

Second Amended Declaration of Restrictions for  
Hanover Hill, a Subdivision in the Town of Lisbon

Document Number

Document Title

4260426

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

January 30, 2017 08:39 AM  
James R Behrend  
Register of Deeds

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

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Recording Area

Name and Return Address

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This document serves to amend the Declaration of Restrictions for the Hanover Hill Subdivision located in the Town of Lisbon, County of Waukesha, State of Wisconsin. The amendment was approved by a duly authorized vote of the Subdivision Owners.

Document Drafted By:  
Bradley J. Dagen  
Milwaukee, Wisconsin

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. **USE BLACK INK.**  
WRDA Rev. 7/2/2010

**SECOND AMENDED DECLARATION OF RESTRICTIONS  
FOR  
HANOVER HILL, A SUBDIVISION  
IN THE TOWN OF LISBON**

KNOW ALL PERSONS BY THESE PRESENTS: that the HANOVER HILL HOMEOWNERS ASSOCIATION ("HHHA"), an unincorporated association, existing under the laws of the State of Wisconsin and representing the owners of HANOVER HILL, a subdivision in the Town of Lisbon, being a subdivision of all of the NW 1/4, of the NW 1/4, all in Section 31, T.8 N, R.19 E, Town of Lisbon, Waukesha County, Wisconsin, (hereinafter "Hanover Hill") hereby presents for recording this Second Amended Declaration of Restrictions containing a general plan for the use, occupancy and enjoyment of the Hanover Hill subdivision. HHHA hereby declares, for the mutual benefit of all present and future owners of land in Hanover Hill subdivision, that Hanover Hill shall be maintained as a single family, owner occupied, residential subdivision. The owners of property within Hanover Hill shall be subject to the following restrictions:

**A. GENERAL APPLICABILITY**

This Second Amended Declaration of Restrictions and its terms and conditions are applicable to all lots, all owners and all occupants in Hanover Hill subdivision. This Second Amended Declaration of Restrictions supersedes and replaces all prior recorded restrictions for Hanover Hill subdivision, and amends the original Declaration, Doc. No. 2076927, Reel 2134, Image 1459, recorded October 30, 1995 and the Amended Declaration, Doc. No. 3518022 recorded October 4, 2007.

**B. BUILDING RESTRICTIONS**

1. All lots in Hanover Hill are restricted to the construction of one story, story and one-half, or two story single family residences and an attached garage which shall be capable of accommodating at least 2 cars. "Single Family" and "Family" are defined to mean immediate family, including the owner, his or her spouse, their child or children, and the owner's or owner's spouse's parents, grandparents, and immediate extension thereof.

2. The minimum size of a one story residence shall be 1700 square feet on the first floor.

3. A story and one-half residence shall have a minimum of 2000 square feet on the upper 2 floors.

4. A two story residence shall have a minimum of 2000 square feet on the upper 2 floors.

5. A Tri-level residence shall have a minimum of 2200 square feet on the upper 2 floors.

6. Each residence must have an attached two car garage connected directly to the residence or incorporated as part of the residence and said garage must be constructed at the same time the residence is built. The maximum size shall be a garage that accommodated 3.5 cars. All driveways must be constructed of concrete, asphalt or other hard pavement material and paved by the owner within one year of occupancy.

7. The exterior walls of the residence and attached garage must be constructed of natural materials, brick, stone, wood siding (which includes only solid wood wafer board products of

similar type and quality of the Interseal lap siding product manufactured by Louisiana-Pacific Corporation) or such other products that the Management Committee shall approve, in advance of installation/construction.

8. All roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers and other special circumstances such as deep ranch style homes where the height of the roof becomes excessive, but only if approved in writing by the Management Committee. All roofing material shall be of the highest quality dimensional asphalt shingles or cedar shake.

9. Construction of a new residence must be completed within one year from the date of the building permit issued by the Town of Lisbon. The hard pavement driveway, landscaping according to the landscape plan approved by the Management Committee and a sod or seeded lawn must be completed within one year from the date of occupancy.

10. Only one single family residence may be erected on a lot.

11. The minimum setback from any abutting street right-of-way is 50 feet. Side yard and rear yard setbacks shall conform to the Town of Lisbon (herein referred to as "Town") ordinances. All setbacks are measured from the overhang of the structure.

12. There shall be no outside storage of boats, trailers, buses, commercial trucks or commercial vehicles, campers, recreation vehicles, personal watercraft, snowmobiles or other vehicles or items deemed unacceptable by the Management Committee.

13. All building plans and the exterior design of each residence and any applicable accessory building to be constructed in the Hanover Hill subdivision must be approved by the Management Committee in writing and prior to submittal of any such proposed building plans to the Town of Lisbon (or County of Waukesha) for a building permit. This provision applies to remodeling and renovation in addition to new construction. Lot and building accessories such as landscaping, lighting, fences, garden structures, satellite dishes, swimming pools, additions, temporary or permanent structures (including sheds and pet facilities) which affect the overall aesthetics or environment of the subdivision must be approved by the Management Committee in writing and prior to construction.

14. In addition to the required attached garage, each Owner in Hanover Hill may construct a single, detached garage on his or her property, not to exceed 24 feet wide and 24 feet deep. The location and building materials for such a detached garage are subject to the advance review and approval of the Management Committee. The garage design must meet the restrictions as outlined in Section B. BUILDING RESTRICTIONS, points (7) and (8), and include at least two windows and one access door. Plans submitted for approval must include "to scale" drawings, planned lot placement, and proposed landscaping. All plans are also subject to Town of Lisbon restrictions and approval.

15. At the time of construction of a residence, the Owner shall install at a location approved by the Management Committee, one outdoor electric lamp post with an unswitched photo-electric control. The design and color of the lamppost shall be subject to the approval of the Management Committee. The lamppost shall be maintained by the Owner in a proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by the HHA and any costs reasonably incurred for such maintenance shall become an assessment against the applicable Owner, payable within then (10) days after the date of assessment and enforceable as otherwise provided herein.

16. Outbuilding, remodeling, renovation and landscaping plans shall be submitted to the Management Committee for prior approval. The installation of antenna or satellite dishes if

approved by the Management Committee, shall be performed in a manner such that they are not visible from the roadway or, if reasonably practical, from neighboring lots.

17. Proper landscaping, including landscaping of the Entrance to the subdivision and in the area of the County Hwy. K berm, is a mutual benefit of present and future Owners of Hanover Hill property. Landscaping and landscaping maintenance of those areas shall be properly maintained at all times by the HHHHA. The cost of such maintenance shall be an assessment, pro rata, to the owners of lots within the subdivision.

18. The Plat establishes drainage easements throughout Hanover Hill. These drainage easement areas shall be maintained clean, clear and free of any obstructions or barriers of any kind. Landscaping within these areas shall consist of ground cover to inhibit erosion. Any obstructions may be removed by any public utility or by the Town. Should it become necessary for the Town to maintain those easements, the Town may assess a special charge that may require reimbursement as provided below.

19. Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse HHHHA for all costs and expenses, including reasonable attorney's fees, incurred by the HHHHA in enforcing the restrictions contained in this Second Amended Declaration. The foregoing remedy shall be in addition to any other rights or remedies which may be available to HHHHA under Wisconsin law.

20. In the event the Town determines that Association landscaping is not being maintained in accordance with this Second Amended Declaration and/or that the public interest requires compliance or landscaping maintenance or changes, the Town may take action to ensure compliance in a manner described below by taking action and levying charges against the Association. In some cases, it may be possible that the Town levies charges against a particular lot owner.

Should the Town determine that deficiencies exist with respect to landscaping and/or landscaping maintenance, and that the public interest requires compliance, the Town shall give written notice of the deficiencies to the Association or to the Owner, as applicable. The Association or the Owner shall have the time period specified in the notice to correct any such deficiencies and if the deficiencies are not corrected within the applicable time period, the Town shall have the right to enter upon the applicable property using its own employees and equipment or contracting with others for such work to that is necessary and reasonable to correct the relevant conditions. The cost of such work or services shall be billed to the Association or to the Owner, as applicable. The Town shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax roll as an unpaid special charge in accordance with §66.60(16) of the Wisconsin Statutes against all Owners or against the responsible Owner, as applicable. The Owners of lots within Hanover Hill subdivision do hereby consent to the levying of such special charges, the assessment of same on the tax roll and hereby waive any and all notices and hearings which might otherwise be required by state statute for the levying of special charges.

### **C. HOMEOWNERS ASSOCIATION**

1. An unincorporated association (herein referred to as the "Hanover Hill Homeowners Association" or "HHHA") consisting of the owners of the 55 lots of land in the Hanover Hill subdivision, (herein referred to as "Owner" or "Owners"), is hereby created for purposes of managing and controlling subdivision Common Areas and performing other duties for the common benefit of the Owners including, but not limited to, those duties set forth in this Second

Amended Declaration of Restrictions. The Association shall be known as "Hanover Hill Homeowners Association." Each lot shall have one (1) vote, regardless of the number of Owners of each lot, for voting purposes with regard to the HSHA, including but not limited to, the election of representatives to the Management Committee.

2. The term "Common Area" shall include the following areas:

(a) The area of easements granted to the Association by the Developer over portions of Lot 1 and Lots 37-33 for purposes of installing entryway monuments, fencing and landscaping.

(b) The grass area, fencing, berm and landscaping contained within the public right-of-way along Hwy. K.

3. The Homeowners Association shall be governed by a three person Committee, herein referred to as the "Management Committee," which shall be solely responsible for managing and organizing the activities and carrying out the responsibilities of the HSHA.

4. To qualify as a candidate and/or member of the Management Committee, a person must be either an Owner or a duly designated officer or representative of an Owner of a lot in the Hanover Hill subdivision.

5. Each lot shall be entitled to one (1) vote and said vote shall be exercised by an Owner or a designated representative of the Owner(s) in person or by written proxy in elections for selecting members who will serve on the Management Committee. Thus, there shall be a total of 55 votes.

6. The term of office for members of the Management Committee shall be for two (2) calendar years after their appointment or election. If any member of the Management Committee shall die, resign, or is unable to act or ceases to be qualified to so act, for any reason, the unexpired term of such member shall be filled by a special election.

7. The Management Committee shall meet at least once per year.

8. The Management Committee shall have the following duties and powers:

(a) To provide for the installation and maintenance of improvements in the Common Areas which it may deem necessary or desirable. Such improvements consist of the Entryway, monuments, fencing, landscaping including plantings, trees, lighting, maintenance of out lots and other improvements as may be approved by the Management Committee;

(b) To establish dates and procedures for the election of members of the Management Committee;

(c) To promulgate operating procedures for the conduct of the Homeowners Association and Management Committee's business;

(d) To enforce the provisions of the Second Amended Declaration of Restrictions;

(e) To enter into contracts and employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder; and

(f) To pay for insurance reasonably required to protect the subdivision owners from claims that may arise or relate to the Common Areas.

9. The Management Committee shall have the following powers:

(a) To take such action as may be necessary to cause the Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;

(b) To enter into contracts and to employ agents, attorneys or others for the purposes of discharging its duties and responsibilities under this Second Amended Declaration of Restrictions; and

(c) To levy and collect assessments in accordance with the provisions of this Second Amended Declaration of Restrictions.

10. The Management Committee shall levy and collect assessments from Owners as follows:

(a) The Owner of each lot is subject to a general annual charge or assessment for the purpose of defraying the costs of maintaining and administering the Common Areas. In addition, the annual charge or assessment shall include all costs incurred or anticipated to be incurred by the Management Committee in performing its duties and discharging its obligations, including, but not limited to, the enforcement of the Second Amended Declaration of Restrictions. Such costs shall include, but not be limited to: payment of taxes, insurance, repair, replacement and additions to the improvements made to the Common Areas, the cost of labor, equipment, materials, management and supervision thereof; and all costs of the Management Committee reasonably incurred in conducting its affairs and enforcing the provisions of this Second Amended Declaration of Restrictions including, but not limited to, reasonable attorneys fees, accounting fees and engineering fees.

(b) Assessments shall 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 30 days after the mailing or personal delivery of the notice.

(e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due 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 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. The Owners of the lot for which assessments remain unpaid after 30 days shall be responsible to reimburse the HHA for all reasonable costs of collection incurred by the Management Committee including, but not limited to, court costs, filing fees and reasonable attorney fees.

(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 releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and reasonable 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 Management Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Management Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Homeowners 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.

(h) Any lien for assessment may be foreclosed by a suit brought by the Management Committee, acting on behalf of the Homeowners Association, in a like manner as the foreclosure of a mortgage on real property.

11. Members of the Management 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 Management Committee. The Homeowners Association shall indemnify and hold the members of the Management 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.

12. Failure of the Homeowners Association or the Management Committee to enforce any provisions contained in this Second Amended Declaration of Restrictions, or any violation thereof, shall not be deemed to be a waiver of the right to do so, or acquiescence in any subsequent violation or violations. If the Management Committee shall fail to discharge its duties under this Amended Declaration of Restrictions within 60 days of written demand by the Town of Lisbon, the Town may discharge the duties of the Management Committee. The reasonable costs incurred by the Town in connection therewith shall be charged to the Owners by adding to each Owner's real estate tax statement a charge equal to such Owner's pro rata share (the same as such Owner's share of annual assessments as provided above) with regard to such costs.

**D. AMENDMENT PROVISIONS**

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. This Second Amended 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. Each lot shall be granted one (1) vote, regardless of the number of Owners of each lot, such that there will be 55 votes representing the 55 lots in the Hanover Hill subdivision.

**E. TERM AND BINDING EFFECT**

This Second Amended Declaration of Restrictions and any amendments shall be in force for a term of 30 years from the date this Second Amended Declaration is recorded. Upon the expiration date of such initial 30 year term or any extended term as provided herein, this Second Amended Declaration shall be automatically extended for a successive term of 10 years, unless prior to the end of the then-current term a Notice of Termination is executed by the Owners of at least ninety percent (90%) of all lots and their Mortgagees and is recorded in the Office of the Register of Deeds of Waukesha County. This Second Amended Declaration shall be binding upon all Owners and any other person claiming under or through Developer.

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