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REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS  
FOR  
LOST CREEK SUBDIVISION**

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN DEVELOPMENT COMPANY is a partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of Lost Creek Subdivision, being a subdivision of part of the NW. 1/4 and SW. 1/4 of the SW. 1/4, Sec., 12, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, (herein referred to as "Lost Creek") intending to establish a general plan for the use, occupancy and enjoyment of Lost Creek, 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 Lost Creek and any future stages of development added as provided in Section D, below (herein referred to individually as "Owner" and collectively as "Owners"), that Lost Creek shall be subject to the following restrictions:

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**A. GENERAL PURPOSE**

The general purpose of this Declaration is to promote the harmonious development of Lost Creek 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 Lost Creek will become and remain an attractive community; to preserve the open space within Lost Creek; 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 within 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 Lost Creek.

**B. BUILDING RESTRICTIONS**

1. All lots in Lost Creek 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) of two thousand five hundred (2,500) square feet, and with an attached garage which will accommodate at least two cars.

2. 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. The maximum size of the garage shall conform to Town of Delafield (hereinafter referred to as the "Town") ordinances. Garage entrances must be on the side of the building.

3. All homes and appurtenant structures in Lost Creek shall be based upon 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 B. 10, below. In granting such approval, Developer may, in its sole discretion, permit home designs ranging from rustic or primitive Early American or European designs to contemporized versions thereof, provided their appearance and massing are reasonably compatible with the

traditional styles of architecture permitted in Lost Creek. Any subsequent remodeling or renovation shall comply with the design standards set forth herein.

4. The exterior walls of the residence and attached garage must be constructed of brick, stone, stucco, wood siding, (which includes only solid wood or wood waferboard products of the type and quality of the innerseal lap siding product manufactured by Louisiana Pacific Corporation on the date hereof) or other natural materials. Siding materials such as aluminum, vinyl, steel, pressed board, masonite or plywood will not be permitted. 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.

5. 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.

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

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

8. The minimum setback from any abutting street right-of-way is 50 feet. Side yard and rear yard setbacks shall conform to the Town ordinances.

9. There shall be no outside storage of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles or items deemed to be unsightly by the Developer or the Lost Creek Homeowners Association, created pursuant to Section C, below.

10. All building plans and the exterior design of each building to be constructed, and all yard grades and stakeout 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 Lost Creek 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 for Lost Creek Subdivision 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. Following such time that a principal residence has been constructed upon each lot in Lost Creek, Developer may, but shall not be obligated to, delegate to the Lost Creek Homeowners Association Committee the approval authority contained in this Paragraph 10. To be effective, notice of such delegation shall be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

11. At the time of construction of a residence the Owner shall install at a location designated by Developer, one outdoor electric postlamp with an unswitched photo-electric control. The design of the postlamp shall be subject to the approval of the Developer. The postlamp shall be maintained by the Owner in a proper operating manner. If the postlamp is not so maintained, maintenance shall be performed by the Lost Creek

Homeowner's Association, and the cost of such maintenance shall be an assessment against the Owner, payable within 10 days after the date of the assessment.

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

13. 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 visible from any roadway or neighboring lot. All swimming pool related pump, heater and filter equipment must be concealed in an enclosure to minimize noise and visibility.

14. The Developer, and no other, shall have the right and authority to modify the Building and Use Restrictions or to permit variances from application thereof, if in its opinion, the modification or variance is consistent and compatible with the overall scheme of development of Lost Creek, 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 the Developer, and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as preventing the 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 the developer.

15. Each Owner must strictly adhere to and finish grade its lot in accordance with the Master Grading Plan or any amendment thereto approved by the Town Engineer on file in the office of the Developer's Engineer. The Developer and/or

the Town 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 their lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage on to neighboring property. In addition, at the time of construction, erosion control measures shall be installed and maintained according to the standards and specifications set forth in the Wisconsin Construction Site Best Management Practices Handbook and/or local ordinances.

16. The plat of Lost Creek establishes drainage easements over a portion of Lots 12, 13, 18 and 19. These drainage easement areas shall be maintained by the Owner 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 the Town. Should the Town determine that deficiencies exist in the maintenance of these easement areas and that the public interest requires compliance, the Town shall give written notice of the deficiencies to the Owner. If the Owner does not rectify the deficiencies within the time specified in the notice, the Town, its agents and employees shall have the right to enter upon the property to rectify the conditions. The cost of such work shall be billed to the Owner. The Town shall have the right to enforce collection of such amounts by placing them on the tax roll as an unpaid special charge against the responsible Owner.

17. Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorneys' fees, incurred by Developer or the Association in enforcing

the restrictions contained in this Section B. The foregoing shall be in addition to any other rights or remedies which may be available to Developer and the Association.

C. **OWNERS ASSOCIATION**

1. An unincorporated association (herein referred to as the "Association") of the Owners of land in Lost Creek and all future stages of development as provided in Section D, below (herein referred to individually as "Owner" and collectively as "Owners"), is hereby created for purposes of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "Lost Creek Homeowners Association".

2. The term "Common Area" shall include the following areas, plus any additional areas which may be added in accordance with Section D.

(a) Outlots 1, 2 and 3 of Lost Creek.

(b) The grass area and any fencing and landscaping contained within the public right-of-way of North Shore Drive, Lakeside Road and Hillcrest Drive.

(c) All landscaped courts and boulevards contained within the dedicated streets in Lost Creek. Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the Town and other appropriate public authorities. Consent to any such improvement shall not be considered or construed as an assumption of liability or responsibility for maintenance, nor shall such consent relieve the Association and/or the Owners of duties to maintain such improvements.

3. Each lot shall have an appurtenant undivided fractional interest in the Common Area outlots (including added future stages), the numerator of which shall be