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**DECLARATION OF RESTRICTIONS
AND COVENANTS FOR
SIVYER SUBDIVISION**

Revised 7/8/13

SIVYER SUBDIVISION
DECLARATION OF RESTRICTIONS AND COVENANTS
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DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

SIVYER SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS; that TRESTLE CREEK, LLC is a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein referred to as the "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of SIVYER SUBDIVISION, being a part of Blocks K and N, and vacated alley in Koenig's Subdivision in the SE ¼ of the SW ¼ of Section 14, Town 6 North, Range 22 East, City of St. Francis, Milwaukee County, Wisconsin, (herein referred to as "SIVYER "). Developer intends to establish a general plan for the use, occupancy and enjoyment of SIVYER, 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 SIVYER (herein referred to individually as "Owner" and collectively as "Owners"), that SIVYER 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 Sivyer Subdivision (herein referred to as the "Declaration") is (1) to promote the harmonious development of SIVYER into a residential community of high quality; (2) to help insure that SIVYER 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 SIVYER; (6) to require the erection of attractive homes in appropriate locations on building sites; (7) to require proper setbacks from streets 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 SIVYER .

II. BUILDING RESTRICTIONS

2.1. All lots in SIVYER 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 one thousand five hundred (1,500) square feet for a one story residence and one thousand six hundred fifty (1,650) square feet for a one and one-half, two story or split level residence.

2.2. Each single-family residence in SIVYER must have no more than one (1) garage that accommodates at least two (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 City of St. Francis (hereinafter referred to as the "City") ordinances.

2.3. The exterior walls of the Building and of any Permitted Improvements (as defined in Section 4.1, below) must be constructed of brick, stone, stucco, solid wood siding, vinyl siding, aluminum siding, Hardiplank siding, or its equivalent. Developer may, in its sole discretion, approve the use of artificial stone products. Siding materials such as steel, pressed board, Masonite or plywood will not be permitted on the exterior of the Building or any Permitted Improvements. Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the exterior walls above such exposed wall.

2.4. All Building roofs shall have a minimum pitch of six feet in height for each twelve feet in length (6/12), except for a porch roof, a shed-style roof or rear dormers on story and one-half Buildings.

2.5. The minimum setback from the abutting street right-of-way is twenty-five (25) feet. Porches and decks may extend up to five (5) feet into the front setback area. The minimum side yards for a one story or one and one-half story Building are three (3) feet on the west side and seven (7) feet on the east side. The minimum side yards for a two story Building are five (5) feet on the west side and ten (10) feet on the east side. The minimum rear yard is twenty-five (25) feet.

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. Approval of the Design/Layout Plan shall be based upon the building and use restrictions contained herein.

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 the following:

- (a) Three complete full-size sets of the following 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.
- (b) Exterior elevations drawn to scale (1/4" = 1' minimum)
- (c) Floor plans drawn to scale (1/4" = 1' minimum)
- (d) Identification of all exterior building materials;
- (e) Stake-out survey showing the proposed location of the Building, existing and proposed yard grades and location of silt fences.
- (f) The square footage of living area by floor.
- (g) such other things that may be required from time to time by Developer.

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

2.6.4. If in the opinion of Developer the submitted plans do not comply with 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 Declaration. The Owner will be responsible for the payment of any fees charged by such professional.

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 twelve (12) months of the date the building permit is issued by the City. A sodded or seeded lawn and a driveway paved with concrete, asphalt or brick must be installed within six (6) months of the date that the occupancy permit is issued by the City. All driveway aprons (the area between the curb and sidewalk) must be concrete.

3.2. At the time of construction of the Building, the Owner shall install at a location within the front setback area, one outdoor electric post lamp of the Owner's choice with an unswitched photoelectric control. The Owner shall maintain the operation and appearance of the post lamp. The post lamp shall be lit from dusk until dawn.

3.3. Each Owner must adhere to the grading plan or any amendment thereto approved by the City Engineer and on file with the City ("Master Grading Plan"), and grade such Owner's lot in accordance with the Master Grading Plan. 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 and correction of any drainage condition (whether or not Owner complied with the Master Grading Plan), and the Owner is responsible for cost of the same. Each Owner, at the time of construction of the Building, shall also be responsible for grading its lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage onto neighboring property. This shall be accomplished by creating swales along common lot lines wherever practical. Drainage ways shall be kept free of any obstructions. No plantings other than grass shall be permitted within 3 feet of side or rear lot lines without Approval. Each Owner must consult with the adjacent lot Owner to agree upon compatible grading of their common lot lines. Due to the varying terrain and drainage conditions on each lot following construction, neither Developer nor the City shall be responsible for establishing lot line grades. The services of a professional engineer may be required to design a proper grading plan for any lot, the cost of which shall be paid by the lot Owner(s). Final grading of the lot shall be completed within two months after the date that an occupancy permit has been issued for the Building (subject to delays caused by adverse weather conditions).

3.4. Electric transformers, cable TV and telephone equipment boxes have been placed by Developer to serve each lot. Any subsequent relocation, either horizontally or vertically, or modification of these equipment boxes shall require written authorization from the appropriate utility company or service provider and Approval. The lot Owner shall pay all costs of such relocation or modification.

3.5. Each Owner shall be responsible for installing and maintaining erosion control measures from the commencement of grading until such time as a lawn or other plantings sufficient to prevent erosion has been established on the Owner's lot. These measures include, but are not limited to: installation of silt fence, hay/straw bales, ditch checks; street cleaning following precipitation events or tracking of mud on streets by any vehicle leaving the lot; and sodding or seeding and mulching lawn areas. Steep slopes may require installation of straw mat, jute mat or other materials designed to stabilize steep and highly erodable areas. Any areas where erosion control measures have been compromised by weather, construction or any other event, shall be repaired within seven (7) days of damage. After every rainfall exceeding ½ inch and at least once per week erosion control measures must be inspected by the Owner or the Owner's contractor, and any necessary maintenance or repairs made. Failure to comply with these requirements may result in sanctions against the Owner by the City, the Wisconsin Department of Commerce, and/or the Wisconsin Department of Natural Resources. All erosion control measures shall be installed and maintained according to the then current standards and specifications set forth in Wisconsin Department of Natural Resources Conservation Practice Standard and local ordinances.

3.6. All construction-related activity shall be confined to the Owner's lot unless the adjoining Owners have given permission to use their respective lots. In the event that landscaping on adjacent lots 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.

3.7. Each Owner shall be responsible to Developer and the City for the costs of repairing and replacing any sidewalk, street pavement, curb and gutter or restoring drainage

swales (including restoration of topsoil and lawn abutting the curb and gutter and within the drainage swales) which have been damaged during the course of constructing the Building and/or Permitted Improvements on the Owner's lot. In the event that the City requires Developer to make such repairs, replacements or restoration at Developer's expense, the Owner shall be required to reimburse Developer for the cost of the repairs, replacement and restoration to the extent that such costs exceed the amount of the curb and gutter or swale damage bond of Owner, if any, held by Developer or the City. Reimbursements not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, shall constitute a continuing lien on such Owner's lot until paid in full, and shall also be the personal obligation of any current or subsequent Owner of the lot. Developer may record a document with the Register of Deeds for Milwaukee County, giving notice of the lien for any such unpaid reimbursements and, upon payment or satisfaction of the amount due, Developer shall record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay or reimburse Developer for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed by the Developer in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer from pursuing all other legal remedies.

IV. IMPROVEMENTS/OWNER MAINTENANCE

4.1. No buildings, outbuildings or other structures will be permitted on any lot except the Building, and except the following exclusive list of permitted improvements ("Permitted Improvements"), which require Approval:

4.1.1. Fences. Chain link fences will not be allowed.

4.1.2. Decks.

4.1.3. Gazebos.

4.1.4. A pool house or a storage building, not to exceed 250 square feet in floor area and whose design and appearance matches that of the Building.

4.1.5. Swimming pools and spas.

4.1.6. Retaining walls.

4.1.7. Berms.

4.1.8. Outdoor playground equipment and play structures.

4.1.9. Dog kennels. Dog kennels shall be located immediately behind the Building, shall be no larger than two hundred (200) 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. The foregoing notwithstanding, the following actions are permitted:

(a) Outside parking of properly licensed, on-road (not off-road) motor vehicles that are driven on a "daily basis" (at least five (5) days per week.) Such vehicles may only be parked on a permanently paved area, not on a lawn or garden.

(b) Outside parking of boats, trailers, motor homes and recreational vehicles for not more than one week during a calendar quarter in order to prepare them for use or storage at another location.

(c) Outside parking of motor vehicles belonging to Sivyer residents' guests and visitors for a period that does not exceed fourteen (14) consecutive days.

(d) Outside storage of building material during periods of actual construction.

(e) Outside storage of firewood so long as it is stored in the rear yard and screened from the view of neighboring lots by landscape materials.

(f) All garbage, trash, materials to be recycled and their containers shall be kept inside the Building except on days when those items are scheduled to be picked up.

4.3. Satellite dish antennas may not exceed twenty-four (24) inches in diameter. 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.

4.4. Each Owner shall perform such periodic maintenance of the Owner's lot, including the adjoining public right-of-way area up to the edge of the curb, as may be necessary to keep the lot neat and clean in appearance, including, without limitation, the mowing of grass and removal

of weeds and debris. This requirement applies to vacant lots as well as to lots where Buildings have been constructed.

V. VIOLATION AND ENFORCEMENT

Any Owner violating the restrictions contained in this Declaration shall be personally liable for and shall reimburse Developer and any other Owner for all costs and expenses, including attorneys' fees, incurred by Developer or any other Owner in enforcing this Declaration. The foregoing shall be in addition to any other rights or remedies that may be available to Developer and any other Owner. Reimbursements not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, shall constitute a continuing lien on such Owner's lot until paid in full, and shall also be the personal obligation of any current or subsequent Owner of the lot. Developer may record a document with the Register of Deeds of Milwaukee County giving notice of lien for any such unpaid reimbursements and, upon payment or satisfaction of the amount due, Developer shall record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay or reimburse Developer for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed by the Developer in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer from pursuing all other legal remedies.

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 of Milwaukee County 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 at least seventy-five percent (75%) 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 City; and (ii) Developer so long as it shall be an Owner. 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 of Milwaukee County.

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 SIVYER, 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. **Reservation of Right to Grant Easements.** Developer reserves the right to grant and convey easements to the City and/or to any public or private utility company or service provider, upon, over, through or across those portions of any lot within ten (10) feet of any lot line for purposes of allowing the City, utility company or service provider to furnish gas, electric, water, sewer, cable television or other utility service to any lot. Developer reserves the right to grant and create easements through any portions of SIVYER for purposes of facilitating drainage of storm or surface water within or through SIVYER. Developer may grant such easements without the consent or approval of any lot Owner, so long as Developer or a successor developer to Developer owns any lots in SIVYER or future stages thereof.

7.4. **Future Stage of Development of Sivyer.** Developer, its successors and assigns shall have the right to bring within the Declaration future stages of the development of SIVYER, provided such future stages are or become adjacent to the real estate which is or becomes subject to this Declaration or any Supplemental Declaration. The future stages authorized under this Section shall be added by recording a Supplemental Declaration of Restrictions and Covenants

relating to each future stage (the "Supplemental Declaration"). A Supplemental Declaration will extend the provisions of this Declaration to such future stages, indicate any provisions which differ from the provisions of this Declaration or any prior Supplemental Declaration, and indicate the modification to this Declaration or any prior Supplemental Declaration resulting from such addition.

7.5. **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.

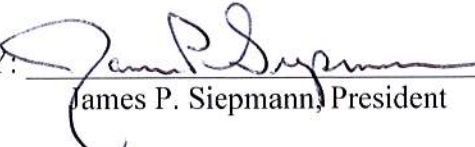
7.6. **Duration of Restrictions.** These restrictions and covenants and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded. Upon the expiration of such initial thirty (30) year term or any extended term as provided herein, this Declaration, as amended, shall be automatically extended for successive terms of ten (10) years each, unless prior to the end of the then-current term a notice of termination is executed by the Owners of at least seventy-five percent (75%) of all lots subject to this Declaration and is recorded in the office of the Register of Deeds of Milwaukee County. 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.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictions and Covenants this 29th day of August, 2013.

TRESTLE CREEK, LLC

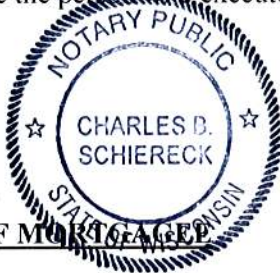
By: SIEPMANN DEVELOPMENT COMPANY
LIMITED PARTNERSHIP, Member

BY: SIEPMANN REALTY CORP., it's General Partner

BY: 
James P. Siepmann, President

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 29th day of AUGUST, 2013, the above-named James P. Siepmann, to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]
Notary Public, Waukesha County, State of Wisconsin
My Commission: EXPIRES 1/25/15

CONSENT OF MORTGAGEE

BMO Harris Bank as mortgagee of any present or future mortgage on the lands subject to the foregoing Declaration of Restrictions and Covenants, hereby consents to and agrees that its mortgages shall be subject to the foregoing Declaration of Restrictions and Covenants.

BMO Harris Bank

BY: [Signature]
Greg Bauer
BY: [Signature], VP.
Thomas N. Furman

STATE OF WISCONSIN)
) SS
COUNTY OF Waukesha)

Personally came before me this 29 day of August, 2013, the above-named Brey Bauer and Thomas Furman to me known to be the vice President and vice President respectively of BMO Harris Bank and to me known to be the persons who executed the foregoing instrument and acknowledged the same.



[Signature]
Notary Public, County of Waukesha
State of Wisconsin
My Commission: January 22, 2017