

Document Number

**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR WESTMINSTER PARK
Title of Document**

DOC#: 1095359



Recorded
JULY 22, 2005 AT 12:25PM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$23.00

KNOW ALL BY THESE PRESENTS, that this Declaration of Covenants and Restrictions is made by the Developer and Owner, and Landvatter Farm LLC, for the purpose of establishing and maintaining harmony in the use and development of the lands known as: Westminster Park and described on Exhibit A attached hereto,

Name and Return Address
O'Meara Law Firm LLP
622 Elm Street
P.O. Box 348
West Bend, WI 53095

23-7

Parcel Identification Number (PIN)

ARTICLE I

LAND USE

Section 1.01. Use of lands. The lots shall be used for single family residential purposes only.

ARTICLE II

CONSTRUCTION SPECIFICATIONS AND REQUIREMENTS

Section 2.01. Type of Buildings. No buildings other than single family dwellings with attached or built-in garages for not less than two automobiles and outbuildings which are made of exterior materials similar to the principal structure shall be allowed. All structures shall be approved by the Architectural Control Committee.

Section 2.02. Building Size. All lots in the development are restricted to the erection of a one story, story and one-half, two story, split level or bi-level single family residence building with attached garages. The minimum size of any residence shall be as follows:

Lots 1 through 16 inclusive and Lots 26 through 30 inclusive: Single story homes shall be 2,000 square feet and Multi-story homes shall be 2,200 square feet
Lots 17 through 25 inclusive: Single story homes shall be 2,100 square feet and Multi-story homes shall be 2,500 square feet

The Architectural Control Committee shall have the right to reduce these sizes by a maximum of 10% for those homes that within the opinion of the Committee have superior architectural style.

Section 2.03. 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 parcel. Exterior of all residences shall be cedar, brick, stone or engineered wood (i.e., LPI) or combinations thereof, except for windows, soffits and fascia. Roofs shall be wood, slate or dimensional shingles.

Section 2.04. Completion of Construction. The exterior of every structure located in the development shall be completed within 12 months after the beginning of construction. Each lot shall be landscaped and seeded or sodded within 1 year after substantial completion of a dwelling on the lot. Landscaping shall include the area between the front lot line and edge of the road pavement. Landscaping must include a drive which shall be hard surfaced material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt or similar material shall be installed within 1 year from the date the dwelling is substantially completed, and shall also include a driveway approach of Portland cement within 1 year of occupancy.

Section 2.05. Temporary Structures. No structure of a temporary character, and no trailer, tent, camper, garage or outbuildings shall be used as a residence on any lot at any time, 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 and the Building Inspector of the City of West Bend, Washington County, Wisconsin.

Section 2.06. Construction Material. No structure shall have an exterior of tar paper, simulated brick siding or similar tar base material except in the course of construction.

Section 2.07. Exterior Features. The Architectural Control Committee shall be acting reasonably if it requires that, on lots with significant grades as determined by the Architectural Control Committee, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall

be covered with suitable material consistent with the overall architecture of the residence, including decorative block.

Section 2.08. House Elevations and Grading of Lots. Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the City on file in the office of the City Department of Community Development. The 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, correction of any drainage condition, and the property owner is responsible for the cost of the same.

Section 2.09. Approval of Plans. No building of any type whatsoever shall be erected in the development without the prior written consent of the Architectural Control Committee and such consent shall not be given without the prior submission of formal plans and specifications. In the event the Committee fails to approve or disapprove any plan, specification, plot plan or other matter submitted to it hereunder within 30 days after the submission to the Committee, than such plan, specification, plot plan or other proposal shall be deemed approved.

Section 2.10. Street Trees. Lot Owner will be responsible for replacing street trees that do not survive a two year period from the initial planting by the Developer. Lot Owner will be responsible for replacing street trees that need to be relocated due to the Lot Owner's driveway location. Trees must be of a size and variety approved by the City of West Bend.

ARTICLE III

USE RESTRICTIONS

Section 3.01. Offensive Activities. No commercial, industrial, obnoxious or offensive activities shall be conducted on any lot in the subdivision, nor shall anything be done which is or may become an annoyance or nuisance to the residents of the subdivision. It is understood that the residence may be equipped with standard office communication equipment and computers for use in interoffice and business communications.

Section 3.02. Animals and Poultry. No animals, livestock, poultry, reptiles or uncaged birds of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or allowed to annoy neighbors. The Owner or Owners may keep no more than three (3) pets per lot.

Section 3.03. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers and shall be suitably screened from view from the street and adjacent dwellings.

Section 3.04. Vehicles. No trucks, other than panel trucks or vans, and no commercial-type vehicles shall be stored or parked on any lot except while parked in a closed garage, nor parked on any street in the development except while engaged in transporting to or from a residence in the development. In addition, no unlicensed or inoperable motor vehicle shall be kept on any lot, except while parked in a closed garage, nor parked on any street in the development. No vehicle of any type shall be parked on a terrace strip, or front, side or rear yard area. Parking is only permitted on driveways or streets consistent with municipal ordinances.

Section 3.05. Elevated Tanks, Pools and Satellite Dishes. No elevated tanks of any kind shall be erected or placed within the development. In-ground pools may be installed on a lot and must comply with City ordinances. No above ground pools will be permitted. Satellite dishes in excess of 36 inches in diameter are not allowed.

Section 3.06. Boats and Recreational Vehicles. All snowmobiles, trail bikes, off-street motorized vehicles, recreational vehicles or boats of any kind shall be stored in enclosed garages on the lot and shall not be operated or parked on any lot, driveway, parking area or common open space area within the development. Recreational vehicles of visiting guests may be parked on a lot for a period of time not to exceed seven days. Camper trailers or recreational vehicles meant for sleeping may be parked on a driveway for loading, unloading and maintenance for a period not to exceed forty-eight hours.

Section 3.07. Fencing and Walls. No fences, walls or other similar structures shall be erected or constructed in the development without the prior written consent of the Architectural Control Committee. Decorative wood or stone type fences in the areas of the corner of each lot are permitted. Fencing for dog kennels need to be approved by the Architectural Control Committee.

Section 3.08. Maintenance of Vacant Lots. Vacant lots shall be periodically mowed so that grasses and weed growth is kept below 8" in height. The premises shall be kept free of refuse.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 4.01. Initial Committee. The members of the initial Architectural Control Committee shall be Landvatter Farm LLC or their assigns. Landvatter Farm LLC or their assigns have the authority to appoint successor members to the Architectural Control Committee until all lots in the subdivision are sold..

Section 4.02. Successor Architectural Control committee. Upon the sale of all lots in the Subdivision, the Home Owners Association of Westminster Park shall take over the

duties of the Architectural Control Committee and determine the membership of the Architectural Control Committee.

Section 4.03. Termination. Whenever the Architectural Control Committee determines that the development has been fully developed, the Committee may be disbanded by the unanimous action of the members then serving. The Committee shall record a notice of such decision in the office of the Register of Deeds for Washington County.

ARTICLE V

HOMEOWNERS ASSOCIATION

Section 5.01. Administration. Declarant shall establish a Homeowners Association within 60 days of the sale of 75% of the lots in Westminster Park. Upon formation, the Association of Owners other than the Developer shall elect 1 member to a Board of 5 directors. The Developer shall appoint the other 4 members. Upon the sale of 100% of the lots the Homeowners Association shall elect 4 additional members of the Board of Directors. The Association Board shall select an Architectural Control Committee consisting of five lot owners who shall exercise the authority of Article IV herein at such time as all lots have been sold by the Developer.

ARTICLE VI

ADMINISTRATION

Section 6.01. Term of Covenants. The provisions of this Declaration shall be the covenants which run with the land and shall be binding on all persons claiming and owning any interest in the development for a period of twenty-five (25) years from the date on which this Declaration is recorded, after which these covenants shall be automatically extended for periods often (10) years each unless an instrument signed by all of the owners of lots in the development agreeing to change or terminate these covenants having been executed and recorded.

Section 6.02. Enforcement. The Architectural Control Committee or any owner may enforce these covenants by proceedings in law or in equity against any person or persons violating or attempting to violate any provision hereof. The failure to promptly enforce any provision of this Declaration shall not be a defense against the subsequent enforcement of such provision.

Section 6.03. Severability. Invalidation of any one of the covenants herein contained shall not affect any of the other covenants which remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of July 2005.

LANDVATTER FARM, LLC, by:

Nick R. Didier
Nick R. Didier, Member

Peter J. Didier
Peter J. Didier, Member

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me the above named Nick R. Didier and Peter J. Didier, members of Landvatter Farm LLC who executed the foregoing instrument and acknowledged the same.

Kristin Landvatter
Notary Public, State of Wisconsin
My Commission expires: 4-29-07
KRISTIN LANDVATTER

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Karen M. Christianson
State Bar #1012594
O'MEARA LAW FIRM, LLP
622 Elm Street, P.O. Box 348
West Bend, WI 53095

Exhibit A

Land Description

Part of the NW1/4 of the NW1/4, part of the SW1/4 of the NW1/4, and part of the SE1/4 of the NW1/4 of Section 23, Township 11 North, Range 19 East, situated in the City of West Bend, Washington County, Wisconsin, bounded and described as follows:

Commencing at the NW corner of said Section 23; thence South $01^{\circ}40'20''$ East, along the westerly line of said NW 1/4, 1335.25 feet to the northwesterly corner of said SW1/4 of the NW1/4; thence South $89^{\circ}47'22''$ East, along the northerly line of said SW1/4 of the NW1/4, 70.04 feet to a point on the easterly line of 18th Avenue, also being a point on a westerly line of Outlot 1, Block 5, of Westminster Place, a subdivision located in said NW1/4 of the NW1/4, and SW1/4 of the NW1/4, as recorded in the Washington County Registry; thence South $01^{\circ}40'20''$ East, along said easterly line of 18th Avenue and also along said westerly line of Outlot 1, 218.20 feet to the Point of Beginning; thence North $46^{\circ}24'05''$ East, along the southerly line of said Outlot 1, 344.24 feet; thence North $71^{\circ}10'26''$ East, along said southerly line of Outlot 1, 182.07 feet; thence South $28^{\circ}33'55''$ East, along said southerly line of Outlot 1, 81.04 feet to a point of curvature; thence Northeasterly along the arc of a curve to the right, and also along said southerly line of Outlot 1, 92.30 feet, said curve having a radius of 183.00 feet and a chord bearing North $75^{\circ}53'00''$ East, 91.32 feet; thence South $89^{\circ}40'05''$ East, along said southerly line of Outlot 1, 9.56 feet to the westerly line of Schloemer Drive; thence South $02^{\circ}34'43''$ East, along said westerly line of Schloemer Drive, 66.09 feet to the southerly line of Hawthorn Drive; thence South $88^{\circ}14'17''$ East, along said southerly line of Hawthorn Drive, 80.15 feet; thence South $89^{\circ}40'05''$ East, along said southerly line of Hawthorn Drive, 130.09 feet to the northwest corner of Lot 5, Block 4, of said Westminster Place; thence South $01^{\circ}46'34''$ East, along the westerly line of said Lot 5, 130.09 feet to the southwest corner of said Lot 5; thence South $89^{\circ}40'05''$ East, along the southerly line of Lots 1-5, inclusive, Block 4, of said Westminster Place, 480.34 feet to the southeast corner of said Lot 1, also being a point on the easterly line of said SW1/4 of the NW1/4; thence South $01^{\circ}44'41''$ East, 748.59 feet, along said easterly line, and also along the westerly line of Lot 6, Block 3, of Vogt Estates, a subdivision of part of said SE1/4 of the NW1/4, as recorded in the Washington County Registry, and also along the westerly line of Certified Survey Map No.410 and Certified Survey Map No.660 of Certified Survey Maps of the Washington County Registry, and also along the westerly line of Hidden Fields, a subdivision of part of said SE1/4 of the NW1/4, and part of the NE1/4 and the SE1/4 of the SW1/4 of said Section 23, as recorded in the Washington County Registry, to the southerly line of Schloemer Drive; thence South $52^{\circ}28'44''$ East, along said southerly line of Schloemer Drive, 60.00 feet; thence South $37^{\circ}31'16''$ West, 221.40 feet to the northerly line of U.S.H. 45; thence North $52^{\circ}28'19''$ West, along said northerly line of U.S.H. 45, 1502.50 feet to the Point of Beginning. Containing 785,376 square feet / 18.030 acres of land.