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**DECLARATION OF RESTRICTIONS
FOR
LONGMEADOW SUBDIVISION**

Longmeadow

DECLARATION OF RESTRICTIONS AND COVENANTS

TABLE OF CONTENTS

	Page
Section A. General Purpose	3
Section B. Building Restrictions	4
1. through 5. Minimum Size	4
6. Garages	4
7. Building materials	4
8. Roofs	5
9. Lawns, driveways	5
10. One residence per lot	5
11. Setbacks	5
12. Outside parking	5
13. Maintenance of right-of-way	5
14. Approval of plans	5
15. Fences, gazebos, retaining walls, playground equipment	6
16. Postlamps	6
17. Mailboxes	7
18. Antennas, swimming pools	7
19. Modifications and variances	7
20. Grading and drainage	7,8
21. Erosion controls	8
22. Restoration of disturbed areas	8,9
23. Liability for pavement damage	9
24. Liability for violations	9
Section C. Owners Association	9
1. Names and purpose	9
2. Common areas	9,10
3. Use of common areas	11
4. Ownership of common areas	11
5. Association duties	11,12
6. Association powers	12
7. Assessments	12,13,14
8. Hold harmless	14
9. No waiver of violations	14
10. Additional improvements to common areas	14
11. Failure to perform	14
12. Dissolution	14
Section D. Amendment	15
Section E. Stormwater Management	15
1. Responsible parties	15
2. Maintenance	15
3. Inspection by city	15
4. Maintenance requirements	15
5. Corrective action required	16
6. Special assessment	16

7. No swimming; indemnification	16
Section F. Reservation of right to grant easements	17
Section G. Parade of Homes	17
Section H. Severability	18
Section I. Duration of Restrictions	18

DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

LONGMEADOW SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS; that LONGMEADOW DEVELOPMENT, LLC is a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein referred to as the "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of LONGMEADOW, being a subdivision of part of the NE ¼ and SE ¼ of the SE ¼ of Section 28, Town 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin, (herein referred to as "LONGMEADOW") and intends to establish a general plan for the use, occupancy and enjoyment of LONGMEADOW, and in furtherance of the general purpose set forth in Section A, below, does hereby declare for the mutual benefit of present and future owners of lands in LONGMEADOW (herein referred to individually as "Owner" and collectively as "Owners"), that LONGMEADOW shall be subject to the following restrictions.

A. GENERAL PURPOSE

The general purpose of this Declaration is to promote the harmonious development of LONGMEADOW into a residential district of the highest quality while protecting the natural beauty and quality of the environment. In addition, this Declaration is to help insure that LONGMEADOW will become and remain an attractive community; to preserve the open space within LONGMEADOW; to guard against the erection therein of poorly designed or proportioned structures; to obtain harmonious use of materials; to insure the highest and best residential development of the property; to encourage and secure the erection of attractive homes in appropriate locations on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for high quality improvements while remaining sensitive to preserving the natural environment and thereby maintain and enhance the value of investments made by purchasers of properties in LONGMEADOW.

B. **BUILDING RESTRICTIONS**

1. All lots in LONGMEADOW are restricted to the erection of a one story, story and one-half, or two story single family residence building with a minimum square footage of living space (without regard for basement level areas) as specified in Paragraphs B.2 through B.5, below, and with an attached garage.

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 two floors.

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

5. A tri-level residence shall have a minimum of 2000 square feet on the upper two floors.

6. The garage must be attached to the residence directly or by breezeway, or built into the basement of the residence and must be constructed at the same time as the residence. The garage must accommodate at least 2 cars. The maximum size of the garage shall conform to City of Oconomowoc (hereinafter referred to as the "City") ordinances.

7. The exterior walls of the residence and attached garage must be constructed of brick, stone, stucco, solid wood siding, Hardiplank siding, or their equivalents. Certain artificial stone products may be allowed if specifically approved by Developer. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted, except on soffits. Soffits, but not fascias, may be made of the siding materials permitted above and aluminum or vinyl. Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the walls above.

8. All two-story and story and one-half residence roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers on a story and one-half residence. All one-story residence roofs shall have a minimum pitch of ten feet in height for each twelve

feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by Developer. All roofs having an appropriate pitch shall be covered with either wood shakes or textured dimensional shingles in a "weatherwood" color.

9. The residence with attached garage, a sodded or seeded lawn and a driveway paved with concrete, asphalt or brick must be completed within one year of the start of construction.

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

11. The minimum setback from any abutting street right-of-way is 25 feet. The minimum side yard offset is 10 feet for a one-story home and 12 feet for a two-story home. The total of both side yards shall be at least 25 feet for a one-story home and at least 30 feet for a two-story home. The minimum rear yard is 25 feet.

12. There shall be no outside parking of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles or items deemed to be unsightly by the Developer or the LONGMEADOW Homeowners Association Inc., created pursuant to Section C, below.

13. Each Owner shall perform such periodic maintenance of its lot, including the adjoining public right-of-way area up to the edge of the road pavement, as may be necessary to keep the lot neat and clean in appearance, including, without limitation, the mowing of grass and removal of weeds and unsightly debris.

14. All building plans and the exterior design of each building to be constructed, added to or modified and all yard grades and stakeout surveys must be approved by Developer in writing prior to application for a building permit. Developer's approval shall be based upon the building and use restrictions contained in this Section B and the Guidelines for Plan Approval for LONGMEADOW Subdivision as may be adopted from time-to-time by Developer and which Owner shall obtain from Developer prior to submitting plans to Developer for approval. Developer may withhold exterior design approval if the design is too similar in appearance to others in close proximity.

15. Basic site features such as fences (which shall be of a decorative style; in no event will chain link fences, privacy fences or fences which enclose an entire yard be allowed), decks (which shall only be constructed of wood or certain artificial wood products if specifically approved in writing by Developer), gazebos, pool houses, swimming pools (which must be in-ground), retaining walls (which shall only be constructed of natural stone, wood timbers or certain artificial stone products if specifically approved in writing by Developer), berms more than 3 feet in height and other temporary or permanent structures or elements contributing significantly to the total environmental effect of LONGMEADOW 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 B and the Guidelines for Plan Approval referred to in paragraph B.14, above. Children's outdoor playground equipment and play structures shall be allowed provided that any part of such equipment or structure that is an enclosure must be approved in writing by Developer prior to installation. Dog kennels are allowed provided that they are located immediately behind the house or garage with any fences screened from view by adequate landscaping. Following such time that a principal residence has been constructed upon each lot in LONGMEADOW, Developer may, but shall not be obligated to, delegate to the LONGMEADOW Homeowners Association, Inc. the approval authority contained in this Paragraph 15. Such approval authority, if delegated, shall exclude the authority to approve additions or modifications to buildings constructed in LONGMEADOW. Such additions and modifications shall remain subject to the prior written approval of Developer. To be effective, notice of such delegation shall be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

16. At the time of construction of a residence the Owner shall install at a location designated by Developer, one outdoor electric post lamp with an unswitched photoelectric control. The design of the post lamp shall be uniform throughout LONGMEADOW and subject to the approval of Developer. The Owner shall maintain the post lamp in a proper operating manner. If the post lamp is not so maintained, and the condition has not been rectified by the Owner within 15 days after receipt of a notice from the LONGMEADOW Homeowners Association, Inc. specifying the violations of this Paragraph 16, the Owner shall be subject to a penalty of not more than \$10.00 per day from the date of notice until the date the condition has been rectified. The penalty shall be assessed against the Owner and, if not paid, will be enforced as provided in Paragraphs C.7(e), C.7(f), and C.7(h), below.

17. The design and location of each mailbox/newspaper box shall be uniform throughout LONGMEADOW and subject to approval of Developer.

18. There shall be no satellite dish antennas having a diameter in excess of 24 inches, no outbuildings and no above-ground swimming pools. No antenna or satellite dish shall be mounted or installed on any roof. Any antenna or satellite dish should, if possible without interfering with reception, be placed and screened so as to minimize its visibility from roadways and neighboring lots. All swimming pool related pump, heater and filter equipment must be concealed in an enclosure located next to the home or attached garage to minimize the noise and visibility to adjoining properties. A different location (with proper screening) may be allowed in special circumstances if approved in writing by Developer.

19. Developer, and no other, shall have the right and authority to modify the Building and Use Restrictions or to permit variances from the application thereof, if, in its opinion, the modification or variance is consistent and compatible with the overall scheme of development of LONGMEADOW, provided that no such modification shall be in violation of local ordinances, or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of Developer, and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as preventing Developer from requiring at any time, and from time to time, strict compliance with the Building and Use Restrictions, or (ii) as entitling any person to a modification or variance not approved and granted in writing by Developer.

20. Each Owner must adhere to and finish grade its lot in accordance with the Master Grading Plan or any amendment thereto approved by the City Engineer on file in the office of the City Clerk. Developer and/or the City and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance and correction of any drainage condition, and the Owner is responsible for cost of the same. Each Owner, at the time of home construction, shall also be responsible for grading its lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage on to neighboring property. This shall be