Document Number

Bavarian Woods Subdivision
DECLARATION OF RESTRICTIONS

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Name and Return Address:

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Brookfield, WI 53045

GTNV 194-985 & 194-995

Parcel Identification Number (PIN)

PTS 18713

DECLARATION OF RESTRICTIONS
BAVARIAN WOODS

THIS DECLARATION MADE THIS 4th day of April, 2007 by GERMANTOWN VENTURES, LLC, ("THE DEVELOPER").

WITNESSETH

WHEREAS, the DEVELOPER owns the subdivision in the Village of Germantown, (the "Village") hereinafter legally described, which has been platted as "Bavarian Woods" (the "Subdivision"), consisting of 23 single-family residential lots; and DEVELOPER desires to subject the Subdivision to the conditions, restrictions, covenants, reservations and easements hereinafter as. forth for the benefit of the Subdivision as a whole and for the benefit of each owner of any part of the Subdivision;

NOW, THEREFORE, the DEVELOPER hereby declares that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each of every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

Definition of Terms. "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping group, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption, or marriage. "Architectural Control Committee" (A.C.C.) shall mean the committee referred to in Article II hereof. "Lot" shall mean a lot in the Subdivision platted for residential development, and shall not include any platted outlot. "Outlot" shall mean a parcel designated as an outlot on the Subdivision plat, which, by reason of such designation, is not platted as a single building site. "Unit" shall mean that portion of a building to be occupied by a single family. "Dwelling" shall mean a building, which contains one unit.

ARTICLE I

Property Subject to this Declaration. The following shall be subject to this Declaration:

Bavarian Woods, being 31.194 acres located in the Southwest ¼ of the Southeast ¼ of Section 19, T9N R20E, in the Village of Germantown, Washington County, Wisconsin.

ARTICLE II

Use of Lots and Similar Matters

2.1 Use Restrictions. Each lot purchaser should be fully aware of the restrictions that are contained herein and the building and zoning codes of the Village of Germantown before purchasing a lot in Bavarian Woods.

2.2 General Purpose. The general purpose of this Declaration is to help assure that the Subdivision and the adjacent property will become and remain an attractive community and toward that end to preserve and maintain the natural beauty and the natural plant life and wildlife habitat of certain open spaces and recreational areas within and in the vicinity of the Subdivision; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites - as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property consistent with the purposes for which it is platted; to encourage and secure the erection of attractive residential structures thereon, with appropriate locations thereof on building sites; and to secure and maintain proper spatial relationship of structures and lot lines.

2.3 Single-Family Lots. No lot shall be used except for single-family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any such lot other than one detached, single-family dwelling, not exceeding two and one-half stories in height and an attached private garage for not less than three cars. There shall be a maximum of one outbuilding designed to match the main residence for use incidental to the residential use of the premises.

2.4 Lot Restrictions. No dwelling shall be erected on any lot having less than the following minimum areas:

(a) Not less than 1,600 square feet for a one-story dwelling;

(b) Not less than 1,200 square feet for the first floor of a one and one-half or two-story dwelling and not less than 2,200 square feet for both the first and second floors combined; or

(c) Not less than 2,200 square feet on the upper floors of a split-level or bi-level dwelling. Upper floors are defined as the total living area on those floors immediately below the roof regardless of whether or not they are, at the same elevation.

(d) The maximum total floor area of the principal building shall not exceed that permitted under the floor area ratio regulations of the Village of Germantown zoning code as specified by the regulations for the zoning district in which such building is located. ***Please note paragraph 2.6 for further details.***

(e) Minimum area square footage calculations by the A.C.C. shall be made from the outside face of exterior wall construction and include all walls. Window,

2.22 Postal Service Rules/Regulations. In order to maintain a pleasant continuity in Bavarian Woods, permanent mail/newspaper units must be purchased from the DEVELOPER at the time of the closing of the lot. The cost of this unit will be $300.00 and will be charged to the buyer on the settlement statement at closing. The DEVELOPER will install mail/newspaper units in one location for all boxes and/or multiple clusters at locations as directed by the U. S. Postal Service. Owner may be required to provide an individual temporary mailbox at a common location as directed by the U. S. Postal Service prior to installation of permanent mail/newspaper units. After the mail/newspaper unit is installed, repairs and/or maintenance become the responsibility of the respective owners. Should maintenance be required and not performed in a timely manner on the mail/newspaper units, the A.C.C. reserves the right to have repairs made and charge back costs to the respective owners of the mailboxes.

2.23 Road Access. All lots are restricted from direct vehicular access to Greenfield Avenue.

2.24 Landscape Maintenance. Landscaping is proposed to be installed on Lots 1 and 10. It will be the responsibility of those lot owners to maintain this landscaping.

2.25 Builder Approval. All builders must be approved by the Developer and placed on an approved builder list for Bavarian Woods Subdivision. The Developer shall have the sole right and complete discretion to approve or disapprove any builder from acceptance to this list. After all lots have been transferred from the Developer, the ACC shall have control of this list.

ARTICLE III

Declaration Terms

3.1 This Declaration shall run with the land and shall be binding upon all persons claiming under the DEVELOPER for a period of ten years from the date this Declaration is recorded. After the expiration of such ten-year period, this Declaration shall be automatically renewed for successive periods of ten years, unless there is recorded an instrument executed by the owners of at least 60% of the single family lots, for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewed term which next expires following the recording of such instrument of termination.

3.2 Declarant reserves the right to enter into agreements with a proposed grantee or current Owner of any Dwelling Lot or Dwelling Lots (without the consent of Owners of other Dwelling Lots) to deviate from any portion of the Covenants, Conditions and Restrictions set forth in this Declaration provided there is a practical difficulty or a particular hardship evidenced in the case, any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenants, Conditions, and Restrictions as to the remaining Property which is subject to this Declaration.

fireplace and room projections are included only when the floor joists are extended under those areas. Areas not included are decks, porches, garages, carports, attics, space labeled "optional" or "bonus" and breezeways. No floor area below finished yard grade shall be considered living area.

(f) For purposes of figuring total area, the A.C.C., in its sole discretion, shall determine what constitutes a one-story, a one and one-half story, a two-story or a tri-level dwelling.

(g) In no event shall any dwelling of any type be erected on any lot containing a total area of less than 1,600 square feet within the main dwelling as measured above.

(h) No building, outbuilding, or other structure shall be erected, placed or altered (including exterior additions, enlargement or major remodeling) on any lot until the construction plans and specifications, building grade elevations, and a plan showing the location of the structure have been submitted to and approved by the A.C.C., as to the quality of design, workmanship and materials and harmony of the external design with existing structure and as to location with respect to topography and finish grade elevation. The said plans, specifications, and survey shall be submitted in duplicate and the A.C.C. approval or disapproval shall be in writing within 30 days thereafter. The A.C.C. shall have the right to waive infractions or deviations. Any action by the A.C.C. shall be final and conclusive as to persons then or thereafter owning lots covered by these restrictions. No building shall be constructed that is a substantial duplication of another previously approved or constructed building located within 500 feet of the proposed building unless in the opinion of the A.C.C., such duplication would not be a detriment to the previously approved or constructed building.

So long as the DEVELOPER or its assigns shall own any of the lots covered by these restrictions, the A.C.C. shall be composed of three representatives of the DEVELOPER. When the DEVELOPER or its assigns no longer own any of the lots covered by these restrictions, then the A.C.C. shall consist of three members elected by the buyers of lots in Bavarian Woods, each lot representing one vote. Members of the A.C.C. shall serve for three years or until their successors have been duly elected. Due notice of the election of such A.C.C. shall be filed in the Office of the Register of Deeds, Washington County.

2.5 Setbacks, height restrictions and locations of all structures shall be as follows:

(a) Building Setback (from street right-of-way) 50 feet minimum

(b) Building Offset (side) 20 feet minimum

No variations from these requirements shall be allowed or granted by any government body, including the Village of Germantown, or privately, under any conditions.

2.6 F.A.R. and Lot Coverage Maximums. No building area(s), principal or accessory, shall exceed the floor area ratio (F.A.R.) and lot coverage provisions, which are governed by the Village of Germantown Zoning Code. Square footage calculations for maximum floor area shall be measured at each level from outside of exterior wall to outside of exterior wall. In a split-level building, the first floor level shall be the lowest level defined as a story. Each level above atrium or vaulted areas shall be measured. Excluded from the measurement shall be basements, open porches, patios, or decks, attics, (whether or not a floor has been laid, providing structural headroom of an average height of less than 8 feet), or areas beneath building overhangs not used for living purposes.

2.7 Garage Accommodations/Restrictions. All garages shall be built at the same time as the private dwelling and shall be large enough to accommodate a minimum of three cars. Absolutely no truck, boat, mobile home, or trailer of any kind may be parked on the premises outside of the garage other than for the delivery of materials or merchandise, except during construction, servicing or remodeling periods. No vehicle shall be parked or stored on the premises outside the garage while being repaired or restored for longer than an eight-hour period.

2.8 Date of Completion. All buildings shall be completed within one year from the date ground is broken for such building.

2.9 Building Materials. No used materials will be permitted in the construction of any building in this subdivision except such materials as reclaimed brick, which, in the opinion of the A.C.C. will enhance the appearance of the building of which they will become a part. There shall be a continuance of design on all sides of each dwelling. Manmade materials such as, but not limited to, vinyl or aluminum siding, shall not be allowed. Developer will allow cement board or LP type siding as an alternative for cedar. Additionally, asphalt dimension shingles shall be allowed, provided they are warranted by the manufacturer for a minimum of 30 years.

2.10 Occupancy Rules and Regulations. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the A.C.C. and an occupancy permit obtained from the Village.

2.11 DEVELOPER Master Plan. A master surface drainage plan has been prepared by the DEVELOPER designating the manner in which each lot shall drain in relation to all other lots in the neighborhood. A copy of this plan is on file in the office of the DEVELOPER. At the time a building permit is requested, the building permit survey for such dwelling shall indicate and be consistent with such plan. No deviation therefrom shall be permitted without the approval of the Village of Germantown. Within 30 days after completion of a dwelling on any lot in Bavarian Woods, the owner of said dwelling shall grade the lot to conform to said drainage plan and from that time forward nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with the said plan. Silt fences have been placed at various

locations in the subdivision by the DEVELOPER in accordance with approved plans on file as above, or as ordered by the Village in the course of development of the subdivision. Owners are required to maintain said fences until such time as turf cover is restored to all disturbed areas, and to comply with any orders of the Village requiring additional fencing and/or hay bales. If an owner fails to comply with such order within forty-eight hours, the Village shall have the right to cause such work to be done, and to charge the cost thereof to the owner, which if not paid shall be added to the tax bill as a special assessment. Additionally, the Developer shall approve all elevations and building locations.

In an effort to preserve existing trees and alleviate drainage issue, supplemental restrictions for lots in Bavarian Woods Subdivision are listed as follows; a) Retaining walls required to preserve trees must be approved by the Village of Germantown prior to installation; b) The lots, which are wooded are not pre-graded for house construction. Any grades shown for these lots on a master yard grade plan (if created) are the future required grades and/or split grades; c) The driveway location shown for these lots on the grading plan (if created) is the required location for that driveway.

2.12 Ground Fill on Building Site. Where fill is necessary on a lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and dumping of fill material shall be leveled immediately after completion of the building. Said fill shall also be subject to a fill permit issued by the Village of Germantown.

2.13 Pool Regulations. Only in ground swimming pools are permitted and must be installed in accordance with Village of Germantown requirements.

2.14 Lot Line and Fence Regulations. Lot line and other fences will be permitted, provided they are constructed of wood, masonry or ornamental iron, a maximum of three feet in height, except as required by Village Ordinance, and the design thereof has been submitted to and approved by the A.C.C. and Village of Germantown in advance of construction thereof. Compliance with the Village of Germantown fence regulations is required. Conflicts with underground public utility facilities within easements shall result in fence locations accommodating such facilities. Tennis courts shall be fenced with plastic coated chain link fencing or method required under the Village of Germantown regulations.

2.15 Sign Regulations. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot in area or a sign of not more than five square feet in re-advertising the property for sale or rent, or signs used by a building contractor. The DEVELOPER shall be allowed to advertise the property during the construction and sales period within the laws of the Village of Germantown.

2.16 Animals/Pets Restrictions. No animals, livestock or poultry shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Outside kennels shall not be located within the setback areas.

2.17 Landscaping Restrictions. Lots shall be landscaped and seeded or sodded within twelve months after completion of a dwelling. Landscaping shall include the area between the front lot line and the edge of the street pavements Landscaping must include a hard surface drive, parking stand or turnabout consisting of concrete, asphalt or similar material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt or similar material shall be installed within six months from the date the premises are completed. One lamppost, either gas or electric, shall be purchase from the developer at closing for $1,000 and shall be installed by the buyer where the driveway abuts the front lot line.

No planting, structure or other improvement shall be installed within "intersection vision triangle" areas except as allowed by the Zoning Code of the Village of Germantown.

No existing tree with a diameter of four (4) inches or more at a height of four (4) feet from the ground, beyond ten (10) feet from the approved dwelling location, shall without approval of the A.C.C. be cut down, destroyed, mutilated, moved or disfigured and all existing trees shall be protected during construction and preserved by wells or islands, and proper grading in such matter may be required by the A.A.C.

2.18 Vehicular Restrictions. No motorcycles, snowmobiles, trail bikes, dune buggies or off street motorized vehicles of whatsoever type or description shall be operated on any lot, outlot, driveway, parking area, private road, or any other land within the boundaries of the subdivision.

2.19 Utility Systems Provisions/Regulations. All telephone and electric service to any building on any lot shall be from the underground utilities systems and no overhead service shall be provided or allowed.

No satellite receiver dishes shall be allowed in Bavarian Woods Subdivision of any size greater than 18". These dishes must be mounted to the residence and locations approved by the A.C.C. Standard rooftop television antennae shall be allowed when installed in accordance with Village of Germantown.

2.20 Maintenance Rules/Regulations. It shall be the responsibility of each lot owner to remove all debris caused by any and all construction work occurring on his lot. No owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks, or other material on any lot or outlot within the subdivision. This shall also apply to the Village street(s) abutting said lot.

2.21 Wall Installation Restrictions. Retaining walls shall be subject to the regulations of the Village of Germantown and shall be built of wood, stone, brick or decorative C.M.U., but not of concrete block or unfaced poured concrete. The installation of retaining walls must comply with the Village of Germantown requirements, which at the time of this Agreement being executed, restricts the height of such walls to 3 feet maximum and outside of setbacks and offset areas.

3.3 Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

3.4 After the sale of the last lot owner by the DEVELOPER this Declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the lots in the subdivision, and, also, executed and approved by the DEVELOPER so long as it owns any parcel or lot in said subdivision. Said Declaration shall become effective only upon due recording with the Office of the Register of Deeds for Washington County, Wisconsin.

3.5 The restrictions and covenants contained herein may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same by any lot owner either to recover damages or to demand compliance, provided however, that no such actions shall be commenced after one year from the date on which the violation occurred.

3.6 In the event of any conflict between these restrictions and the Village's zoning and building regulations, the stricter provisions shall apply.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month, and year first above written.

Germantown Ventures, LLC

By _____
Scott Simon, Managing Member

NOTARY PUBLIC MEGAN P. GRANT STATE OF WISCONSIN

STATE OF WISCONSIN)
)
WASHINGTON COUNTY)

Personally came before me this 4th day of April, 2007, the above named Scott Simon, Managing Member, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____
Megan P. Grant
Notary Public, Washington County, WI
My Commission expires 2-21-2010

Drafted By: Scott Simon