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Imperial Oaks Estates

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DECLARATION OF RESTRICTIONS

ARTICLE 1. PROPERTY SUBJECT TO PROTECTIVE COVENANTS

1.1 KNOW ALL MEN BY THESE PRESENTS, THAT XLT LIMITED, being the Developer and owner of certain lands in the Town of Genesee, Waukesha county, Wisconsin, to wit: Imperial Oaks Estates recorded in the office of the Waukesha County Register of Deeds on _____, 1999 as Document No. _____, being a subdivision located in the Town of Genesee, Waukesha County, Wisconsin.

ARTICLE 2. GENERAL

2.1 NOW THEREFORE, the Developer hereby declares, that the real estate described above shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

2.2 DISCLAIMER. Although the Developer is implementing these Protective Covenants with the intentions set forth above, the Developer makes no assurances, representations or guaranty that the state intentions of these Protective Covenants shall be achieved, or as to the ultimate value of Lots in Imperial Oaks Estates or as to any stability or increase in value as a result of the imposition of these Protective Covenants

ARTICLE 3. DESIGN CONTROL

3.0 ARCHITECTURAL CONTROL COMMITTEE. A.) MEMBERSHIP. Developer appoints Brad Winquist as long as he owns any of the lots in the subdivision commonly known as Imperial Oaks Estates, the authority and function of the Architectural Control Committee. B.) PROCEDURE AND JURISDICTION ON MATTERS COMING BEFORE THE ARCHITECTURAL CONTROL COMMITTEE. The vote of the majority of the members of the Architectural Control committee shall be the controlling vote and shall be construed to be the vote of the entire committee. 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 two (2) identical sets of plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as required by paragraph 3.1, 3.5, 4.2, and 4.7 hereof only; all other provisions of these restrictions to have full force and effect. Action by said committee shall be final and conclusive as to persons then or thereafter owning lands in said development. The Architectural Control Committee shall have exclusive jurisdiction to determine whether the area requirements of a one-story building or a two-story building apply to a particular proposed structure and shall likewise have the power, in its exclusive judgement and discretion to reduce the foregoing minimum requirements, as to area, at finish grade elevation by not more than fifteen percent (15%) of the area hereinbefore specified. Any such action by such committee shall be final and conclusive.

3.1 BUILDING PLANS. No buildings, main or accessory, fence or wall shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the proposed structure, shall have been approved by the Architectural Control committee as to employment and quality of materials, harmony of exterior design with existing structures as to the effect on the general aesthetics of the area, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in paragraph 8.0 hereof.

3.2 WAIVER. The Review Board shall be entitled to waive or grant a variance from the requirements of these Protective Covenants ans the standards set forth herein upon written application therefor to the Review Board as a part of a submission of Plans and Specifications to the Review Board, or otherwise, for reasons deemed adequate and reasonable to the Review Board, and in consideration of the purposes of these Protective Covenants as set forth in article 2. The decision of the Review Board shall be final ans binding with regard to any waiver or variance, whether or not such waiver or variance is specifically granted by the Review Board in writing, or is a part of or necessitated by Plans and Specifications approved by the Review Board.

3.3 EROSION CONTROL AND SURFACE DRAINAGE. During construction of a dwelling unit on a Lot, adequate measures shall be undertaken to comply with applicable municipal erosion control ordinances. The topography and ground elevation of each Lot shall be finished as required by the Plans and Specifications approved by the Review Board for the efficient discharge and drainage of surface groundwater and sump pump discharge throughout the Subdivision. Final grading of a Lot shall be completed within 2 months following the date of occupancy of a dwelling thereon, weather and seasonal considerations permitting.

3.4 GROUND FILL ON BUILDING SITE. Where ground fill is necessary on any Lot to obtain the property topography and finished ground elevation, it shall be ground fill free of waste material, and shall not contain noxious materials of any kind. All fill materials shall be leveled immediately upon completion of the dwelling unit and shall be graded and contoured in accordance with the Plans and Specifications any applicable municipal erosion control ordinance.

3.5 BUILDING MATERIALS. Lot owners are encouraged to construct the exterior walls of the dwelling unit and attached garage of brick, stone, wood or other natural materials approved by the Review Board. The use of vinyl or aluminum siding may be permitted, but only when combined with natural materials including, but not limited to, wood corner caps and window trim and brick or stone on the front of the home. Dimensional roof is mandatory, with a minimum pitch of 8/12. The Plans and Specifications for all dwelling units proposed to be erected, altered or modified shall specify construction materials, which shall be subject to approval by the Review Board.

3.6 CONSTRUCTION. During construction of a dwelling unit or any other improvement on a Lot, the construction site shall be kept free of refuse and litter, and rubbish and construction materials shall be stored on the site only as long as necessary under the circumstances. Any natural vegetation and tree debris removed during the stripping of the building pad shall be removed from the construction site immediately. Construction sites shall

remain as organized and neat in appearance as possible throughout the construction period.

3.7 COMPLETION: OCCUPANCY. Any dwelling unit construction on any Lot in the Subdivision shall be enclosed and under roof with the finished exterior material in place within twelve (12) months after the commencement of construction. No dwelling unit shall be occupied until the exterior surfacing of said dwelling unit is completed and the Lot is finished to rough grade.

3.8 MAINTENANCE OF ROADWAY AND ADJOINING PROPERTY. It shall be the responsibility of each lot owner to repair any damage to and remove and debris from the roadway of said development caused by the owner's general contractor or subcontractors. Each lot buyer must use only their lot for construction purposes; any damage to adjoining lots by construction trucks or equipment will be charged to lot buyer.

3.9 BUILDING COMPLETION AND GRADING: TEMPORARY STRUCTURES. Rough grading of the surface of any parcel of land in said subdivision, upon which any building shall be constructed, shall be completed before said building may by occupied, except that in the case of construction commenced after September 1st, rough grading must be completed within forth (40) days after ground has thawed or prior to occupancy, unless extended in writing by the developer.

ARTICLE 4. SUBDIVISION STANDARDS.

4.1 GENERAL. All Lots in the subdivision shall be subject to the standards set forth herein. Only one dwelling unit may be constructed upon a Lot in the subdivision, as described in Section 4.2 below.

4.2 UNIT SIZE. The total minimum finished living area of a ranch unit shall be 1,800 square feet. In a two-story dwelling unit, the minimum finished first floor living area shall be 1,200 square feet and total minimum area shall be 2,300 square feet. Bi-level and tri-level dwellings are not allowed in Imperial Oaks Estates. No building or part of any building shall exceed 32 feet in height.

4.3 UNIT MEASUREMENT. The square footage of a dwelling unit shall be measured along the perimeter of the dwelling unit at and above the grade (Measured along the exterior walls exclusive of garages, porches, patios, breezeways and similar additions). For purposes of calculating total area, the Review Board, in its sole discretion, shall determine what constitutes a two-story, or ranch dwelling unit.

4.4 SETBACKS. The minimum front building setback for all Lots in the subdivision shall be 75 feet from lot line. The minimum rear building setback for all Lots in Subdivision shall be 25 feet from the rear property line. The minimum side building setbacks for Lots in the Subdivision (on either side of the dwelling unit) shall be 25 feet from the side property lines. On a corner Lot, the front building setback shall be applicable as to both streets unless a variance is obtained from the town of Genesee.

4.5 DRIVEWAYS. Driveways shall be located at least three (3) feet from all sides and rear Lot lines. Each dwelling unit shall have a separate driveway. Within 12 months of the issuance of an occupancy permit by the Town of Genesee for any dwelling unit, all driveways on the Lot must be paved with concrete, asphalt, or other hard and impervious paving substance (gravel and crushed stone are not acceptable paving substances).

4.6 WALKWAYS. Within 12 months of the issuance of an occupancy permit by the Town of Genesee for any dwelling unit, all walkways on the Lot shall be paved with concrete, brick or other hard impervious paving substance approved in advance by the Review Board (gravel, crushed stone and asphalt are not acceptable paving substances).

4.7 ATTACHED GARAGE. Each dwelling unit shall have an attached garage for not more than four or less than two cars. The garage shall enclose in the aggregate an area not less than 400 square feet and not more than 1,000 square feet. The garage must be constructed at the same time as the dwelling unit and shall harmonize with it as to design, materials and finished floor elevation.

4.8 LANDSCAPING. All landscaping as shown in approved Plans and Specification must be completed within twelve (12) months after the substantial completion of construction of the dwelling unit. Substantial completion shall mean issuance by the Town of Genesee of an occupancy permit, except in the case of model or inventory homes where substantial completion shall mean the date such home is first open for inspection to prospective buyers or is listed with real estate broker or advertised in a newspaper of general or local circulation. Landscaping must include seeding or sodding of lawns on all front, side and rear yards of the Lot and shall include at least one (1) tree in the front yard having a minimum diameter of 2 inches at the time of planting. Landscaping shall also include plantings or planting beds (including at least 12 shrubs, bushes or trees) immediately in front of, on each side of the dwelling unit, and additional plantings on the Lot so that a pleasing park-like appearance shall ultimately be accomplished in Imperial Oaks Estates.

4.9 OUTBUILDINGS AND TEMPORARY STRUCTURES. Other than dwelling units and other structures and improvements approved in advance by the Review Board pursuant to Section 3.0, no structure of any kind, including, but not limited to, shed, skateboard ramp, detached garage, garage apartment, stable, barn or kennel shall be moved onto or constructed upon any Lot within the Subdivision.

4.10 SWIMMING POOLS/SPAS. Swimming pools, hot tubs or spas may be erected, altered or modified in Imperial Oaks Estates only with the prior approval of the Review Board. No above ground swimming pools shall be permitted in Imperial Oaks Estates.

4.11 FENCES AND WALLS. No fences or walls of any height or for any purpose shall be permitted on any Lot without the prior written approval of the Review Board. No chain link fencing of any kind shall be erected within the Subdivision. In no event shall any fence or wall be permitted to extend into the minimum setback areas specified in Section 4.4.

4.12 MOTORIZED VEHICLES. Only automobiles and other four- wheel passenger vehicles may be parked on a Lot outside of a garage in the Subdivision, and they may be parked only on driveways that have been approved in advance by the Review Board pursuant to Section 3.0. The Review Board will not approve parking slabs. No Lawn or farm vehicle or equipment, recreational vehicle, trailer, boat, boat trailer or similar vehicle or equipment shall be parked or stored on any Lot other than in a garage. No commercial vehicles, including semi-trailer tractors, dump trucks, delivery trucks, and similar vehicles, irrespective of ownership, may be parked or stored on a Lot other than temporarily for the delivery of materials or merchandise, and other than during temporary periods of construction or remodeling upon the Lot.

4.13 ANTENNAS/MICROWAVE DISHES. External antennas, satellite or microwave dishes, and solar panels of any type or for any purpose may be installed and maintained on a Lot in the Subdivision only with the prior written approval of the Review Board. In no event may any satellite or microwave dish be larger than 2 feet in diameter. Any proposal for any such installation shall be submitted to the Review Board for approval, and shall show the size, location, and appearance of such installation, prior to any such installation in the subdivision.

4.14 POSTLIGHTS. Each Lot owner shall purchase uniform postlights specified by the Developer from the Developer at the time of closing. Each postlight shall be installed on the Lot at the time of finished grading of the yard 40 feet from the access street right-of-way and 3 feet from he driveway to the residence. If such a postlight is not so installed within nine months, from the date the residence is occupied, Developer and/or the Association may, after notice, install the postlight and charge the full cost of such installation to the owner of the Lot. Each postlight shall be connected to an electrical power source at the time of installation and shall be maintained in a clean and operating condition at all times thereafter. If the postlight is not so connected and maintained, the Developer and/or the Association may place a lien on the property for the full cost of any such installation, connection or maintenance plus interest at the rate of ten percent (10%) per annum. Any replacement of such postlights shall be accomplished by the Lot Owner, and only with a postlight of the same specifications, height and appearance as the original postlight. No other curbside postlights may be installed or placed within the subdivision. The postlight specified by the Developer is equipped with a photoelectric sensor; therefore, no Lot Owner may install a turn-off switch for the postlight. See Diagram #1 in Restrictions. Illegal

4.15 SIGNS. No sign of any kind shall be displayed to the public view on any Lot except as follows:

(a) A sign placed on the Lot by a Lot Owner or the real estate agent of the Lot Owner advertising the property for sale. Such sign shall not exceed 6 square feet in size.

(b) A sign erected by a building/contractor of a dwelling unit in the Subdivision during the time the dwelling unit is under construction. Such sign shall not exceed 6 square feet in size.

(c) Signs by an owner/contractor advertising a dwelling unit as a "model home". Such sign shall not exceed 24 square feet in size.

All of the foregoing signs shall be professional, unlit signs installed so that the bottom of the sign shall be no more than 3 feet above the ground. All signs shall be removed promptly upon the sale or occupancy of the dwelling unit on the Lot. Any signs other than those listed above must receive prior written approval of the Review Board before installation. Nothing contained in this Section 4.14 shall be deemed to prohibit the Developer from placing such signs as it may deem necessary or desirable within the subdivision until all Lots within the Subdivision are sold.

4.16 ANIMALS. Dogs, cats, or other small household pets (such as canaries or parakeets) may be kept in a manner which will not disturb the quality of life and the environment of the subdivision, provided that no animals shall be kept, bred or maintained for any commercial purposes. No more than two dogs or two cats, or one dog and one cat shall be maintained in any household.

4.17 NUISANCES. No noxious or offensive odor, activities or conditions shall be created, conducted or permitted to exist in, on or about any dwelling or Lot, which may be, or may become, an annoyance or nuisance to the neighborhood or which may cause any noise which disturbs or might disturb the peace, quiet or serenity of the occupants of surrounding property.

4.18 FIELD STONE ENDS ON CULVERTS. Field stones in the size of 8 inches to 18 inches around must be cemented into place at the ends of all culverts in Imperial Oaks Estates. See Diagram #2 in Restrictions.

ARTICLE 5. TERM AND AMENDMENT.

5.1 TERM. These Protective Covenants shall be in full force and effect for a period of twenty-five (25) years from the date these Protective Covenants are recorded, after which time these Protective covenants shall automatically be extended for successive periods of ten (10) years each. Provided, that an instrument terminating or changing these Protective covenants in whole or part, if signed by Lot Owners possessing a majority of the votes available in the Association, shall be effective as of the end of the original term or ten (10) year extension within which is recorded.

5.2 A. The following persons shall have authority to maintain an action for enforcement of these restrictions and covenants:

1. Brad Winquist so long as he shall own any lots or parcels within the subject Subdivision or immediately adjacent thereto;

2. The Architectural Control committee;

3. Any owner of a lot or parcel in the subject Subdivision affected by an

alleged violation of these restrictions and covenants.

4. Developer so long as he shall own any Lots or parcels within the subject Subdivision.

B. No action shall be commenced to enforce such restrictions or restrain the violation thereof unless such action is commenced within one (1) year after the completion of the building complained of, one (1) year after the regulated or prohibited activity, or one (1) year after the allotted time limit to complete the improvement. Invalidity of any of the covenants or restrictions herein contained by any judgement or court order shall in no way affect any of the provisions herein contained, which shall remain in full force and effect.

C. Any person determined to have violated these restrictions and covenants shall be liable for all costs of enforcement, including reasonable, actual attorney fees to the person or persons incurring same.

ARTICLE 6. EASEMENTS.

Developer hereby declares, creates and reserves easements over each Lot in the Subdivision. Such easements are 25 feet in width along the front lot lines and 8 feet in width along the side and rear lot lines of the respective Lots, and are reserved for purposes of underground installation and maintenance of electric, gas, water, telephone, cable television lines, and such other utilities or lines and equipment as may be necessary or desirable to service Lots within the Subdivision. Developer further reserves the right to sign and record specific grants of easements to utilities or similar entities on standard terms and conditions, for a period of forty-eight (48) months after the date of recording these Protective Covenants, which easements shall in all cases be located within easement areas as described above.

ARTICLE 7. Local ordinances.

All Lots shall be subject to all ordinances, zoning laws and other restrictions of the Town of Genesee, U.S. Army Corps of Engineers, Waukesha County and the State of Wisconsin applicable thereto In the event of any conflict between these restrictions and any statutes, ordinances or municipal regulations, compliance with the more restrictive provisions shall be required.

ARTICLE 8. AMENDMENT.

A. Any foregoing restrictions, protections, covenants, charges or provisions may be annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waive, change, modification or amendment, executed by Developer and/or Brad Winquist as long as he shall own any of the land in said development.

B. When Developer no longer owns any lots in Imperial Oaks Estates, the Architectural Control Committee will be made up of Brad Winquist as long as he owns any land in the Imperial Oaks Development for the term set forth in paragraph 5.1.

IT WITNESS WHEREOF, the undersigned has executed this agreement this 28TH day of JAN, 1999.

XLT LIMITED

BY: David Birdd
DAVID BIRDD

STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

Personally came before me this 28th day of Jan, 1999, the above named DAVID BIRDD, to me known to be the person who executed the foregoing instrument and acknowledge the same,

My commission expires 2-4-01

Barbara A Whitmore
NOTARY PUBLIC
STATE OF WISCONSIN

Return to and drafted by: David Birdd
at: XLT, Limited
1910 Evenson Drive
Onalaska, WI 54650