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| DOCUMENT NUMBER: | <div>DECLARATION OF RESTRICTIONS AND COVENANTS FOR SPRING LAKE SHORES</div> |
| | <div>Drafted by and return to: John Siepmann Siepmann Realty Corp. W240 N1221 Pewaukee Rd Waukesha WI 53188</div> <div>DOUV1593940004 Parcel Identification Number(s) (PIN)</div> |

DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

SPRING LAKE SHORES

Revised 5/20/2025

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DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

SPRING LAKE SHORES

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN REALTY CORP., (herein referred to as the "Developer," which term shall also include the duly authorized agent of Developer) are the owners of Spring Lake Shores, being part of the Northwest ¼ of the Northwest ¼ of Section 23, Village 7 North, Range 17 East, Village of Dousman, Waukesha County, Wisconsin, (herein referred to as "SPRING LAKE SHORES"). Developer intends to establish a general plan for the use, occupancy and enjoyment of SPRING LAKE SHORES, and in furtherance of the general purpose set forth in Section I, below, does hereby declare for the mutual benefit of present and future owners of lands in SPRING LAKE SHORES, below (herein referred to individually as "Owner" and collectively as "Owners"), that SPRING LAKE SHORES shall be subject to the following restrictions and covenants.

I. GENERAL PURPOSE

1.1. The general purpose of this Declaration of Restrictions and Covenants for SPRING LAKE SHORES (herein referred to as the "Declaration") is (1) to promote the harmonious development of SPRING LAKE SHORES into a residential community of high quality while protecting the natural beauty and quality of the environment; (2) to help insure that SPRING LAKE SHORES will become and remain an attractive community; (3) to guard against the erection of poorly designed or proportioned structures; (4) to require harmonious use of materials; (5) to promote the highest and best residential development of SPRING LAKE SHORES; (6) to require the erection of attractive homes with four-sided architecture in appropriate locations on building sites; (7) to require proper setbacks from streets and the lake shore and adequate free spaces between structures; and (8) in general, by such actions to maintain and enhance the value of investments made by purchasers of properties in SPRING LAKE SHORES.

II. BUILDING RESTRICTIONS

2.1. All lots in SPRING LAKE SHORES are restricted to the erection of a single one story, story and one-half, or two story single family residence building with a minimum square footage of living space (excluding basement level areas) of two thousand three hundred (2,300) square feet and one pool house, or gazebo. One outbuilding will be allowed on Lot 8, subject to developer approval.

2.1.1. The total surface area of any lot which is covered by the residence, attached garage, porches, decks, patios, swimming pools, driveways, parking areas, walkways and other impervious surfaces shall not exceed the amount allowed by Village of Dousman (hereinafter referred to as the "Village") ordinances.

2.1.2. The total area that may be cleared of trees and vegetation on all lots in SPRING LAKE SHORES is restricted. See the SPRING LAKE SHORES Final Plat for these restrictions.

2.2. Each single-family residence in SPRING LAKE SHORES must have a garage that accommodates at least 2 cars, that is attached to the residence directly or by breezeway, and that is constructed at the same time as the residence (such single family residence and garage together shall be referred to herein as the "Building"). The maximum size of the garage portion of the Building shall conform to Village ordinances. Garage entrances must be on the side or rear of the Building. (Courtyard-style and canted garage entrances conform with this requirement.)

2.3. The exterior walls and fascia of the Building and any Permitted Improvements (as defined in Section 4.1, below) must be constructed of brick, stone, stucco, solid wood siding, Hardiplank siding, or its equivalent. Developer may, in its sole discretion, approve the use of artificial stone products. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted on the exterior of the Building or any Permitted Improvements, except on soffits. Soffits (but not fascia) may be made of aluminum, vinyl or the siding materials permitted above for exterior walls. Fascia may only be made of the siding materials permitted above for exterior walls (not aluminum or vinyl).

2.4. All Building roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for a porch roof, a shed-style roof or rear dormers on story and one-half Buildings. All roofs shall be covered with either wood shakes, dimensional shingles or standing seam metal roofing. Developer reserves the right, at its sole discretion, to approve other roof materials.

2.5. All improvements shall comply with the offsets and setbacks required by Village ordinances, state law, federal law, or any other law or regulation in effect at the time of construction.

2.6. Each Owner must obtain Approval of the plans and specifications outlined in Section 2.6.2, below (referred to hereinafter as "Design/Layout Plan"), prior to application for a building permit. For purposes of this Declaration, the term "Approval" shall mean the prior written approval of Developer.

2.6.1. Before submitting Final Design/Layout Plans each Owner must submit at least one preliminary plan for review by Developer.

2.6.2. Each Owner must submit to Developer in connection with its application for Approval of the Design/Layout Plan: one complete full-size set of the final plans and one-11" x 17" reduction which shall incorporate the plan changes, if any, required by Developer as noted in its review of the preliminary plans. Plans must include the following:

- (a) Exterior elevations drawn to scale (1/4" = 1' minimum)
- (b) Floor plans drawn to scale (1/4" = 1' minimum)
- (c) Identification of all exterior building materials;

(d) Stake-out survey showing the proposed location of the Building, existing and proposed yard grades and location of silt fences.

(e) The square footage of living area by floor.

(f) Other things that may be required from time to time as set forth in the Requirements and Guidelines.

2.6.3. Approval of the Design/Layout Plan shall be based upon the building and use restrictions contained herein and the **Requirements and Guidelines for Building Construction and Improvements for SPRING LAKE SHORES** (herein referred to as the **“Requirements and Guidelines”**), as may be adopted from time to time by Developer. **Owner shall obtain and review the Requirements and Guidelines from Developer prior to applying for Design/Layout Plan Approval.**

2.6.4. Design/Layout Plan Approval may be withheld if the design is too similar in appearance to other Buildings in close proximity.

2.6.5. If in the opinion of Developer the submitted plans do not comply with the SPRING LAKE SHORES Requirements and Guidelines and the Declaration Developer may, at its option, but only with Owner’s consent, refer the plans to a professional home designer for redesign so that the plans will comply with the SPRING LAKE SHORES Requirements and Guidelines and Declaration. The Owner will be responsible for the payment of any fees charged by such professional.

2.6.6. In its decision to grant Approval, Developer will take into consideration not only the required minimum setbacks but also the relationship of the location and position of the proposed Building and Permitted Improvements to the street and to the Buildings that have been constructed or that may be constructed on the adjoining lots.

2.7. The Buildings constructed on all lots in SPRING LAKE SHORES are required to have a minimum of one foot of vertical separation distance between any basement floor and the seasonal high water table.

2.8. Each homeowner shall be required to construct and maintain a raingarden(s) on their respective property for the purpose of stormwater management. Details of this requirement shall be noted on the SPRING LAKE SHORES FINAL PLAT and in the STORMWATER MANAGEMENT AGREEMENT, both of which shall be recorded at the Waukesha County Register of Deeds and will run with the land. The STORMWATER MANAGEMENT AGREEMENT shall run with the Property and be binding upon all heirs, successors and assigns (“Titleholders”). Upon transfer of title to portions of the Property, the responsibilities contained in the STORMWATER MANAGEMENT AGREEMENT shall be transferred with the Property to the Titleholders. The Owner, subsequent to the title transfer for all

individual lots in SPRING LAKE SHORES, shall be released from any and all obligations contained in this Agreement. The Owners must provide the Village of Dousman proof that the rain garden installed on each lot shall comply with all provisions of Chapter 16 of the Village of Dousman Village Code. The rain gardens must be sized to adequately address all stormwater runoff on the individual properties based upon the impervious surface of each property.

2.8.1 The Village of Dousman is required by the Wisconsin Department of Natural Resources to comply with the requirements of Municipal Separate Storm Sewer System (MS4) Best Management Practices (BMP). On an annual basis, the Village will employ an engineer or other qualified professional to complete all inspection and testing required by the MS4 for SPRING LAKE SHORES. The cost of the inspection and testing shall be charged to the property owner.

2.9 Developer, and no other, shall have the right and authority to modify the Building Restrictions set forth in this Section II with respect to lot 3 because of the improvements existing on said lot as of the date of this Declaration. No changes to the existing buildings located on lot 3 shall be required by reason of the execution and recording of this Declaration, nor shall any requirement hereof which is inconsistent with the current condition of existing buildings on said lot 3 apply to lot 3. However, any and all changes to, modifications of or remodeling of the exterior of the existing buildings shall be subject to the review and Approval of Developer. In the event that the existing buildings are razed or destroyed, any new Buildings or improvements constructed on lot 3 shall be in compliance with this Declaration.

2.10 Notice. Although all lots in the development have been reviewed and approved for residential use in accordance with applicable laws, some lots contain soil and groundwater conditions which may require additional soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert design any and all basements and foundations, to be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein. Moreover, NOTICE IS HEREBY PROVIDED that any basements in the development are privately designed, created by the Developer Owners, to be maintained by the Owners, and the Village of Dousman does not warrant that the basements will function as intended. All basements shall be constructed consistent with Section 16.11(D)(6)(E)(1) of the Village of Dousman Village Code, which states the following:

(1) Basement floor surfaces shall be built a minimum of two feet above the highest groundwater table elevation, as documented in the submitted soil evaluations in accordance with Village Standards. On sloped sites, basements may be allowed partially below the highest groundwater table only on the upslope side if they meet Village drainage system standards for design, discharge, engineering oversight,

and long-term maintenance. For these sites, the 2-foot groundwater separation will be enforced at the further downslope point of the basement.

III. CONSTRUCTION

3.1. The Building must be constructed in accordance with the Design/Layout Plan which has received Approval and must be completed within 12 months after the date the building permit has been issued by the Village. A sodded or seeded lawn and a driveway paved with concrete, asphalt, gravel or brick must be installed within 6 months after the date that the occupancy permit has been issued by the Village.

3.2. All construction-related activity shall be confined to the Owner's lot unless the adjoining Owners have given permission to use their respective lot. In the event that landscaping on adjacent lot is disturbed during construction or grading, all disturbed areas shall be immediately restored with vegetation of like kind. In the event that eroded material is deposited onto a street or neighboring property, the Owner of the lot from which the material came shall be responsible for removing the material and restoring the street or neighboring property to its original condition.

IV. IMPROVEMENTS/OWNER MAINTENANCE

4.1. No buildings, outbuildings or other structures will be permitted on the Property except the Building, and except the following exclusive list of permitted improvements ("Permitted Improvements"), which are subject to the **Requirements and Guidelines** and require Approval:

4.1.1. Fences of a decorative style.

4.1.2. Deck structures constructed of wood or metal. Developer may, in its sole discretion, approve the use of artificial wood products on decks.

4.1.3. Gazebo.

4.1.4. Pool house, outbuilding or barn.

4.1.5. In-ground swimming pool. Above-ground swimming pools are not permitted, except for seasonal pools. All swimming pool related pump, heater, filter and other equipment must be concealed in an enclosure located next to the Building to minimize the noise and visibility to neighboring properties. A different location for such pool equipment (with proper screening) may be allowed in special circumstances with Approval. "Seasonal Pool" means a swimming/wading pool which is stored indoors during the months of October through May, does not exceed 5 feet in diameter or 20 square feet in water surface area and is not more than 18 inches high. Swimming pools must comply with the requirements of Section 17.20(3) of the

Village Code and any future amendments, revisions, modifications or additions to the same and the requirements included therein

4.1.6. Retaining walls constructed of natural stone or manufactured stone products.

4.1.7. Berms.

4.1.8. Dog kennels. Dog kennels shall be located immediately behind the Building, shall be no larger than 400 square feet in area with any fences screened from view by adequate landscaping. Doghouses may only be made of the siding materials permitted for Buildings in paragraph 2.3, above.

4.2. There shall be no outside parking or storage of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles or items deemed to be unsightly by Developer.

4.3. Satellite dish antennas may not exceed 6 square feet in surface area. No antenna or satellite dish shall be mounted or installed on any roof. Any antenna or satellite dish should, if possible without interfering with reception, be placed and screened so as to minimize its visibility from roadways and neighboring lots.

V. VIOLATION

Any Owner violating the restrictions contained in this Declaration shall be personally liable for and shall reimburse Developer for all costs and expenses, including attorneys' fees, incurred by Developer in enforcing this Declaration. The foregoing shall be in addition to any other rights or remedies that may be available to Developer.

VI. AGENT

Siepmann Realty Corporation is the duly authorized agent of Developer as of the date of this Declaration and may act in that capacity until such time as a notice is recorded in the office of the Register of Deeds for Waukesha County, Wisconsin by Developer, its successors or assigns, which terminates the authority of said agent.

VII. MISCELLANEOUS

7.1. **Amendment of Declaration.** Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of the lots subject to this Declaration or any Supplemental Declarations; provided, however, that any such action must also be approved in writing by (i) the Village of Dousman Village Board; (ii) Waukesha County; and (iii) James P. Siepmann; so long as he shall be an Owner of any lands adjacent to the lots subject to this Declaration or any Supplemental Declaration. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

7.2. **Variances.** Developer, and no other, shall have the right and authority to permit variances from the application of the Declaration, if such modification or variance is consistent and compatible with the overall scheme of development of SPRING LAKE SHORES, provided that no such modification shall be in violation of applicable laws or ordinances, or have the effect of revoking an Approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of Developer, and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as thereafter preventing or excusing strict compliance with the Declaration, or (ii) as entitling any other person to such modification or variance.

7.3. **Severability.** The invalidity or unenforceability of any term, provision or condition of this Declaration for any reason shall not affect the validity or enforceability of any other term, provision, or condition hereof, all of which shall remain in full force and effect for the term of this Declaration.

7.4. **Duration of Restrictions.** These restrictions and covenants and any amendments thereto shall be in force for a term of thirty 30 years from the date this Declaration is recorded. Any Supplemental Declarations, whenever executed, shall have a term which coincides with the term of this Declaration and shall expire upon the expiration of this Declaration. Upon the expiration of such initial 30-year term or any extended term as provided herein, this Declaration, as amended, and any Supplemental Declarations shall be automatically extended for successive terms of 10 years each. These restrictions shall be deemed to be covenants running with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner, and by the Village.

7.6 **Finish Grade.** Each 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 Village Engineer on file in the office of the Village Clerk. The Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any lot, upon notice to the Developer as long as Developer owns any lot in the Subdivision, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

7.7 **No Fees or Assessments in Event of Tax Forfeiture.** Neither Waukesha County nor the Village of Dousman shall be liable for any fees or special assessment in the event that Waukesha County or the Village of Dousman become the owner of one or more lot in SPRING LAKE SHORES by reason of tax delinquency.

7.8 **Compliance with Applicable Laws.** The Developer, its successors and assigns, the Owners, and all parties hereafter having an interest in SPRING LAKE SHORES, are subject to all rules, codes, regulations, and ordinances of the Village of Dousman, Waukesha County, the State of Wisconsin and the federal government, and the same may be more restrictive than this Declaration. In the event there is a conflict between the requirements of this Declaration and any provision of the Village, County, State or federal law or regulation, the more restrictive provisions shall apply.

7.9 **Release.** Except as provided in Section 2.6, Developer shall relinquish all rights and obligations under this Declaration of Restrictions and Covenants upon transfer of its last ownership interest in the Spring Lake Shores Subdivision.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictions and Covenants this
____ day of _____, 202____.

SPRING LAKE SHORES, LLC.

BY: _____
Lynne Dresen, Member

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 202____, the above-named Lynne Dresen, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Waukesha County, State of Wisconsin
My Commission: _____

Revised 2/26/2025

This instrument was drafted by:
Siepmann Realty Corp.
W240N1221 Pewaukee Road,
Waukesha, WI 53188