

rec 12/14/90
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DECLARATION OF RESTRICTIONS
FOR
HAWKSNEST SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS; that PEBBLE VALLEY ASSOCIATES is a partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Brookfield, Wisconsin (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of Hawksnest, being a Subdivision of part of the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 10, and part of the Northwest Quarter (NW 1/4), Northeast Quarter (NE 1/4), Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 15, Township 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, (herein referred to as "Hawksnest") and intending to establish a general plan for the use, occupancy and enjoyment of Hawksnest, does hereby declare for the mutual benefit of present and future owners of lands in Hawksnest and any future stages of development added as provided in Section C, below (herein referred to individually as "Owner" and collectively as "Owners"), that Hawksnest shall be subject to the following restrictions:

A. BUILDING AND USE RESTRICTIONS

1. All lots are restricted to the erection of a one story, story and one-half, two story or split level single family residence building with a minimum square footage of living space (without regard for basement level areas) of three thousand (3000) square feet, and with an attached garage which will accommodate at least two cars.

2. Only one residence building may be erected on a lot.

3. The garage must be attached to the residence, directly or by breezeway, or built into the basement of the residence and must be constructed with the residence. Garage entrances must be on the side of the building unless Developer grants an exception. All driveways must be paved.

4. All homes and appurtenant structures in Hawksnest shall be of a traditional design such as those commonly referred to as Early American, Cape Cod, English Tudor, French Manor, Georgian, and the like. The design of each home shall be subject to Developer's approval in accordance with Paragraph A.9, below. In granting such approval, Developer may, in its sole discretion, permit portions of the structure (such as sun rooms, green houses and window areas) which are not historically based, if their appearance is reasonably compatible with the traditional styles of architecture permitted in Hawksnest. Any subsequent

remodeling or renovation shall comply with the design standards set forth herein.

5. Owner and all contractors and subcontractors shall comply with the erosion control plan requirements set forth in the attached Exhibit A.

6. The exterior walls of the home and attached garage must be constructed of structural face brick, stucco or stone, wood or other natural materials. Manufactured siding materials such as pressed board, masonite, plywood, vinyl, aluminum or steel are not permitted. Stucatto board is acceptable if no seams are exposed. Any exposed basement or foundation wall must be covered with face brick, stone or stucco. Chimneys shall be constructed of structural masonry materials. All roof areas having an appropriate pitch shall be covered with wood shakes; provided, however, Developer shall have the right to approve other roofing materials if they are of comparable quality or better suited to the approved building design.

7. The residence, attached garage, landscaping and paved driveway must be completed within one (1) year from the start of construction.

8. All structures shall be constructed within the building envelopes and conform to the setback restrictions set forth in the Plat of Hawksnest.

9. All building plans, the exterior design and color of each building to be constructed, and all yard grades and stake

out surveys must be approved by Developer in writing prior to application for a building permit. In addition, basic site features such as fences, decks, inground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect of Hawksnest are subject to the prior written approval of Developer. Developer's approval shall be based upon the building and use restrictions contained in this Section A and such guidelines as may be adopted from time-to-time by Developer. Developer may withhold exterior design approval if the design is too similar in appearance to others in close proximity.

10. In lieu of public street lights, there shall be installed in a location designated by the Developer at the time of construction of a residence building on a lot, one outdoor electric lamppost with photoelectric controls with no override switch. The design of the lamppost shall be subject to the approval of the Developer. The lamppost shall be maintained by the lot Owner in proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by the Hawksnest Home Owner's Association, created pursuant to Section B, below, and the cost of such maintenance shall be an assessment against the lot Owner, payable within ten (10) days after the date of the assessment.

11. The design and location of each mail box/newspaper box shall be subject to the approval of Developer.

12. There shall be no outside storage of boats, trailers, buses, commercial trucks, campers or other vehicles or items deemed to be unsightly by the Developer.

13. There shall be no garden or other out buildings, above ground swimming pools or satellite dish antennas having a diameter in excess of twenty-four (24) inches. No antenna or satellite dish shall be visible from any roadway or neighboring lot.

14. Developer shall have the right to modify the building and use restrictions contained in this Section A with respect to Lot 11 because of its location within Hawksnest.

15. Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Developer for all costs and expenses, including attorney's fees, incurred by Developer in enforcing the restrictions contained in this Section A. The foregoing shall be in addition to any other rights or remedies which may be available to Developer.

B. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the Owners of lands in Hawksnest and all future stages of development added as provided in Section C, below, is hereby created for purposes of owning, managing and controlling the Common Areas (as defined below) and performing its other duties as set forth herein for the common benefit of

the Owners. The Association shall be known as "Hawksnest Homeowners Association."

2. The term "Common Areas" shall include the following areas of Hawksnest and any future stages of development added in accordance with Section C, below.

(a) All outlots, conservancy areas, recreational areas and common areas owned by the Association or Developer and shown on the Plats or Certified Survey Maps of the lands subject to this Declaration.

(b) The area of easements granted to the Association by Developer over portions of the lands subject to this Declaration.

(c) The grass area and any fencing and landscaping contained within the public rights-of-way of any public roadway adjacent to the lands subject to this Declaration.

(d) All landscaped courts and boulevards contained within the dedicated streets in the lands subject to this Declaration.

Any portion of the Common Area within the public street right-of-way may only be improved with the consent of the appropriate public authorities.

3. The Association shall be governed by a three-member Committee, hereinafter referred to as the "Committee," which shall be solely responsible for the activities of the

Association. The initial members of the Committee shall be Ronald P. Siepman, James P. Siepman and Charles B. Schiereck.

4. To qualify as a member of the Committee, a person must be either an Owner or a duly designated officer or representative of an Owner.

5. The initial term of the Committee shall commence on the date of recording of this Declaration and shall continue until two (2) calendar years after the year in which Declarant first no longer owns seventy-five percent (75%) of the lots then subject to this Declaration. During such initial term Declarant shall have the right to appoint, remove or replace all three members of the Committee. Declarant may relinquish or reassert all or any part of such right at any time or times during such initial term.

6. Subject to the rights of Declarant as provided in Paragraph B.5, above, each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners of lots shall have one (1) vote for each lot owned.

7. After the initial term as provided in Paragraph B.5, above, the term of office of members of the Committee shall be for two (2) calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election.

8. All meetings of the Committee shall be open to Owners and held upon no less than three (3) days prior written notice to all of the Owners. Two (2) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

9. The Committee shall have the following duties:

(a) To provide for the control and maintenance of the lands and improvements in the Common Areas;

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

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

(d) To enforce the provisions of this Section B.

10. The Committee shall have the following powers:

(a) To take such actions as may be necessary to cause the Common Area to be used, improved, 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 purposes of discharging its duties and responsibilities hereunder; and

(c) To levy and collect assessments in accordance with the provisions of Paragraph B.11, below.

11. The Committee shall levy and collect assessments in accordance with the following: