

DECLARATION OF RESTRICTIONS  
WOODS AT WHITE PINE No. 1 EAST

0811226

RONALD A. VOIGT  
OZAUKEE COUNTY  
REGISTER OF DEEDS  
PORT WASHINGTON, WI  
TXID: 11880

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**KNOW ALL BY THESE PRESENTS**, that this Declaration of Covenants and Restrictions is made by the Developer and Owner, SCHMIDT FARM PROPERTY, LLC, for the purpose of establishing and maintaining harmony in the use and development of the lands known as Lots 1 through 23 of the Woods at White Pine No. 1, located in part of the SW ¼ of the NW ¼ and NW ¼ of the SW ¼ of Section 29, T11N., R22E, City of Port Washington, Ozaukee County, Wisconsin, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Name and Return Address

§23

16-202-0001 (THRU) 0023  
Parcel Identification Number (PIN)

EA ✓ SIDE OF  
1 STREET

## ARTICLE I LAND USE

**Section 1.01. Use of lands.** The lots shall be used for single family residential purposes only, except that Outlots 3 through 5 are storm water detention areas which will be owned and managed by The Woods at White Pine No. 1 East Homeowner's Association.

## 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 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 with minimum capacity to accommodate two cars. Side entrance garages are encouraged wherever practical. The minimum size of any residence shall be as follows:

Single story homes shall be 1,800 square feet  
Multi-story homes shall be 2,200 square feet

**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.

**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 or Outlot 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 Port Washington, Ozaukee 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 Building Inspection. 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 Port Washington and shall be a minimum caliper of 2½" at breast height.

**Section 2.11. Property Line Setbacks.** Structures shall be set back a minimum of 30 feet from the front line of the lot and 8 feet on one side yard and 12 feet on all other sides.

### ARTICLE III USE RESTRICTIONS

**Section 3.01. Offensive Activities.** No commercial, industrial, obnoxious or offensive activities shall be conducted on any lot or outlot 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 or outlot 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. No pet shall be permitted on any of the Outlots while unattended.

**Section 3.03. Garbage and Refuse Disposal.** No lot or outlot 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 or outlot 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 or outlot, 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 Lots, Wetland and Shoreland and Common Areas.** Vacant lots shall be periodically mowed so as to maintain an attractive appearance. The premises shall be kept free of refuse.

- 3.08.01 Each lot owner must strictly adhere to and finish grade his lot in accordance with the Master Grading Plan on file in the office of the Developer and the office of the Building Inspector unless the City Engineer approves a change. The Developer and/or the City and/or the agents, employees, or independent contractors shall have the right to enter upon any lot, at any time, for the purposes of inspection, maintenance, correction of any drainage conditions and the lot owner is responsible for the cost of the same.
- 3.08.02 Each lot owner adjacent to or whose lot includes delineated wetlands shall not mow or otherwise disturb any areas located in the delineated wetland, or other environmentally sensitive areas restricted from mowing by deed.
- 3.08.03 Each lot owner adjacent to the navigable stream shall adhere to the shoreland setback provisions as required by the State of Wisconsin and Ozaukee County.
- 3.08.04 Each lot owner adjacent to a storm water pond shall not mow in the designated 100-year flood zone areas.
- 3.08.05 A Homeowners' Association shall be responsible for maintenance of the landscaped islands and cul-de-sacs and other planting areas. The City shall receive and approve 3 copies of the maintenance manuals for all outlots prior to acceptance

#### **ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE**

**Section 4.01. Initial Committee.** The members of the initial Architectural Control Committee shall be the members of Schmidt Farm Property LLC or their assigns. Schmidt Farm Property LLC or their assigns have the authority to appoint successor members to the Architectural Control Committee and to resign from said Committee.

**Section 4.02. Successor Architectural Control Committee.** Upon the sale of all lots in the Subdivision, The Woods at White Pine I East Homeowners' Association Incorporated, a Wisconsin non-profit corporation shall take over the duties 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 Ozaukee County.

## **ARTICLE V HOMEOWNERS ASSOCIATION**

**Section 5.01. Administration.** Developer shall establish a Homeowners Association which shall be known as the Woods at White Pine I East Homeowners' Association Incorporated. Owners of all lots shall be members of said association. Said membership shall transfer with ownership of the lot. There shall be one vote per lot and split votes shall not be allowed. Members shall be subject to assessments levied by the Board of Directors. Unpaid assessments shall become liens against the lot against which it is assessed. Until 100% of the lots have been sold by the Developer, the Developer shall appoint the members. Upon the sale of 100% of the lots the members of the Homeowners Association shall elect the members of the Board of Directors. The Association Board shall serve as the Architectural Control Committee and shall exercise the authority of Article IV herein. The Association shall hold ownership of the Outlots 3, 4 and 5 and shall be responsible for the maintenance of said outlots.

**Section 5.02. Drainage from Adjoining Property.** It is acknowledged that Developer owns land immediately northerly of this subdivision and easterly of County Highway LL, a portion of the surface water runoff from which will drain through the portion of The Woods at White Pine I lying easterly of County Highway LL. Developer or a homeowners' association to be formed for that future subdivision shall have and is hereby granted the option to require The Woods at White Pine I East Homeowners' Association Incorporated to enter into an agreement facilitating such drainage and/or to cause The Woods at White Pine I East Homeowners' Association Incorporated to merge with a similar association for said future subdivision.

## **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 of ten (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.

