

DECLARATION OF RESTRICTIONS
FOR
SPRINGBROOK ADDITION NO. 3

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, BIELINSKI BROS. BUILDERS, INC., a Wisconsin corporation, hereinafter known as Developer, being the owner of the property known as:

Springbrook Addition No. 3, being a subdivision of part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

In order to maintain harmony of appearance, protect property values, and develop the lands above described to a residential district of the highest class and character, and for the protection of the buyers of lots in said Subdivision, Developer does hereby declare and provide that said lands described above shall be subject to the following restrictions, covenants and conditions, to-wit:

ARTICLE I GENERAL PURPOSE

The purpose of this declaration is to ensure the best use and most appropriate development and improvement of each building site to protect owners of building sites against such use of surrounding building sites as will detract from the value of their property; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to encourage and secure the erection of attractive homes with appropriate placement on building sites; to secure and maintain proper setbacks from street and adequate spaces between structures; and in general, to provide adequately for a high type and quality of improvement in said property, and thereby to preserve and enhance investments made by purchasers of building sites therein.

ARTICLE II SINGLE-FAMILY LOTS

All lots shall be used for single family residential purposes, as designated on the plat of Springbrook Addition No. 3. No model homes and/or spec homes, for show, display, or for sale will be allowed within the subdivision without the written permission of the Developer.

ARTICLE III SIZE OF RESIDENCE

All dwellings shall have the following schedule of area, exclusive of porches, garages, patios, breezeways and similar additions, to-wit:

- A. ONE-STORY BUILDING (RANCH) - not less than 1,600 square feet;
- B. ONE AND ONE-HALF - not less than 2,000 square feet;
- C. TWO STORY BUILDING - not less than 2,000 square feet;
- D. TRI-LEVEL BUILDING - not less than 1,800 square feet.

ARTICLE IV SETBACK REQUIREMENTS

A. FRONT YARD. Front yard setbacks shall be thirty (30) feet, whenever possible; Developer reserves the right to require greater setbacks and lesser setbacks with a twenty-five (25) feet minimum, if necessary.

B. REAR YARD. Rear yard set backs shall be forty (40) feet or the minimum required by the City of Waukesha, provided however, the rear yard set back may be twenty (20) feet if the side yard is forty (40) feet.

C. SIDE YARD. Side yard setbacks shall be as follows:

- (1) One-Story Building: Eight (8) feet minimum on any one side, with twenty (20) feet total on the two sides;
- (2) More than One-Story Building with Garage on one Side: Eight (8) feet minimum on the garage side, with twenty (20) feet total of the two sides.

No building shall be constructed closer than 20 feet to any other principal building, except that the space between principal buildings may be reduced to 16 feet if an attached garage is constructed between the two structures.

ARTICLE V ARCHITECTURAL APPROVAL

The Architectural Control Committee must give its written approval prior to construction, change or alteration of any of the following:

- A. Buildings.
- B. Fences.
- C. Signs.
- D. Walls.
- E. Swimming Pools.
- F. Storage Buildings.
- G. Dog Kennels.
- H. Other structures of any kind or character.

GRADE ELEVATION. No lot grade elevation shall be created, changed, or altered without the written approval of the Architectural Control Committee.

SUBMISSION OF PLANS AND SPECIFICATIONS. Complete plans, specifications, color selections and stakeout survey shall be submitted in duplicate to the Architectural Control Committee. Such Architectural Control Committee shall have the right to refuse to approve any such plans and specifications which, in its opinion, are not desirable for aesthetic or for any other reasons, and in passing upon such plans and specifications the Architectural Control Committee shall have the right to establish the grade and take into consideration the suitability of the proposed building or other structure in relationship to its location and in relationship to other existing structures; the effect of the proposed structure upon the value of other structures in the Subdivision and other lots in the Subdivision; the materials of which it is to be built; the site upon which it is proposed to be erected; the harmony of the design and exterior colors thereof with surrounding building; the view and outlook from adjacent property, and any and all other considerations which may affect or influence the Architectural Control Committee in attempting to comply with the purposes hereinabove set forth. Such Architectural Control Committee shall have the right to waive infractions or deviations which, in the opinion of the Architectural Control Committee may cause undue hardship. The Architectural Control Committee may grant variances from such minimum requirements herein as to size or location not to exceed ten percent (10%) and not in violation of the City Ordinances as then in effect, in such cases as in the opinion of the Committee the essence and spirit of these covenants will be promoted thereby. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control

Committee fails to approve or disapprove within thirty (30) days after duplicate plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as required by this paragraph only; all other provisions of these restrictions to have full force and effect. Action by said Architectural Control Committee shall be final and conclusive as to persons then or thereafter owning lands in said Subdivision.

MEMBERSHIP. So long as the Developer, or his assigns, shall own any lots in Springbrook Addition No. 3, the authority and functions of the Architectural Control Committee shall be lodged in and exercised by such persons as may be appointed for that purpose by Developer, or his assigns, with the right of Developer to revoke such appointment and to appoint successors in substitution thereof. Such appointment, other than the original revocation or substitution, shall be in writing and recorded in the office of the Register of Deeds in and for Waukesha County, Wisconsin. The initial appointment shall be the following: Frank Bielinski, Harry Bielinski and Gloria Rongstad. When the Developer no longer owns any lots in the Subdivision, then the Architectural Control Committee shall consist of three (3) members and they shall be elected by the buyers of the lots in the Subdivision, each lot representing one vote. Members of the Architectural Control Committee, except the original Committee and substitutes designated by the Developer, shall serve for three (3) years, or until their successors have been duly elected. Due notice of the election of such Architectural Control Committee shall be filed in the office of the Register of Deeds for Waukesha County, Wisconsin.

ARTICLE VI BUILDING AND DESIGN CRITERIA

LANDSCAPING. All plans and specifications and all approvals by the Architectural Control Committee shall be conditioned upon a commitment of the buyer of the lot to seed or sod and landscape the lot in a manner in harmony with the adjacent property within twelve (12) months of the date of issue of an occupancy permit.

DRIVEWAYS. All driveways must be constructed of poured concrete and must be completed within twelve (12) months of the date of issue of an occupancy permit.

PROFESSIONAL DESIGN. All structures shall be designed by a qualified engineer, architect or designer experienced in residential design.

COMPLETION OF CONSTRUCTION. All buildings shall be completed within one (1) year from the date the ground is broken for such building, unless a further extension of time is given by the Architectural Control Committee. No building shall be moved onto any lot and no building shall be constructed on any lot that shall contain secondhand materials.

TWO-CAR GARAGE REQUIRED. All homes must have at least a two-car garage attached to the dwelling either by forming an integral part thereof or in such manner as shall meet the approval of the Architectural Control Committee. The Architectural Control Committee reserves the right to modify this provision in a case deemed appropriate by it.

OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used in whole or in part for the storage of rubbish or building materials of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. Trash, garbage or other waste kept on the property shall be in sanitary covered containers, which are stored out of sight of the street and adjacent property.

ANTENNAE. No external radio or similar aerial or tower including satellite dishes shall be erected without prior approval of the Developer.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any building be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the Architectural Control Committee.

STORAGE OF VEHICLES. There shall be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unsightly by Developer.

DOG KENNELS AND PETS. No exterior detached dog kennel shall be constructed or maintained on any lot. Any dog kennel must be attached to the dwelling and must be approved by the Architectural Control Committee prior to construction. No lot owner shall keep any pet which creates a nuisance.

FENCES. No fence erected on any lot affected by these declarations shall be higher than four (4) feet from the graded surface of the ground on which said fence is erected. No perimeter lot fencing shall be permitted.

UNIFORM MAILBOXES. All mailboxes within the subdivision shall be of a uniform design selected by the Developer and installed and maintained at the lot owner's expense.

ARTICLE VII LAMPPOSTS

In lieu of public street lights, there shall be installed at the lot owner's expense in a location designated by Developer at the time of the construction of the residence building on a lot one (1) outdoor electric lamppost with photoelectric controls. The design of the lamppost shall be selected by the Developer. The lamppost shall be maintained by the lot owner in a proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by Springbrook Homeowners Association, Inc. and the cost of such maintenance shall be assessed against the lot owner, payable within ten (10) days after the date of billing. Any unpaid assessment shall become a continuing lien on the property until paid, shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and may be enforced in the manner provided in Article X hereof.

ARTICLE VIII SOIL REMOVAL

No soil shall be removed from any lot in the Subdivision without the prior consent of the Architectural Control Committee or its duly appointed agent. Any excess soil resulting from excavations shall be transported, at the lot buyer's expense, to such other places in the Subdivision or on other property as may be designated by the Architectural Control Committee.

ARTICLE IX UTILITY LINES

All wires leading from public utility lines for electric or telephone service shall be installed below the surface of the lot to which such service is furnished.

ARTICLE X HOMEOWNERS ASSOCIATION

The Developer may, in the Developer's discretion, transfer title to outlots 1 and 2 of Block 3 in Springbrook Addition No. 2 to Springbrook Homeowners Association, Inc. In the event Developer does so transfer title to said outlots, said outlots shall be for the recreational and aesthetic benefit of the owners of lots in Springbrook, Springbrook Addition No. 2, Springbrook Addition No. 3, and any other Springbrook additions which may be developed by Developer in the future and the owners of the lots will be assessed their just share of the cost of maintenance, as hereinafter set forth. The Developer has established a non-profit organizational structure, known as Springbrook Homeowners Association, Inc., hereinafter known as "Corporation", to carry out the functions of

administration of the common areas. All owners of lots shall be members of the Corporation. This Corporation will be managed by a Board of Directors elected by its members; however, as long as the Developer owns any land in the subdivision, it shall appoint all members to the Board of Directors. All members shall be entitled to one vote for each lot. Annual assessments for the maintenance shall be levied by the Corporation on January 1 of each year and a statement for such amount shall be mailed to the owner of each lot on or before March 1, of each year. These annual assessments shall be on a prorata share basis for each lot. However, no assessment shall be made as to any lot owned by Developer prior to the issuance of an occupancy permit for the building constructed on said lot. Developer will be excluded from assessments on any model home until model is sold. Cost of maintenance shall include, but not be limited to: real estate taxes, insurance, repair and replacement of additions, if any, and general management and supervision thereof. The current estimated annual assessment shall be Thirty and No/100 Dollars (\$30.00) per lot. Special Assessments may be levied by the Corporation for the purpose of defraying certain costs relating to any construction or unexpected repair of a capital improvement if consented to by a majority of the votes of the members of the Corporation. Developer shall not be assessed for any capital improvement for which it has not consented to. Special assessments shall be due and payable ninety (90) days after the required majority affirmative vote of the voting members of the Corporation. If the assessment is not paid within thirty (30) days after the delinquency date (due date), the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, shall become a continuing lien on the property until paid, and the Corporation may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, together with all costs of such action. In the event the Corporation neglects to maintain the common areas, in a manner which is in accordance with the standards fixed by the City, and where such neglect has continued for a period of thirty days after notice in writing has been given by the City to the Corporation, the City may, but it shall not be required to, assume the care and maintenance of such areas and may create a separate assessment district for the purpose of the costs of such maintenance.

ARTICLE XI TERM

This declaration shall run with the land and shall be binding on all parties and persons having an interest in the land affected hereby for a period of twenty-five (25) years from the date of this declaration being recorded, after which time this declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the buyers of a majority of the lots affected by this declaration has been recorded changing the covenants established in this declaration in whole or in part or reducing the term.

ARTICLE XII ENFORCEMENT

The restrictions and covenants contained herein may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same, by any lot owner, and the judgment in any such proceedings, in addition to providing for the removal of any building or structure erected, built, or placed in violation of the foregoing restrictions and covenants shall provide that the party found guilty of such breach shall pay to the party or parties prosecuting such proceedings, in addition to the taxable costs thereof, his or their reasonable and proper attorney fees, and all other expenses incurred by him or them therein.

ARTICLE XIII INDEPENDENT COVENANTS

Invalidity of any of the covenants or restrictions herein contained by any judgment or Court order shall in no way affect any of the other provisions herein contained, which shall remain in full force and effect.

ARTICLE XIV MODIFICATION AND AMENDMENT

After five (5) years from the date of recording of this Declaration, any of the foregoing restrictions, protections, covenants, conditions, changes or provisions may be annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the buyers of at least sixty percent (60%) of the lots affected by these declarations, and with the consent of the undersigned so long as Developer shall own any of said lots except that so long as Developer owns sixty percent (60%) of the lots affected by these declarations, the Developer may modify or amend any of the foregoing restrictions, covenants and conditions as to any unsold lots. Said declaration shall be executed as required by law so as to entitle it to be recorded and it shall be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, before it shall be effective.

ARTICLE XV ZONING CODE

Nothing contained herein shall be construed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance building code or subdivision control ordinance of the City of Waukesha, except as specifically modified in writing by the City of Waukesha, within the framework of the planned unit development portion of the present zoning ordinance.

Dated this 30th day of October, 1992.

BIELINSKI BROS. BUILDERS, INC.,
a Wisconsin corporation

(NO CORPORATE SEAL)

By: [Signature]
Harry Bielinski, President

ATTEST:

[Signature]
Frank Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 30th day of October, 1992, the above-named Harry Bielinski, President and Frank Bielinski, Secretary, of the above-named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledge that they executed the same as such officers as the deed of said corporation, by its authority.

[Signature]
Notary Public, Waukesha County, WI
My commission expires: 11-29-92

This instrument drafted by and after
recording should be returned to:
Richard R. Kobriger
Cramer, Multhauf & Hammes
1601 East Racine Avenue
P.O. Box 558
Waukesha, WI 53187



mks\condo\sprindec.r33

Revised 9-22-93

ARCHITECTURAL REQUIREMENTS
SPRINGBROOK ADDITION #3

Listed below are requirements for architectural approval for Springbrook subdivision. Developer reserves the right to change architectural requirements at any time without notice. Architectural requirements include but are not limited to the following in addition to items in the deed restrictions.

Salesperson must submit two (2) sets of working drawings for approval. One set will be returned to buyer.

ROOF

1. 6/12 minimum pitch - some homes will require a steeper pitch due to architectural style
2. Architectural grade shingles or cedar shakes

SIDING

1. Rough sawn cedar
2. T1-11 rough sawn plywood vertical
3. L-P embossed waferwood lap siding
4. Upgraded aluminum siding (Alcan Cedarwood or equivalent) will be allowed - each home will be evaluated on a case by case basis

WINDOWS AND ELEVATIONS

1. All elevations must have continuity of front elevations such as wide trim or shutters, divided lites, grids, etc.
2. "Blank" elevations will not be permitted. A window, fireplace or O.H. garage door will be required.
3. Rectangular garage sashes will be not allowed. Garage windows must be stationary sash double hung, slide-by or casement.

COLORS

1. All exterior colors must be approved by Bielinski Bros. Builders, Inc. Decorating Department.

GENERAL

1. Uniform lamp posts required.
2. Concrete surface driveway required.
3. Exterior elevations must be similar in appearance to Bielinski Bros. Builders, Inc. Designer and Executive series homes.
4. 30' setbacks wherever possible.
5. Each home will be evaluated on its own merits. We are trying to avoid the narrow, small looking homes.