

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

Covenants, conditions and restrictions set forth in Declaration of Conditions, Covenants, Restrictions and Easements, executed by Walter J. Richter and Linda A. Richter, his wife, and Timeon L. Richter, dated February 5, 1975, and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on February 14, 1975, on Reel 109, Image 141, as Document No. 903679, reciting as follows:

"KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Walter J. and Linda A. Richter, his wife, are the owners of the following described premises:

The North 1/2 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 26, Town 8 North, Range 17 East, in the Town of Oconomowoc, County of Waukesha, State of Wisconsin. ALSO a triangular piece of land in the Northeast corner of the South 1/2 of the Southwest 1/4 of Section 26, Town 8 North, Range 17 East, for a right-of-way, the North line of which shall be a line extending West from the Northeast corner of said South 1/2 of said Southwest 1/4, 40 feet, and the East line shall be a line extending South from said Northeast corner, a distance of 20 feet.

Excepting therefrom those parts thereof bounded and described as follows: That part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Town 8 North, Range 17 East, Town of Oconomowoc, City of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 26 thence East along South line of Section 1309.35 feet to the center of Town Road; thence North 00° 30' West on the center line of Town Road, 300.00 feet; thence West 1309.35 feet to South 1/4 line; thence South 00° 30' East on the South 1/4 line, 300.00 feet to the place of beginning; and that part of the Southwest 1/4 Section 26, Town 8 North, Range 17 East, Town of Oconomowoc, bounded and described as follows, to-wit:

Commencing at the Northwest corner of said Southwest 1/4 of said Section 26; running thence East on and along the North line of said Southwest 1/4 of Section 26, 185.00 feet to a point; thence South and parallel with the West line of said Southwest 1/4 of Section 26, 235.00 feet to a point; thence West and parallel with the North line of said Southwest 1/4 of Section 26, 185.00 feet to a point in the West line of said Southwest 1/4 of Section 26; thence North on and along said West Section line, 235.00 feet to the place of beginning; and that part of the Southwest 1/4 of Section 26, Town 8 North, Range 17 East, Town of Oconomowoc, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the West 1/4 corner of Section 26; thence South along the West line of said Section, 235.00 feet to the place of beginning of the parcel herein described; thence South 1077.70 feet to the 1/8 line; thence South 89° 45' 15" East along said 1/8 line 475.00 feet; thence North 1311.40 feet to the East-West 1/4 line; thence North 89° 36' West along said 1/4 line 290.00 feet; thence South 235.00 feet along the W.E.P. Co. R.O.W. 235.00 feet; thence North 89° 36' West along the South line of W.E.P. Co. lands 185.00 feet to the place of beginning.

AND, WHEREAS, Timeon L. Richter is the owner of the following described premises:

The Northwest 1/4 of the Southeast 1/4 of Section 26, Town 8 North, Range 17 East, on the Town of Oconomowoc, County of Waukesha, State of Wisconsin.

Excepting therefrom that part thereof conveyed to Earl W. Reimer, Jr. and Beverly M. Reimer, his wife, by Warranty Deed dated May 20, 1959 and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on September 22, 1959 in Volume 824 of Deeds on page 286, as Document No. 509012, described as follows: All that part of the Northwest 1/4 of the Southeast 1/4 of Section 26, Town 8 North, Range 17 East, Town of Oconomowoc, County of Waukesha, State of Wisconsin, bounded and described as follows, to-wit: Commencing at a 1" iron pipe set at the center of said Section and running thence due East along the North line of said Southeast 1/4 and the centerline of Lake Drive 212.00 feet to the point of beginning; thence continuing due East along said line 150.00 feet to a point; thence due South 320.40 feet to a point; thence due West 150.00 feet to a point; thence due North 320.40 feet to a point of beginning.

ALSO excepting therefrom a parcel of land in the Southeast 1/4 of Section 26, Town 8 North, Range 17 East, Town of Oconomowoc, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the South 1/4 corner of said Section 26, Town 8 North, Range 17 East; thence North 0° 03' 50" West, along the North-South 1/4 line of said Town 8 North, Range 17 East, Town of Oconomowoc, County of Waukesha, State of Wisconsin, bounded and described as follows 2296.65 feet to the place of beginning: thence continuing North 0° 03' 50" West, along the North-South 1/4 line, 320.41 feet to the center of Section 26, Town 8 North, Range 17 East; thence South 89° 41' 50" East, along the East-West 1/4 line, 212.00 feet; thence South 0° 18' 10" West, 320.41 feet; thence North 89° 41' 50" West, parallel to said East-West 1/4 line, 209.95 feet to the place of beginning.

All of which is to be sub-divided as part of a planned unit development called Misty Meadows.

AND WHEREAS, the undersigned owners desire to impose certain restrictive covenants on the land above described for the purpose of providing harmonious development and preserving the natural beauty of said real estate, and to govern the use and development of the out lots for the common enjoyment of homeowners in the plat.

NOW THEREFORE, the undersigned do hereby covenant and declare that the following restrictions shall apply to all land within said subdivision, and that the same is incorporated by reference in all deeds and conveyances executed by the undersigned conveying land in said subdivision, and in all subsequent conveyances thereof by other persons, and that these restrictions and covenants shall run with the land and be binding on all parties owning said land for the period of twenty-five (25) years from the date of recording of this instrument, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the owners of the lots in said plat has been recorded agreeing to change or terminate these provisions in whole or in part.

I. ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line under applicable ordinances unless similarly approved.

II. MEMBERSHIP IN COMMITTEE

The Architectural Control Committee shall be composed as provided in the Articles of Incorporation and By-Laws of Misty Meadows North Homes Association, Inc., and exercise the powers and duties set forth therein.

III. COMMITTEE PROCEDURE

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 plans and specifications within thirty (30) days after submission, approval will be presumed and property owner may commence building.

IV. ENFORCEMENT

If any part of this declaration is violated, it shall be lawful for Misty Meadows North Homes Association, Inc., and, should it refuse to act within thirty (30) days after written demand, then for any other person owning real property subject to the provisions of this declaration, or the Municipality in which the land is located, to prosecute any proceedings in law or in equity by injunction or otherwise against the persons violating, or attempting to violate, these covenants, and to prevent him or them from doing so, or to recover damages for such violation, which such damages if recovered shall belong to Misty Meadows North Homes Association, Inc. This provision for enforcement shall also be applied where violation is threatened, contemplated or imminent, and it shall not be necessary for the violation to have actually occurred before the remedies herein provided can be applied.

V. SEVERABILITY

If any part of this Declaration of Conditions, Covenants, Restrictions and Easements shall be held invalid or unconstitutional, such decision shall not affect the validity of any other part hereof.

VI. BUILDING SITE

A building site shall mean one or more lots in the subdivision, as recorded, on which there is one single family residence or which shall qualify for such use, or a duplex, where permitted.

VII. ASSESSMENT BY TOWNSHIP

In the event the Town of Oconomowoc shall at any future date assume the maintenance of the open space (as platted), (out lots) either at the request of the Misty Meadows North Homes Association, Inc., or because said Association is not maintaining said open space to the satisfaction of the Town of Oconomowoc, the Town of Oconomowoc shall have the power and authority to levy and collect a special assessment annually from each building site in the subdivision for the cost of the operation and maintenance of the open space within Misty Meadows North Subdivision and Misty Meadows Addition No. 2. For these purposes the Subdivision shall constitute an assessment district, and there shall be no limitations as to the amount of these assessments provided they shall not exceed the actual cost thereof.

VIII. CHARGES, ASSESSMENTS AND SPECIAL ASSESSMENTS AND LIEN

All building sites in the above plat shall be subject to a general annual charge or assessment as determined by the Board of Directors of Misty Meadows North Homes Association, Inc., for the purpose as described in the Articles of Incorporation and By-Laws of Misty Meadows North Homes Association, Inc., and at the times therein specified and with those penalties therein provided for, from time to time, including those rights and powers as provided in Section ~~289.70~~ (was renumbered in 1979) to 779.70 of the Wisconsin Statutes (refer to page 8 of the By-Laws). The amount of such assessment shall be limited only by actual costs. If such charges are not paid when due, the party obligated shall pay in addition to the amount of such lien and interest, the costs of collection, and a reasonable amount of attorneys fees incurred for such collection. **Amended on 03/29/11 (in bold): A late payment penalty of \$50 plus interest at the rate of 18% per annum will be assessed, in addition to the cost of collection, including reasonable attorney's fees incurred for such collection as permitted by the Association's By-Laws and the recorded Declaration of Conditions, Covenants, Restrictions and Easements.**

IX. LAND USE AND BUILDING TYPE

No lot shall be used for other than residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot other than a single-family or two-family dwelling unit. No building shall exceed two stories in height, and no private garage shall be for more than three automobiles per dwelling unit (two automobiles in the case of two-family dwelling units.) **Amended on 01/10/79 (in bold): Each lot shall be allowed one (1) constructed storage shed as restricted in SECTION XI.** Two-family or duplex units may be built on all lots, which are adjacent to or face upon the commercial property lying immediately West of this subdivision. This does not apply to out lots.

X. QUALITY AND SIZE OF STRUCTURES

The ground floor area of single family dwellings, exclusive of open porches, garages and breezeways, shall be not less than 1600 square feet exterior measurements for one story dwellings, nor less than 900 square feet for two story dwellings. For duplexes, the total square foot area, exclusive of open porches, garages and breezeways, shall be not less than 1400 square feet for each unit and if of two stories, the ground floor area be not less than 700 square feet.

XI. GARAGES

Each dwelling unit shall have at least a ~~one-car garage~~ two-car garage (Amended 01/10/1979) of at least 576 square feet and not more than a three-car garage (except in the case of two-family dwellings as hereinbefore set forth.) Each garage shall provide at least 288 square feet for each automobile to be parked therein. No truck or bus may be parked on the premises outside of a garage other than for delivery purposes, and motor homes, trailers, campers and similar vehicles shall be kept in a garage when not in use, except that this provision may be varied with and upon the approval of the Architectural Control Committee. **Amended on 01/10/79 (in bold): Each dwelling unit shall be allowed one (1) constructed building, hereafter referred to as an outbuilding. The outbuilding shall not be a metal fabricated shed nor be of block construction. The floor area of the outbuilding shall not be less than 90 square feet nor more than 200 square feet. Its height is not to exceed 10 feet. The replacement of the outbuilding shall meet the setback requirements stated in Section XII below in addition to a ten (10) feet minimum offset from the house, garage, septic field or drywell. The outside appearance of the outbuilding shall conform with the existing house on the property. Plans for the construction and the location of an outbuilding must be submitted to and approved by the Architectural Control Committee.**

XII. STRUCTURE SETBACKS

No structure shall be erected in this subdivision which is less than fifty (50) feet from the front property line, less than twenty (20) feet from a side property line, or less than thirty-five (35) feet from the rear property line, except street signs and street lamps.

XIII. LOT SIZE

All dwellings or duplexes must be constructed on lots as platted or combinations of two or more lots and in compliance with applicable zoning regulations.

XIV. NUISANCES

No noxious or offensive trade, business, or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Enforcement of this provision shall be either by suit to enjoin such activity, or any other applicable legal remedy.

XV. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings, shall be used on any lot at any time as a residence, either temporarily or permanently.

XVI. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XVII. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or one of each or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

XVIII. SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Wisconsin and the Town of Oconomowoc. Approval of such system as installed shall be obtained from such authority and approval as to position of the sewage system must be obtained from the Town of Oconomowoc authority and that said sewage disposal facility shall be located only in areas on said lot approved by said building inspector.

XIX. INTERPRETATION

The within provisions are to be interpreted and applied in conjunction with the Articles of Incorporation and By-Laws of Misty Meadows North Homes Association, Inc., a non-profit Wisconsin Corporation organized for the purposes stated in its Articles of Incorporation for the benefit of the owners of land in this plat. If any portion of these Conditions, Covenants, Restrictions and Easements is declared to be unlawful for any reason whatsoever, it shall be declared to be severable from the

remainder hereof and shall not in any way cause the remaining Conditions, Covenants, Restrictions, and Easements to become or to be declared invalid.

XX. OWNERSHIP OF COMMON AREAS AND MEMBERSHIP IN MISTY MEADOWS NORTH HOMES ASSOCIATION, INC.

The common areas shown on the plat of Misty Meadows North, and Misty Meadows Addition No.2 and designated as out lots are to be owned by Misty Meadows North Homes Association, Inc. Owners of lots in this subdivision are by virtue of such ownership, members of such Association as defined in the Articles and By-Laws and entitle to the rights therein conferred and by acceptance of title to such lot obligated to comply with the requirements thereof.

XXI. USE OF OUTLOTS

The out lots in this plat are intended for the common use and enjoyment of all lot owners in the plat, for such uses as private walks, bicycle paths, recreational park areas and plantings and such other uses as the Board of Directors of Misty Meadows North Homes Association, Inc. or any successor corporation shall approve.

XXII. ADDITIONS TO PLAT

The provisions of the Declaration and the Articles and By-Laws of Misty Meadows North Homes Association, Inc. shall apply not only to the land presently platted as Misty Meadows Addition No. 2, and Misty Meadows North, where if the same are platted but also to the additional contiguous land owned by Walter J. and Linda A. Richter as well as any other member of the Richter family and which is included in the preliminary plat of Misty Meadows Addition No. 2 when and as the same are platted."