



Protective Covenants

MLG

1/7/05

PROTECTIVE COVENANTS

FOR

SEVEN STONES

©MLG/SWJK Limited Partnership

TABLE OF CONTENTS

		Page
Article 1	Property Subject to Protective Covenants	5
	1.1 Existing Property	5
	1.2 Additional Property	5
Article 2	General	6
	2.1 Disclaimer	6
Article 3	Definitions	6
	3.1 Association	6
	3.2 Common Area	6
	3.3 Developer	6
	3.4 Dwelling Unit	7
	3.5 Lot	7
	3.6 Lot Owner	7
	3.7 Outlot	7
	3.8 Plans and Specifications	7
	3.9 Review Board	7
	3.10 Subdivision	7
Article 4	Design Control	8
	4.1 Plans and Specifications	8
	4.2 Review Board	8
	4.3 Submission of Plans	9
	4.4 Review	9
	4.5 Approval	10
	4.6 Disapproval	10
	4.7 Waiver	10
	4.8 Erosion Control and Surface Drainage	10
	4.9 Ground Fill on Building Site	11
	4.10 Building Materials	11
	4.11 Masonry	11
	4.12 Construction	11
	4.13 Completion; Occupancy	11
Article 5	Subdivision Standards	12
	5.1 General	12
	5.2 Unit Size	12
	5.3 Unit Measurement	12

	5.4	Windows	12
	5.5	Roof Pitch	12
	5.6	Setbacks	12
	5.7	Driveways	13
	5.8	Walkways	13
	5.9	Garage	13
	5.10	Landscaping	13
	5.11	Outbuildings and Temporary Structures	14
	5.12	Swimming Pools/Spas	14
	5.13	Fences and Walls	14
	5.14	Motorized Vehicles	15
	5.15	Antennas/Microwave Dishes	15
	5.16	Post lights	15
	5.17	Mailboxes	16
	5.18	Signs	16
	5.19	Animals	16
	5.20	Garbage and Refuse Storage and Disposal	17
	5.21	Nuisances	17
Article 6		Term and Amendment	17
	6.1	Term	17
	6.2	Amendment	17
Article 7		Easements	18
	7.1	Utility Easements	18
	7.2	Storm Sewer Easement & Drainage Easement	18
	7.3	Recreational or Other Easements	21
	5.21	Vacant Lot Maintenance Easement	22
	5.22	Vision Corner Easement	22
	5.23	Landscape Easement Agreement	22
	5.24	Pedestrian Easement	22
Article 8		Association of Lot Owners	23
	8.1	Home Owner's Association	23
	8.2	Membership and Voting	24
	8.3	Directors and Officers of the Association	24
	8.4	Operating Budget	24
	8.5	Tax Foreclosure	25
	8.6	Maintenance of Common Areas & Other Areas & Obligations	25
	8.7	Ownership of Outlots	25
Article 9		Miscellaneous	26
	9.1	No Reversion of Title	26
	9.2	Enforcement	26
	9.3	Severability	26
	9.4	Binding Effect	26
	9.5	Applicable Laws	26

Exhibit A - Legal Description

Exhibit B - Subdivision Plat

Exhibit C – Inspection Form for Storm Water Management Systems

PROTECTIVE COVENANTS FOR SEVEN STONES

THESE PROTECTIVE COVENANTS made this ____ day of _____, 2005, by MLG/SWJK Limited Partnership (hereinafter the "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described herein, which property is located in the Village of Sussex and Town of Lisbon, Waukesha County, Wisconsin; and

WHEREAS, Developer desires to subject the property to the conditions, restrictions, covenants, and reservations contained herein for the benefit of the property and the benefit of each owner of any part of the property, and for the purpose of creating a desirable utilization of the land in an aesthetically pleasing residential environment;

NOW, THEREFORE, the Developer hereby declares that the real property herein described shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants and reservations hereinafter set forth:

ARTICLE 1. PROPERTY SUBJECT TO PROTECTIVE COVENANTS.

1.1 Existing Property. The real property subject to the provisions of these Protective Covenants is described on Exhibit A attached hereto and incorporated herein (hereinafter the "Subdivision" or "Seven Stones"). The Subdivision consists of forty (40) individual residential lots (hereinafter "Lots") for the entire subdivision. There shall be no additional lots created in the Subdivision at any time.

1.2 Additional Property. Developer reserves the right, at any time during the term of these Protective Covenants, to subject other real property (the "Additional Properties") to the provisions of these Protective Covenants and to add the Additional Properties to the Subdivision. The Additional Properties shall be located in Waukesha County, Wisconsin and, when added to the Subdivision, shall be adjacent to the Subdivision. Developer shall add Additional Properties to the Subdivision by recording with the Register of Deeds for Waukesha County one or more amendments

to these Protective Covenants, with each amendment setting forth the legal description of the Additional Properties thereby added to the Subdivision.

ARTICLE 2. GENERAL. The intention of these Protective Covenants is to achieve the best use and most appropriate development and improvement of each Lot within the Subdivision; to preserve, as far as is practical, the natural beauty of the Subdivision; to guard against haphazard and inharmonious improvement of the Lots and the erection thereon of unattractive or poorly designed or poorly proportioned structures; to obtain harmonious and attractive use of material and color schemes; to encourage and secure the construction within the Subdivision of attractive homes with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and in general to endeavor to provide for a quality development of the Subdivision.

2.1 Disclaimer. Although the Developer is implementing these Protective Covenants with the intentions set forth above, the Developer makes no assurances, representations or guarantee that the stated intentions of these Protective Covenants shall be achieved, or as to the ultimate value of Lots in Seven Stones, or as to any stability or increase in value as a result of the imposition of these Protective Covenants.

ARTICLE 3. DEFINITIONS. The following terms as used in this document shall have the definitions set forth below:

3.1 Association. The term "Association" shall mean the non-profit corporation to be known as Seven Stones Owners Association, Inc., which shall serve as an organization of all owners of Lots in the Subdivision, and collect assessments from Lot Owners for payment of Association obligations and maintenance of Association properties, as set forth herein.

3.2 Common Area. The term "Common Area" shall mean all areas of the real property as described on Exhibit A other than the Subdivision, public streets and any part of an Outlot which shall be owned by the Village, Town or Developer. Common Area shall also specifically include those areas throughout the Subdivision the Association is required to maintain as set forth in these Covenants.

3.3 Developer. The term "Developer" shall mean MLG/SWJK Limited Partnership.

3.4 Dwelling Unit. The term "dwelling unit" or "dwelling" shall mean a living unit within Seven Stones that is intended to be occupied by one (1) family.

3.5 Lot. The term "Lot" shall mean an individual residential lot numbered from 1 to 40 inclusive in the Subdivision, as shown in Exhibit B attached hereto. Lots 1 – 14 are located in the Town of Lisbon and Lots 15 – 40 are located in the Village of Sussex. The lots in each municipality are shown on the final plats for each respective municipality, which are attached hereto as Exhibit B (collectively, both plats are referred to as the "Plat"). The final plats are also recorded in the Register of Deeds Office for Waukesha County. No Lot may be further divided without the prior approval of the Village Board of the Village of Sussex or Town Board of the Town of Lisbon, depending on where the Lot is situated. The minimum Lot size shall be one and one-half acre.

3.6 Lot Owner. The term "Lot Owner" shall mean the current owner(s) of any Lot in the Subdivision, whose name(s) appear in the recorded deed of conveyance.

3.7 Outlot. The term "Outlot" shall mean an outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

3.8 Plans and Specifications. The term "Plans and Specifications" shall mean complete written construction plans and detailed specifications as to materials and colors for construction of any building, wall, fence, sign, pool, deck, patio or other improvement in Seven Stones, including a site plan showing location of all improvements, driveways, walks, elevation and grade of the Lot and improvements, as set forth in Section 4.1.

3.9 Review Board. The term "Review Board" shall mean that board composed of three members initially appointed by the Developer to review and approve or disapprove of Plans and Specifications for construction of dwelling units and any other structures or improvements in the Subdivision.

3.10 Subdivision. The term "Subdivision" shall mean Seven Stones Subdivision, which means the residential lots numbered 1 - 40 inclusive as described in Exhibit A and as shown in Exhibit B attached hereto. The Subdivision Plats for Seven Stones (one for the Village and one for the Town) are recorded with the Register of Deeds for Waukesha County, Wisconsin. The terms

"Subdivision" and "Seven Stones" do not include the Outlots shown on Exhibit B attached hereto and also shown on the Subdivision Plat for Seven Stones.

ARTICLE 4. DESIGN CONTROL.

4.1 Plans and Specifications. No building, sign, driveway, walkway, swimming pool, deck, patio, play equipment or other structure or improvement shall be erected, constructed or maintained upon any Lot, nor shall any change or alteration be made thereto, unless complete plans and specifications have been submitted in duplicate to, and approved in writing by, the Review Board. The plans and specifications submitted shall include, in addition to detailed construction plans, a site plan showing the exact size and location of each building or other structure, the elevation thereof, the grade of the Lot, grades adjacent to the Lot, the proposed finished grade and garage floor grade for the building, sump pump discharge locations, a building elevation or rendering of the building or structure to be constructed, a detailed landscaping plan, and detailed specifications as to materials, colors (including samples) and equipment to be installed in the structure (collectively the "Plans and Specifications"). The address and telephone number of the Lot Owner and other person designated to receive the response of the Review Board shall be included with any submission of Plans and Specifications. Each Lot Owner at the Lot Owner's sole cost and expense, must strictly adhere to and finish grade the Lot in accordance with the Master Site Grading Plan or any amendment thereto approved by the Village Engineer on file at the office of the Village Clerk or Town Engineer on file at the office of the Town Clerk. The Developer and/or the Village and Town and/or their agents, employees or independent contractors, upon written notice to the owner of a vacant lot, shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, and/or correction of any drainage condition, and the Lot owner is responsible for the cost of the same.

4.2 Review Board. The decision of a majority of the members of the Review Board shall be the decision of the Review Board and shall be final and binding upon all interested parties. The Review Board shall meet in closed sessions. Members of the Review Board shall not be entitled to any compensation from Lot Owners for services performed pursuant to these Protective Covenants. In the event of death, resignation, or refusal to act by any member of the Review Board, or vacancy

on the Review Board for any reason, while any Lot remains vacant without a dwelling unit in the Subdivision, the successor to such member shall be appointed to the Review Board by the Developer or by its successors or assigns. When all the Lots in the Subdivision have been sold by the Developer, or its successors or assigns, and houses have been built on all the Lots in the Subdivision (or at such earlier time determined by the Developer) the Review Board shall thereafter consist of five (5) persons, who shall be the persons appointed or elected as directors of the Association as described in Section 8.3 of these Covenants.

4.3 Submission of Plans. A Lot Owner shall submit Plans and Specifications to the Review Board at the earlier of (i) at least fifteen (15) days prior to the time that such Plans and Specifications are submitted to the Building Inspector of the Village of Sussex or Town of Lisbon for approval, or (ii) thirty (30) days prior to commencement of construction of the dwelling unit or any other improvement. Plans and Specifications must comply with the standards set forth in Section 5 herein and must be approved by the Review Board in writing prior to any application for a building permit to the Village of Sussex or Town of Lisbon, as the case may be, and before any construction or alteration of any improvement may be commenced on any Lot. Plans and Specifications shall be submitted in duplicate to the Review Board at the following address, which address may be changed by notice in writing to the purchaser of a Lot at the time of purchase:

MLG/SWJK Limited Partnership
13400 Bishop's Lane, Suite 100
Brookfield, WI 53005
Attention: Seven Stones Project Coordinator
(262) 797-9400

Upon request by a Lot Owner, the Review Board shall issue a written receipt for the Plans and Specifications submitted by or on behalf of the Lot Owner, showing the date of the submission.

4.4 Review. The Review Board shall review and approve such Plans or Specifications, or disapprove those which in its judgment are not in conformity with these Protective Covenants or are inconsistent with the purposes set forth in Article 2. The Review Board may require enhanced architectural treatment on all building elevations. In reviewing the Plans and Specifications, the Review Board may take into consideration, among other things, the following:

The suitability of the proposed home or other structure in the Subdivision;

The design, layout, elevation and the materials of which the home or improvement is to be constructed;

The location of the improvements upon the Lot and within the Subdivision;

The exterior appearance of the home including roofing materials and the color scheme; and

The compliance of the home or other structure with the standards set forth in these Protective Covenants.

4.5 Approval. The Review Board shall approve Plans and Specifications by letter sent to the Lot Owner at the address included in the Plans and Specifications.

4.6 Disapproval. If the Review Board disapproves of Plans and Specifications, the Review Board shall specify the reasons for such disapproval to the Lot Owner in writing. The Lot Owner shall then be entitled to submit revised Plans and Specifications for review by the Review Board, in which event another receipt shall be issued by the Review Board.

4.7 Waiver. The Review Board shall be entitled to waive or grant a variance from the requirements of these Protective Covenants and the standards set forth herein upon written application therefore to the Review Board as a part of a submission of Plans and Specifications to the Review Board, or otherwise, for reasons deemed adequate and reasonable to the Review Board, and in consideration of the purposes of these Protective Covenants as set forth in Article 2. The decision of the Review Board shall be final and binding with regard to any waiver or variance, whether or not such waiver or variance is specifically granted by the Review Board in writing, or is a part of or necessitated by Plans and Specifications approved by the Review Board; provided, however, that the waiver shall not be effective until written approval for the specific variance request is granted by the Village of Sussex or Town of Lisbon, as the case may be.

4.8 Erosion Control and Surface Drainage. During construction of a dwelling unit on a Lot, adequate measures shall be undertaken to comply with applicable Village or Town erosion control ordinances and the Master Grading Plan for the Subdivision on file with the Village and Town. The Lot Owner shall be responsible for finishing the topography and ground elevation of his or her Lot as required by the Plans and Specifications approved by the Review Board for the efficient

