

DECLARATION OF RESTRICTIONS
PLAT OF FOURTH ADDITION TO
GRANDVIEW HEIGHTS SUBDIVISION



1032928

Document Number
Office of Register of Deeds
Dodge County, Wisconsin
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THIS DECLARATION OF RESTRICTIONS is made this 22 day of September, 2004, by Mary Rose Subdivision, Inc., a Wisconsin corporation (Owner) which is the Owner of real property located in Dodge County, Wisconsin, particularly described as follows:

Lots 118 through 146 inclusive of the Plat of Grandview Heights Addition No. 4 Subdivision, as recorded in the Office of the Register of Deeds for Dodge County, Wisconsin, on July 15, 2004, in Cabinet B of Plats at Page 73, as Document No. 1026559, being a part of Lot 1 of Certified Survey Map No. 1873, City of Watertown, Dodge County, Wisconsin.

RETURN TO:
Atty. George L. Neuberger
136 Hospital Dr.
Watertown, WI 53098-3338

Parcel Identification Number

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These restrictions are intended to enhance and protect the value, attractiveness, and desirability of the lots. For this reason, we declare and establish the following covenants and restrictions which shall run with the land as to each and every lot of the property described.

1. **LAND USE.** All lots shall be used exclusively for the construction of detached, single-family residential dwellings not to exceed two (2) stories in height, with an attached garage for not less than two (2) nor more than three (3) automobiles.
2. **DWELLING SIZE.** The ground floor area of the main structure, exclusive of any open porches and garages, shall not be less than 1,600 square feet for a one-story dwelling, nor less than 1,050 square feet for a two-story dwelling, nor less than a combined 1,200 square feet for the two upper levels of a tri-level dwelling.
3. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
4. **OUTBUILDINGS.** Outbuildings such as garages, utility sheds, and gazebos shall not be permitted except on approval of the architectural control committee.
5. **SIGNAGE.** No signs of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale.
6. **ANIMALS.** Each household may keep a combination of two (2) dogs and cats. Commercial animal breeding, boarding, kenneling, or other treatment is expressly prohibited, whether for free or for hire. No other animals, livestock or poultry shall be kept on any lot.
7. **COMMERCIAL VEHICLES.** Parking of trucks or other commercial vehicles shall not be permitted except in the course of ordinary business deliveries.
8. **CONSTRUCTION TIME.** Construction of all buildings shall be completed within twelve (12) months after issuance of a building permit for the respective building. Every

building shall have a permanent finish on its exterior within six (6) months after issuance of a building permit.

9. **ELEVATION.** The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots.

10. **DRAINAGE.** No Owner of any lot shall grade or obstruct any property so as to impede the natural drainage of surface water from adjacent properties.

11. **CONSTRUCTION TIME.** Construction of all buildings shall be completed within twelve (12) months after issuance of a Building Permit for the respective building. Every building shall have a permanent finish on its exterior within six (6) months after issuance of a Building Permit.

12. **DRIVEWAYS.** All driveways must be hard-surfaced within one (1) year after completion of the dwelling.

13. **ARCHITECTURAL CONTROL.** All plans, specifications, and site plans for any building to be erected or placed on any lot subject to this Declaration shall be admitted to the Owner, or the Owner's duly authorized agent, or the Owner's successors and assigns, for written approval as to the quality of workmanship of materials and harmony of exterior design, including exterior colors, size, locations with respect to topography, finished grade elevation, roofing materials, roof pitch, and landscaping, prior to commencement of construction on any lot. Until otherwise specified in writing, the Owner delegates all matters of architectural control to an Architectural Control Committee consisting of William H. Schultz, Mary R. Schultz, and Thomas L. Schultz. A majority of the committee may designate a representative to act for it. The committee's approval or rejection of any matter requiring the Owner's approval or rejection shall be binding on all parties. No member of the committee, nor any duly designated representative, shall be entitled to compensation for services performed pursuant to this covenant at any time.

14. **PROCEDURE.** The Architectural Control Committee shall render, in writing, any approval or disapproval required by this Declaration. In the event that the committee or its designated representative fails to render written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, the committee will be deemed to have given approval and all of the covenants contained in this Declaration shall be deemed to have been fully performed.

15. **TERM.** These restrictions shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which time these restrictions shall be automatically extended for successive periods of ten (10) years, unless a written document signed by a majority of the then Owners of the lots, modifying these restrictions, in whole or in part, is recorded.

16. **ENFORCEMENT.** If any person, or his heirs, successors, or assigns shall violate or attempt to violate any of the covenants and restrictions contained in this Declaration while this Declaration is in effect, and after notice and demand to cure, such violation continues, the Owner, or any person or persons owning any lot or lots within the subdivision shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions. The prevailing party shall be awarded reasonable attorney's fees and costs, and any person violating

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