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**DECLARATION OF RESTRICTIONS AND COVENANTS
HICKORY FIELDS
TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN**

WHEREAS, the developers and owners, **JTJLAND INVESTMENT, LLC**, ("Developer"), desires to impose restrictions and covenants for the purpose of providing for the harmonious development of Hickory Fields (the "Subdivision), being a subdivision located in the Town of Lisbon, Waukesha County, Wisconsin, and more fully described in Exhibit A attached hereto,

NOW, THEREFORE, the Developer does hereby covenant and declare that the following restrictions and covenants shall apply to all the foregoing real estate and that the same shall be incorporated by reference in all deeds and conveyances executed by the Developer and thereafter conveying portions of said real estate, to wit:

I. LAND USE

1.1 **Use of Lots.** Lots and their use shall conform to the Zoning Code of the Town of Lisbon as more specifically set forth in the Hickory Fields Development Agreement if applicable and the restrictions and covenants set forth hereafter.

1.2 **Resubdivision Prohibited.** There shall be no further division or subdivision of lots in this Subdivision.

1.3 **Use of Designated Lots.** Single Family Residential

II. CONSTRUCTION SPECIFICATIONS AND REQUIREMENTS.

2.1 **Minimum Living Areas Defined.** “Living Area” shall be defined as the portion of a dwelling which is enclosed and customarily used for dwelling purposes, but shall not include porches, patios, terraces, breezeways, basements, garages, carports or accessory buildings.

2.2 **Single-Family Residential Lots.** Single Family Residential lots shall be used only for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on such single family lots other than a dwelling designed for the use and occupancy of a single family, not to exceed two stories (plus attic) in height, and private garage for passenger automobiles.

A. The minimum living area of single family dwellings constructed shall be as follows:

1. One story dwellings, a minimum of 2,100 square feet. No floor area below the finished grade shall be considered living area.

2. Two story dwellings, a minimum of 2,500 square feet with a minimum of 600 square feet on the first floor. No floor area below the finished grade shall be considered living area.

3. One and one-half story dwellings, a minimum of 2,500 square feet with a minimum of 1,000 square feet on the first floor. No floor area below the finished grade shall be considered living space.

4. Bi-level dwellings, a minimum of 2,500 square feet with a minimum of 1,800 square feet on the upper level.

B. Garages: All single family dwellings must have an attached two-car garage, minimum, built at the same time as the private dwelling. All attached garages shall be a minimum of 400 square feet.

2.3 **Exterior and Roof.**

A. All air conditioners, solar heating units, and similar devices shall be concealed from street view and be located in a manner approved by the Architectural Control Committee. Exterior antennas, including dishes, and similar devices of all types shall not be installed without the prior permission of the Architectural Control Committee as to the antenna and/or dish and its location.

B. All chimneys are to be finished masonry or enclosed in framing material similar to the exterior of the residence.

2.4 **Driveways and Landscaping.** The landscaping of all lots shall be completed within one year of the issuance of the occupancy permit. In addition, all driveways shall be constructed of concrete or hot mix asphalt and the final surfacing shall be completed within two years of the date of issuance of the occupancy permit, unless previously approved as gravel by Architectural Control Committee.

2.5 **Elevation and Grading.**

A. Each lot shall be graded and contoured in accordance with the master site grading plan for the Subdivision submitted by the Developer to, and approved by, the Town of Lisbon Engineer. In the event that the grading of any lot within the Subdivision does not comply with the master grading plan, the owner of the said lot shall pay the costs or charges, if any, assessed by the Town to correct the grading and shall, promptly upon demand therefor by the Developer, reimburse the Developer for the costs or charges, if any, incurred by the Developer to correct the grading. Each lot shall be graded and swales established to carry excess water and to prevent excess water from draining onto adjacent lots.

B. All excess ground or fill from any parcel of land within the Subdivision shall remain on some part of same Subdivision Lot in compliance with Town of Lisbon Ordinances.

2.6 **Drainage Easements.** Any lot containing a drainage easement shall not be allowed to build upon or in any way block the flow of surface water.

2.7 **Type of Construction.** Every dwelling shall be constructed or erected on the site and no previously used building shall be moved onto or reassembled on any lot. No manufactured homes shall be constructed or erected, except that homes using panelized construction methods may, at the direction of the Developer, be permitted.

2.8 **Vacant Lot Care.** Prior to construction, it shall be the responsibility of the owners to maintain their lots in a neat and orderly manner, keeping grass mowed and premises free of refuse.

III. APPROVAL OF PLANS

In order to maintain harmony in appearance, and as a protection against undesirable and inharmonious construction of buildings and improvements on all lots in the Subdivision the right to refuse approval of any plans and specifications and/or plot plan is hereby given to an Architectural Control Committee. In passing upon such plans and specifications and/or plot plans, the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed building or other structure. Final approval as to choice of exterior materials and exterior colors shall reside with the Architectural Control Committee. No building, including accessory, no fences or any other improvement permitted by this Declaration shall be erected, placed or altered on any lot in the Subdivision until the construction plans and specifications and a plan showing the location of the proposed structure or improvement shall have been approved by the

Architectural Control Committee, or its duly appointed agents, as to: compliance with this Declaration, including employment and quality of material, colors, harmony of exterior design with existing structures, and as to location on the proposed site, front, rear, and side setbacks, and as to topography and finish grade elevations. A duplicate copy of the above plans and specifications as submitted and approved shall be provided for the permanent file of the Architectural Control Committee.

IV. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall consist of James G. Blise, Tate Boho and Jeff Ertle their appointees. When Developer or original appointee no longer owns any portion of the Exhibit A, or it relinquishes its rights hereunder in writing, whichever comes first, the Architectural Control Committee shall consist of three lot owners elected by the owners of lots in this subdivision, each lot representing one vote. Members of the Architectural Control Committee shall serve for three years, or until their successors have been duly elected. Due notice of the election of such successors shall be filed in the Office of the Register of Deeds for Waukesha County. The "Committee" approval or disapproval, as required in the restrictions and covenants shall be in writing. In the event the Architectural Control Committee, or its agents, fail to approve or disapprove duplicate plans and specifications therefor and the plot plan within 45 days after submittal, approval shall be deemed to have been obtained insofar as required by the above paragraph only. All other provisions of these restrictions are to have full force and effect. Action by said "Committee" shall be final and conclusive as to persons then or thereafter owning lots in the Subdivision. No compensation shall be paid to members of the Architectural Control Committee.

V. USE RESTRICTIONS

5.1 **Livestock and Pets.** Animals of any kind shall not be raised, bred or kept on any parcel except that dogs and/or cats may be kept in any residence, but there shall be not more than two adult animals in total of those species per residence. Dogs and/or cats may not be permitted to run at large, but must be kept on premises of the owner. No outdoor cages, kennels, dog houses or similar structures shall be allowed on any lot, except as allowed under Town Ordinance.

5.2 **Commercial and Recreational Vehicles.** Recreational vehicles may only be stored on the premises during the normal recreational season and must be removed or stored in a closed garage during the balance of the year. Licensed cars or trucks and a personal utility trailer may be stored in a closed garage or parked in a paved drive area. No unlicensed cars or trucks shall be parked on or about the premises unless in a closed garage.

5.3 **Sign and Advertisements.** No sign of any kind shall be placed or displayed to the public view on any lot except:

A. one sign of not more than two square feet designating the names of the residents of the property, but without reference to any business, trade, or profession of such persons;

B. one sign of not more than thirty two square feet to advertise the property during construction or sales period.

5.4 **Accessory Buildings.** Accessory buildings, sheds and similar outbuildings or structures may exist on any lot, providing the plans of same have been approved by the Architectural Control Committee and conform to the Town of Lisbon requirements.

5.5 **Fences.** No fences, or structures of any kind shall be allowed on any lot except as may be required by the Municipality, except as may be dictated by safety concerns, i.e. around a pool and except for decorative purposes, i.e. around a deck attached to a residence.

5.6 **Offensive Activities.** No business, commercial, or offensive activities, nor any activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot in the Subdivision.

5.7 **Mailboxes and Name Signs.** In order to maintain compatibility in quality and appearance, all mailbox structures and driveway entrance signs must be approved by the Architectural Committee.

5.8 **Above-Ground Swimming Pools.** All above-ground swimming pools shall be skirted, and decked as to be harmonious with surrounding structures.

5.9 **Outdoor Burning.** All outdoor burning must be done in fire restrictive containers in accordance with local ordinances and regulations.

5.10 **Tanks and Towers.** No elevated tanks of any kind, and no towers, windmills or similar structures shall be erected in the Subdivision.

5.11 **Abandoned Vehicles; Junk.** Unregistered motor vehicles (or parts thereof) discarded machinery and equipment, scrap wood or metal and other junk and debris shall not be accumulated or stored on any lot.

5.12 **Trash and Garbage Disposal.** Trash and garbage shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept in a garage or suitably screened from view from the street and dwellings.

5.13 **Refuse and Waste.** No lot shall be used or maintained as a dumping or storage site for refuse, rubbish, discarded materials or other wastes except that properly maintained composting activities for landscaping wastes may be located in rear yards.

5.14 **Conflict with Ordinances.** In the event of a conflict between the restrictions contained herein and the ordinances, codes and requirements of the Town of Lisbon, compliance with the more restrictive provision(s) shall be required.

VI. OWNER'S ASSOCIATION

Each owner of a lot of the Subdivision shall be a member of an, if any, owner's association and be bound by its bylaws and related documents, all as to be prepared by the Developer and approved by the Town of Lisbon.

VII. ENFORCEMENT

Enforcement of these restrictions shall vest solely in the Architectural Control Committee and be by proceedings in law or in equity against any person or persons violating or attempting to violate any restrictions and/or covenants, either to restrain violation or to recover damages. The Architectural Control Committee shall have the sole right, wherever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and to summarily abate or remove the same at the expense of the owner after giving the owner or occupant ten days notice in writing to correct or remove the violation. The failure to enforce promptly any of the reservations and restrictions shall not bar their enforcement.

VIII. SEVERABILITY OF PROVISIONS

Invalidity of any one of the restrictions and/or covenants herein contained shall not in any way affect any of the other restrictions and/or covenants which shall remain in full force and effect.

IX. TERMINATION OF RESTRICTIONS AND/OR COVENANTS

The covenants, conditions, reservations and restrictions shall run with the land and be binding on all persons claiming or owning any interest in said premises for a period of 25 years from the date these restrictions and covenants are recorded; provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of 10 years, and thereafter in successive 10 year periods, unless on or before the end of one of such extension periods or base period the owners of at least 75% of the lots and with the consent of the Developer, so long as it owns any parcel in the Exhibit A, Planned Unit Development shall by written instrument duly recorded, declare a termination of the same. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all action for breach of these covenants, conditions, reservations or restrictions committed or suffered prior to such expiration shall be absolute.

X. MODIFICATIONS OF PROVISIONS

Any of the foregoing covenants, conditions, reservations and restrictions may be annulled, waived, changed, modified, or amended at any time by written declaration or amendment, executed by the owners of at least 75% of the lots, and with the consent of the Developer, so long as the Developer owns any parcel in the Exhibit A, The "Declaration of Restrictions and Covenants" shall become effective upon recording thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2013, at _____, Wisconsin.

JTJ LAND INVESTMENT, LLC
DEVELOPER

By: _____
James G. Blise, Member

By: _____
Tate Boho, Member

This document drafted by:

Atty. Jack A. Enea, of
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