

DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
LIBERTY HIGHLANDS

A Subdivision in the City of Brookfield,
Waukesha County, Wisconsin

INTRODUCTORY NOTE:

Property in Liberty Highlands, like many other subdivisions in our area, is subject to deed restrictions and covenants that are part of the legal documents that create the subdivision. Among other things those restrictions and covenants:

- ° Provide for a homeowners association and require all owners of property in the subdivision to pay assessments to the association.
- ° Provide that unpaid assessments, together with applicable interest and costs of collection, are a continuing lien against the owner's property in the subdivision.
- ° Require homeowners association approval of certain proposed improvements, including swimming pools, fences and room additions.

The 21 numbered paragraphs that follow are quoted fully and directly from the official documents establishing the Liberty Highlands Subdivision.

1. The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such use of the surrounding building sites as will detract from the residential value of their property; to preserve, as far as is practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or poorly proportioned structures; to obtain harmonious use of material and color scheme; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set backs from streets and adequate free 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 the values of investments made by purchasers of building sites therein.

2. No lot within Parcel 1 of the subdivision, as duly recorded, shall be used for other than a single family residence, i.e. Lots 1 through 70 inclusive, are restricted to single family residences subject to the following minimum set back and yard requirements:

- a. the minimum front yard set back shall be 50 feet.
- b. the minimum rear yard set back shall be 30 feet.
- c. the minimum side yard set back shall be 20 feet on each side of the structure.

Each residence shall have attached a garage in accordance with requirements as set forth herein.

3. All telephone and electric utility services shall be underground.

4. No dwelling shall exceed two and one-half (2½) stories in height. The ground area within the perimeter of the building at grade, exclusive of porches, garages, bays, patios, breezeways and similar additions, shall not be less than the following schedule for Lots 1 through 70 inclusive, to-wit:

- a. NOT LESS than 1,800 square feet in the case of a one story dwelling. For one story dwellings the area of any porch up to 100 square feet which is roofed and which is built upon a foundation, may be included to arrive at the total ground area required.
- b. NOT LESS than 2,100 square feet total in the case of a dwelling of one and one-half (1½) stories.
- c. NOT LESS than 2,200 square feet total in the case of a dwelling of two (2) stories and the floor area of the first floor shall not be less than 1,000 square feet.
- d. Split level dwellings shall have a minimum of 1,600 square feet on the two (2) upper levels.

5. All building plans, exterior design of buildings and landscaping plans of the single family lots of Lots 1 through 70 inclusive shall be subject to the approval of the OWNERS COMMITTEE or its designated agent until such time as the OWNER

has sold or otherwise conveyed its interests in at least two-third's of the single family lots. When the OWNER no longer has ownership of at least one-third of the single family lots then the authority to approve of all building plans, landscaping and exterior design shall be assumed by the LIBERTY HIGHLANDS HOMEOWNERS ASSOCIATION.

6. OWNER shall complete and pay for the landscaping of the island cul-de-sacs as described in the recorded plat.

7. No garage shall be larger than necessary to accommodate three (3) cars or smaller than necessary to accommodate to (2) cars and all garages shall be attached to the dwelling either forming an integral part with the dwelling house or by connection porches or breezeways.

8. No structure of any kind shall be moved onto any lot and no living quarters of temporary character shall be permitted at any time, it being the intention that only permanent private dwellings and garages shall be permitted. All garages shall be built at the same time as the private dwelling.

9. No boat, trailer, trucks, vans, mobile homes and motor homes of the type commonly known as Winnebagos may be parked on the premises outside of the garage for more than seven (7) consecutive days except that this provision shall not apply to delivery of materials or during construction and remodeling periods.

10. No offensive or unpleasant substance or material shall be stored on any lot which would tend to emit foul or offensive odors or which would detract from the general appearance of surrounding lots.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot nor shall there be permitted the breeding or raising for private or commercial use of bees, birds, etc. Any owner can keep two dogs, two cats and other small household pets for private enjoyment.

12. To protect the owners of lots in the Subdivision; no building, fence, sign, wall, swimming pool or structure shall be erected, construed or maintained upon any lot nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plot plan showing the exact location of such building, garage, fence, wall, sign, swimming pool or other structure, the elevation thereof and the grade of the lot and a sketch or view of same shall have been submitted to the OWNER or, when applicable, LIBERTY HIGHLANDS HOMEOWNERS ASSOCIATION. The decision of the OWNER or ASSOCIATION shall be final and binding on all parties. The OWNER or ASSOCIATION shall have the right to refuse or to approve any such plan or

specifications which in the judgment of a majority of the OWNER or ASSOCIATION are not in conformity with these restrictions or are not desirable for aesthetic or any other reasons.

13. The OWNERS COMMITTEE shall consist of three (3) members and the decision of any two (2) of these members will be final and binding upon all parties. Neither the committee members nor their representatives shall be entitled to compensation for services performed pursuant to this covenant. Any change in committee membership shall be in writing and approved by a majority. When the OWNER has conveyed more than two-thirds of Lots 1 through 70 inclusive, a separate property owners association shall be formed by appropriate Articles of Incorporation and By-Laws which will be filed with the City of Brookfield.

14. Membership of all property owners in the association is mandatory. The Association shall elect officers and directors to run its affairs but in no event shall the number of directors be less than three (3).

15. All common courts and open spaces in the single family lot areas shall be conveyed by OWNER to the ASSOCIATION upon completion of the improvements thereon. The responsibility for maintenance of those portions conveyed to the ASSOCIATION shall be the ASSOCIATION'S and each member of the ASSOCIATION shall be subject to an annual charge or assessment to defray the cost of maintaining, operating and improving the landscaping and improvements on said common courts and open spaces. The annual assessment shall be based on a pro-rata basis with lot ownership as the numerator and the number of fully developed lots as the denominator. The assessment levied shall be for, but not limited to, taxes, insurance, maintenance and repair and may vary in amount as approved by the ASSOCIATION.

16. Each property owner shall have the right to the use of the common areas subject to the rules and regulations of the ASSOCIATION.

17. A. If any authorized assessment is not paid when due, it shall be deemed delinquent and shall, together with interest and the costs of collection, become a continuing lien on the property which shall be binding on the then owner, heirs, successors, personal representatives or assigns. If the assessment remains unpaid for thirty (30) days from notice that it is due, interest shall accrue at the rate of six (6%) per cent per annum, the ASSOCIATION may bring an action at law or in equity against the delinquent owner personally and, if a lien be obtained, foreclose the same against the property. The ASSOCIATION shall add its costs, disbursements and reasonable attorney fees to the assessment charge and accrued interest.

B. The ASSOCIATION shall, upon written demand of any member, furnish evidence in writing, signed by an officer of the ASSOCIATION, that assessment charges against said member have been paid and said evidence furnished shall be conclusive as to payment.

18. Ownership of Outlots 1 and 2 and the cul-de-sacs as defined in the Final Plat as approved by the City of Brookfield and recorded as Document Number 979771, Volume 43, pages 144, 145 and 146, in the office of the Register of Deeds, Waukesha County, Wisconsin, shall be the exclusive property of the ASSOCIATION subject to the right of the City of Brookfield or any public utility to enter upon said property for lawful and valid purposes.

In the event the City of Brookfield, either at the request of the ASSOCIATION or because the ASSOCIATION has failed to promptly act, decides to assume the maintenance and repair of the common courts and open space the CITY shall have the responsibility to levy and collect a special assessment annually from each lot owner in the subdivision and for this purpose the LIBERTY HIGHLANDS SUBDIVISION shall constitute a special assessment district. The assessment shall be pro-rated in the same manner as hereinbefore described.

19. There shall be no further subdivision within Lots 1 through 70 inclusive and it is hereby intended that no owner shall increase or decrease, by gift, conveyance or otherwise, the size of any lot within the subdivision.

20. A. All landscaping must be completed within one (1) year after the completion of the residence and in this regard no permanent gravel drive will be permitted.

B. All lots must include two (2) trees no less than one and one-half (1½) inches in diameter in the front yard.

C. All lots must have, in the front yard, a lamp-post approved by the OWNER, or when applicable, the ASSOCIATION.

21. In the event there is a conflict between these provisions and the City of Brookfield rules and regulations the stricter provisions shall control.