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REGISTER'S OFFICE  
WAUKESHA COUNTY, WISCONSIN

L. 183 JAN 857

SUPPLEMENTARY DECLARATION  
OF  
RESTRICTIONS AND COVENANTS  
FOR PEBBLE VALLEY

1978 FEB -1 PM 2:40

REL 283 PAGE 897

J. Paul J. Kautzinger  
REGISTER OF DEEDSDECLARATION made this 30<sup>TH</sup> day of JANUARY, 1978by RESIDENTIAL DEVELOPMENT GROUP, INC., a Delaware Corporation  
(the Declarant).R E C I T A L S :

A. SIEPMANN INVESTMENT CORP., a corporation, and PEBBLE VALLEY ASSOCIATES, a partnership, (the Developers) caused a certain Declaration of Covenants and Restrictions for Pebble Valley to be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on July 18, 1968 as Document No. 718014, an amendment thereto recorded February 3, 1969 as Document No. 731814 and an amendment thereto recorded November 27, 1973 as Document No. 868610, and an amendment thereto recorded November 19, 1974 as Document No. 898135, and an amendment thereto by the Robino-Ladd Company recorded June 10, 1976 as Document No. 953859, to establish a general plan for the use, occupancy and enjoyment of certain property therein described lying within the property therein referred to as Pebble Valley Subdivision.

B. Said Declaration, as amended (the Declaration), provided that the Developers, their successors and assigns, have the right to bring within the scheme of the Declaration future stages of development of Pebble Valley Subdivision, provided such future stages are in accord with the master plan of development presented to and approved by the City of Waukesha

Common Council on December 19, 1967.

C. The Declarant has acquired from the Developers, and is the owner of the following described property within Pebble Valley Subdivision:

All that part of the Northeast 1/4 and Northwest 1/4 of Section 29, Town 7 North, Range 19 East, City of Waukesha, County of Waukesha, State of Wisconsin, bounded and described as follows:  
Commencing at the Southeast corner of the Northeast 1/4 of said Section 29, (East 1/4 corner); thence North 89° 51' 20" West along the East 1/4 Section line, 1775.00 feet to the West line of University Drive; thence along the West line of University Drive, North 0° 08' 40" East, 330.00 feet; thence along the arc of a curve 407.39 feet, radius of 592.76 feet, center of which lies to the West, and a chord bearing North 19° 32' 40" West, 399.42 feet; thence North 39° 14' West, 140.62 feet; thence along the arc of a curve, 692.98 feet, radius of 919.49 feet, center of which lies to the East and a chord bearing North 17° 38' 56" West, 676.51 feet to the place of beginning of the parcel hereinafter described; thence continuing along the West line of University Drive, 674.86 feet along the arc of a curve, radius of 919.49 feet, center of which lies to the East, and a chord bearing North 24° 58' 04" East, 660.00 feet; thence North 46° 00' East, 130.00 feet; thence North 32° 17' 03" West, 162.45 feet to the Southeast corner of lands described in Volume 864, Page 222, Waukesha County Records; thence North 89° 39' 35" West along the South line of said property, 186.94 feet to the Southwest corner thereof; thence North 0° 20' 25" East, along the West line of said property, 70.90 feet to the South line of property described in Volume 736, Page 17, Waukesha County Records; thence along the South line of said property North 89° 39' 35" West, 342.70 feet; thence South 1° 26' 25" West, 100.00 feet; thence along the arc of a curve, 576.04 feet, radius of 835.56 feet, center of which lies to the West, and a chord bearing South 21° 11' 25" West, 564.70 feet; thence South 49° 03' 35" East, 250.00 feet; thence along the arc of a curve, 288.55 feet, radius of 454.38 feet, center of which lies to the North, and a chord bearing South 67° 15' 09" East, 283.73 feet to the West line of University Drive and the place of beginning.



REC 233 CASE 859

and wishes to add said property (the Additional Property) to the Declaration, subject to the additions and modifications herein set forth.

NOW, THEREFORE, the Declarant hereby declares that the Additional Property is added to the Declaration and the scheme of the covenants and restrictions of the Declaration are extended to the Additional Property, subject to the deletion of Paragraph "B" of the Declaration and the addition in its place of the following:

**B. MULTI-FAMILY AREAS:**

1. All lots are restricted to the erection of duplexes, apartments or town houses.

2. All building plans, exterior design and landscape plans shall be approved by RESIDENTIAL DEVELOPMENT GROUP, INC., a Delaware corporation, or its designated agent, which approval shall not be unreasonably withheld. Approval shall be deemed to have been given if within seven (7) days from submission of the plans, no notice of disapproval has been received in writing by the submitting party.

3. All buildings shall be completed and landscaped within eighteen (18) months from the date construction commences.

4. There shall be installed prior to occupancy of a building one (1) outdoor electric lamp post with photo-electric controls of a design approved by RESIDENTIAL DEVELOPMENT GROUP, INC., or its designated agent, which approval shall not be unreasonably withheld. The lamp post shall be installed in the immediate area of the intersection of the lot line and the driveway as specified by RESIDENTIAL DEVELOPMENT GROUP, INC. or its designated agent.

In the event the lamp post is not maintained in proper operating order, the maintenance shall be performed by the Pebble Valley Maintenance Corporation, and the cost thereof shall be charged back and paid by the lot owner.

Vol 283 PAGE 900

5. Concrete driveways shall be installed and completed on each lot within eighteen (18) months after construction of the building on such lot is commenced.

Notwithstanding anything in the Declaration to the contrary, the lien against any of the Additional Property for or arising out of delinquent assessments shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of a lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Except as herein set forth, the Additional Property shall be subject to all the terms and provisions of the Declaration.

WITNESSETH THE UNDERSIGNED have caused this Amendment to the Declaration to be executed the date first written.

RESIDENTIAL DEVELOPMENT GROUP, INC.

By: Herbert L. Gustafson  
President

BY: Christine J. [Signature]  
Assistant Secretary

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) SS

Personally came before me, this 30th day of January,  
1978, Donald Gerstad, President and Christopher D. Ely,  
Assistant Secretary of the above named corporation, to me known to be  
the persons who executed the foregoing instrument, and to me known to  
be such officers of said corporation, and acknowledged that they  
executed the foregoing instrument as such officers as the deed of  
said corporation, by its authority.

Pamela J. Hernerway  
Notary Public, State of Wisconsin  
My commission expires 5-3-81

This instrument was drafted on behalf of TEPER, FIORENZA, WEISS &  
TEPER, S.C., by Robert A. Teper and Ralph C. Anzivino, Attorneys  
at Law.

