, shall provide that the party found guilty shall pay to the prosecuting party or parties their reasonable and proper attorney fees and expenses.

12. **CONFLICTS OF COVENANTS AND RESTRICTIONS WITH MUNICIPAL ORDINANCES.** In the event of any conflict between these covenants and restrictions and zoning or building ordinances or regulations of the City of Franklin, County of Milwaukee, or the State of Wisconsin, compliance with the more restrictive provision shall be required.

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13. **SEVERABILITY/INVALIDITY.** Invalidity of any provision of this Declaration, regardless of how determined, shall in no way nullify or affect any of the other provisions, which shall remain in full force and effect.

14. **AMENDMENTS TO DECLARATION.** This Declaration may be changed, modified, or amended (excluding A through L in the introduction) at any time by written Declaration setting forth the change. Such amendment shall become effective if executed by the owners of at least seventy-five percent (75%) of all lots in the subdivision with all signatures notarized and upon recording in the office of the Register of Deeds for Milwaukee County. The Subdivider's consent to the change shall be required as long as Subdivider owns any lot in the subdivision. Such consent shall be evidenced by execution of the amending Declaration by the Subdivider. As long as Subdivider owns any lot in the subdivision, Subdivider shall have the right, acting alone to:

    a) Amend, alter, or modify these restrictions, excluding A through L in the introduction, if required by the City of Franklin or any other governmental agency.

    b) Amend, alter, or modify these restrictions, if such proposed change is nonmaterial in character and in the best interests of the subdivision.

15. **AGREEMENT TO TERMS.** By acceptance of a conveyance of property which is subject to this Declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained and confirms in and grants to the Subdivider, its successors and assigns, the right of enforcement of this Declaration as aforesaid.

Dated this 28th day of APRIL, 2000

SECURITY HOMES II, INC.

By: _____
THOMAS G. MARK, Director

STATE OF WISCONSIN }
} ss:
MILWAUKEE COUNTY }

Personally appeared before me this 28th day of APRIL, 2000 the above-named THOMAS G. MARK, of SECURITY HOMES II, INC., to me known to be the person who executed the foregoing instrument and to me known to be such Director of said corporation and acknowledged that he executed the foregoing instrument as such officer.

_____
Notary Public
Milwaukee County, State of Wisconsin

My Commission: Expires July 02, 2000

APPROVAL

This instrument drafted by: Thomas G. Mark
Security Homes II, Inc.
1333 College Avenue, Suite B
South Milwaukee, WI 53172

Return to: Thomas G. Mark
Security Homes II, Inc.
1333 College Avenue, Suite B
South Milwaukee, WI 53172