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Document Number

PROTECTIVE COVENANTS
FOR RIVERWALK SUBDIVISION
CITY OF JEFFERSON, WISCONSIN

Document Title

AMEND-COVENANTS #1066698 V1251 P864 10/3/01

VOL 1249 PAGE 713

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SEP 27 2001

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Name and Return Address:

ATLANTIS DEV. CO.
83330 SUN RIDGE COURT
WAUKESHA WI: 4805-3189

241-0614-0221-021
Parcel Identification Number

LOTS 1-15, IN RIVERWALK PHASE I, BEING A PART OF LOTS 7 AND 19, OF STOPPENBACH'S SUBDIVISION AND A PART OF THE NORTHEAST 1/4 AND PART OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SECTION 2, IN TOWNSHIP 6 NORTH, RANGE 14 EAST, IN THE CITY OF JEFFERSON, JEFFERSON COUNTY, WISCONSIN.

This information must be completed by submitter: document title, name & return address, & PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.517. WRDA 2/96

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**Protective Covenants for RiverWalk Subdivision
City of Jefferson, Wisconsin**

WHEREAS, Atlantis Development Company, hereinafter called "Developer" is the owner of a subdivision located in the City of Jefferson, Jefferson County, Wisconsin, known as RiverWalk - Phase 1 and Phase 2

WHEREAS, It is the intention of Developer to sell lots in said subdivision, and by this document to impose on the lots in the plats, restrictions under a general plan of improvement for the benefit of said lots and the future owners of those lots so as to insure the best use and most appropriate development and improvement of each lot. It is also the purpose of this document to maintain harmony of appearance, protect property values and promote the development of the lots as a residential district of the highest class and character and to protect the owners against such use that would detract from the residential value and enjoyment of their properties. The further purpose of this document is to guard against the erection of poorly designed and poorly proportioned structures, to obtain harmonious use of materials in the improvement of each building site and to encourage and secure the erection of attractive homes thereon with appropriate location thereof on the building sites to prevent haphazard improvement of the building sites and to secure and maintain proper set-backs from the streets and adequate free space between structures.

NOW Therefore, the undersigned Developer does hereby declare that all lots of the RiverWalk subdivision shall be subject to the following conditions and restrictions which will be construed as covenants running with the land, all of which are declared to be in furtherance of the general plan for improvement of said lots and are established for the purpose of enhancing and protecting the value and desirability of said lots. All the provisions herein, whether they be easements, restrictions, conditions or covenants, shall be construed to run with the land, and shall be binding upon all future owners of said lots and all parties having or acquiring any rights, title or interest in said lots following the recording of this document, whether specific reference is made to this document in future deeds of conveyance or not.

1. **DESCRIPTION OF PROPERTY:** All Lots of the plats of RiverWalk Subdivision - Phase 1 and Phase 2 are affected by this document and shall hereinafter be referred to as "Lots".
2. **DWELLINGS:** It is acknowledged that at the time of executing these Covenants the entire subdivision is zoned for single family residential. No building shall be used, erected, altered or permitted to remain on any Lot except for residential dwelling purposes. Each residential unit shall include at least a two-car attached garage and not more than a three-car garage. The exterior of the garage shall be constructed of the same materials used on the exterior of the dwelling.

Each residential unit shall be for occupancy by persons comprising one family as the term is commonly used, meaning related by blood, marriage or adoption, to also include foster children and other invited residents forming a family unit. Group living arrangements where persons pay to live in the dwelling rather than are a part of the family are particularly prohibited. No warehouse or storage of materials for sale shall be allowed on the premises.

3. **MINIMUM BUILDING SIZE, DESIGN and MATERIALS:** The minimum building area for each residential unit exclusive of porches, garages, bays, patios, breezeways and similar structures shall not be less than the following schedule:

A. One (1) Story	1500 Square Feet Minimum above grade
B. One and One-Half (1 ½) Story	1700 Square Feet Minimum above grade
C. Two (2) Story	1700 Square Feet Minimum above grade
D. Split Level	1500 Square Feet Minimum on upper 2 levels
E. Bi-Level	1500 Square Feet Minimum on upper level

All structures shall be designed by a registered architect, home designer or equally qualified individual or firm. No building (principal or otherwise) fence, swimming pool or any other structure shall be erected upon any Lot until the building plans, specification of construction, materials of construction and plot plan have been approved in writing by the Developer or Architectural Control Committee.

No used materials will be permitted in the construction of any building in this subdivision except such materials as reclaimed brick without the written approval of the Developer or Architectural Control Committee.

Above grade foundation walls shall not be of unfaced concrete block or poured concrete. All above grade foundation walls shall be faced with brick, stucco, stone, mortar, wood or otherwise faced in a decorative manner.

4. **PROHIBITED CONSTRUCTION:** No structure of a temporary nature shall be used as a residence on any Lot at any time. No structure of any nature shall be erected on the property other than for residential dwelling and a single outbuilding. No mobile homes or trailers may be placed on the property for living purposes. No house previously constructed on any other site except new modular housing may be moved onto any of these Lots

5. **BUILDING SETBACKS:** The minimum offsets shall be in accordance with City of Jefferson Regulations.

6. **OUTBUILDINGS:** Outbuildings shall be permitted on any Lot subject to the City Of Jefferson zoning ordinances and the approval of the Developer or Architectural Control Committee, as set forth herein. The plans for any proposed outbuilding shall be approved by the Developer or Architectural Control Committee prior to any outbuilding being erected or placed upon the Lot.

All construction materials and colors to be used in constructing outbuildings shall be compatible with the materials and colors used in constructing the residential building on said Lot. Asphalt roof shingles and wood, stone or brick veneer materials only will be allowed in such construction. Tin or steel including steel or tin-sided or steel or tin-roofed, plastic or fiberglass outbuildings will not be allowed. The Developer or Architectural Control Committee shall have final approval of all materials to be used in said outbuilding as aforesaid.

7. **SWIMMING POOLS:** Pools are permitted and must be installed in accordance with any City Of Jefferson requirements.

8. **DRIVEWAYS, PARKING AREAS and CULVERT ENDWALLS:** The owner of each residence shall within one year of the date of occupancy of a residence, install a concrete or asphalt driveway extending from the vehicle entry into the garage to any intersection with the public street section, parking areas or turnabouts. No permanent gravel drives, parking areas or turnabouts will be permitted. If a culvert pipe is used for a driveway, the owner of the residence shall install some culvert end-wall treatment other than only metal-flared end-walls.
9. **UTILITY RESTRICTIONS:** All residences shall be provided with electric, natural gas, telephone service, cable, sewer and water by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead or above ground service. All residences must be connected to the municipal sewer and water system of the City of Jefferson. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' pedestals and the buildings on any Lot shall be paid by the owner of each residence.
10. **SIGNS:** No signs of any kind shall be displayed to the public view on any Lot except one sign not more than two feet square in size identifying the property of the owner, one sign not more than five feet square advertising a residence for sale or rent, but only during the period of time the property is actually held for sale or rent. Such signs shall be located within the building setback lines and shall not be illuminated. Except from provisions of this paragraph shall be not more than two large signs promoting the sale of Lots in this plat which will be erected in locations designated by the Developer, a single sign not more than two square feet located on each Lot indicating if the Lot is sold or available and any signage approved by the Developer or Architectural Control Committee.
11. **ANTENNAE:** No exterior antennae (only one being permitted) greater than fifteen feet in height above the roof ridge line or deck shall be permitted without written approval of the Developer or Architectural Control Committee. The Developer or Architectural Control Committee in reviewing any requests for variations from this height limitation shall take into account the location and visibility of the antennae as to whether it may be seen by adjacent Lot owners or persons moving in the public street. The granting of a variation to the height requirement shall not constitute the establishment of a precedence of other individuals having a right to a variance.
12. **EROSION CONTROL:** Prior to and during construction of any building on Lots, the Lot owner shall implement such erosion control measures as required by City of Jefferson and other regulatory agencies.
13. **RESTORATION OF DISTURBED AREAS:** Within a one and one-half year period from the commencement of construction, the owner of each Lot shall cause to be completed the finish grading, replacement of top soil and seeding or establishment of ground cover or other plant materials over all areas which were previously disturbed during the time of and by the activities of construction.

Commencing from the date of purchase, the Lot owner shall be responsible for erosion damage to the downstream properties resulting from the lack of proper landscaping or erosion control measures creating the problem.

14. **LANDSCAPING and MAINTENANCE:** A landscape plan shall be submitted to the Developer or Architectural Control Committee no later than six (6) months from the commencement of the construction of a dwelling. Landscaping plans shall be approved in writing prior to commencing work. All landscaping must be completed at the earlier date of one year following occupancy or two years after the commencement of construction. All areas disturbed by construction shall be landscaped.

Retaining walls shall be subject to the City of Jefferson regulations and shall be built of wood, stone, brick or formed decorative concrete retaining wall block. They shall not be built of unfaced block or poured concrete.

Landscaping shall include the area between the front Lot line and the edge of the street pavement. In addition to the normal maintenance and mowing of lawn areas of the Lot, the owner shall also maintain the lawn and yard area in front of the Lot from the property line (front Lot line) to the edge of the pavement section. All Lots whether vacant or upon which a residence is constructed shall be kept mowed, groomed and maintained in a manner conforming with well-groomed and maintained Lots. Prairie restoration and natural landscaping are allowed. Lots shall be kept free of noxious weeds and brush. Exception from the provision of this paragraph will be the time that a home is being constructed on the Lot.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary, covered containers and shall be located either within the structure or in an area suitably screened from view. There shall be no burning of trash or garbage. Burning of leaves and similar material may only be conducted to the extent allowed by City of Jefferson ordinances.

15. **UTILITY EASEMENTS:** Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements no structures or plantings shall be placed or permitted to remain which will damage or interfere with the installation and maintenance of utilities. No landscaping or plantings shall be erected which will materially change the direction of flow of drainage channels for surface water so as to cause damage to neighboring property due to diversion or change in the flow of surface water.

16. **COMMENCEMENT AND COMPLETION OF CONSTRUCTION:** In order to protect ditches, natural amenities and landscape of a site, before any construction shall commence on any Lot, the driveway shall be rough graded and stone placed as required. All access to and from the construction area by material suppliers, contractors and other individuals shall be via this driveway and no other way.

The owner of the Lot shall be responsible for the building contractors and others coming on the site during the construction period adhering to the above requirement. In the event a ditch or other infrastructure is damaged by access to a Lot other than as outlined above, the owner shall be liable for repair. During any earth moving activities for structures, and/or appurtenant structures, erosion control practices shall be installed to prevent sedimentation into storm water drainage easements.

Any exterior construction commenced shall be completed and the residence ready for occupancy within a one year period from the date of commencement. No building shall

be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the Developer or Architectural Control Committee and an occupancy permit obtained from the City of Jefferson.

During the time of construction, the Lot owner shall be responsible to see that the contractor maintains a constant clean-up of all scraps, paper or other waste materials. In the event the owner or contractor fail in this responsibility, the Developer or Architectural Control Committee shall have the right to have the necessary clean-up performed and to recover all costs.

17. **NUISANCES:** No noxious or offensive activities including excessive noise shall be conducted upon any Lot or in any residence, nor shall anything be done thereon which if continued would constitute an annoyance to other residents.

Trash, garbage and other waste shall not be kept except in sanitary containers which shall be properly screened from public view.

No shooting or hunting is allowed within RiverWalk subdivision including on any Lot or on the RiverWalk Outlot and Commons areas.

18. **OUTDOOR STORAGE:** No house-trailers, commercially used trucks, campers or buses shall be stored or permitted to remain on any property in the subdivision on a long-term basis (greater than 6 months per year) unless under permanent roof. This restriction does not apply during the period of construction of a dwelling.

19. **OUTLOT 1:** Outlot 1 including the RiverWalk Commons area shall be maintained by the RiverWalk Community Association. Outlot 1 shall be preserved as recreational open space reserved for the use of RiverWalk Lot owners and RiverWalk residents. Developer reserves the right to transfer ownership of Outlot 1 to the RiverWalk Community Association.

20. **ARCHITECTURAL CONTROL COMMITTEE:**

All improvements to all Lots in said subdivision shall be controlled and governed in accordance with the provisions of this paragraph. All buildings, structures, fences, grading or landscaping involved in the erection, alteration or repair on any Lot in said subdivision may be made following the approval of the plans and specifications by the Developer or Architectural Control Committee hereafter referred to as the ACC. Plans and specifications for structures must show the location, the external design, the topography, the finish grade elevation, the general landscaping and specifications to be used and shall be provided to the Developer or ACC for approval. Approval review shall consider the quality of workmanship to be used, the materials, the harmony of design, and exterior appearance and the compatibility of the location, topography and finish grade relative to the surrounding area for compliance with all applicable restrictions contained in these covenants

In the event the ACC fails to approve or disapprove within 30 days after complete plans and specifications herein called for have been submitted to it for its approval, approval will deemed to have been given and the related covenants and provisions shall be deemed to have been fully complied with.

In the event an improvement or change is erected on any particular Lot or residence and it is completed for one year and there is no notice recorded in the Register of Deeds office for Jefferson County giving notice of an action taken by any individual RiverWalk subdivision property owner to enforce the provisions of this agreement in regard to any violation thereof caused by said improvements, the improvements so made shall be conclusively deemed to confirm with the regulations and ACC approval of this agreement and a purchaser for value or mortgage of the property may rely upon this presumption without any further inquiry.

The ACC shall initially consist of the Developer. After the sale of 5 Lots, the ACC shall be made up of 3 individuals consisting of at least one Lot or residence owner selected by the Developer. So long as the Developer owns any Lots covered by this agreement, the Developer shall appoint the ACC. When the Developer no longer owns any of the Lots in the subdivision, then the ACC shall be elected by the owners of the Lots and residences in this subdivision with each Lot and residence having one vote.

21. RIVERWALK SUBDIVISION COMMUNITY ASSOCIATION

The RIVERWALK SUBDIVISION COMMUNITY ASSOCIATION (hereinafter called the Association) shall be formed for the purpose of managing the infrastructure and business affairs of the RiverWalk Subdivision, to enforce these deed restrictions and any amendments thereto and to consider the concerns of the property owners in the subdivision. The Association may be incorporated as a Wisconsin non-stock, non-profit corporation. The owners of each Lot and residence in the subdivision whose ownership interest is properly recorded with the Jefferson County Register of Deeds shall be a member of the Association. All Lot and residence owners shall be entitled to one vote for each Lot or residence owned. When more than one individual holds an interest in any Lot or residence, the vote for such Lot or residence shall be exercised as they among themselves determined, but in no event shall more than one vote be cast with respect to any Lot or residence. All decisions shall be based on a simple majority vote. Notwithstanding any other provision for voting, the developer shall have sufficient votes to constitute a majority of votes until all Lots are sold. The Association shall elect a Chairman who shall serve to manage the business of the Association and a Treasurer who shall manage the financial requirements of the Association.

ASSOCIATION RESPONSIBILITIES AND EXPENSES: In addition to those responsibilities set forth in these restrictions and any By-Laws adopted by the Association, the Association shall maintain liability insurance on the RiverWalk Commons and Conservancy areas and all property owned by the Association. The Association shall provide such services for the benefit of its members as specified herein and as it may further deem appropriate. The Association shall finance the purchase of all insurance, equipment, the repairs and maintenance of all property owned by the Association and services deemed necessary by the Association.

The Association shall make assessments to cover its expenses against the owners of all Lots and residences in the RiverWalk subdivision. Each Lot and residence owner shall be equally responsible for the expenses of the Association. Until all Lots are sold in the RiverWalk subdivision phase developed, the Developer shall be responsible for a percentage of expenses based on the remaining unsold Lots. Such expenses may be charged as maintenance fees due annually, semi annually or a one time assessment.

All assessments and maintenance fees, when due, shall immediately become a personal debt of the Lot and residence owner and also a lien, until paid, against such Lot or residence. All funds collected by the Association shall be in control of the Treasurer and placed into an interest bearing account at a bank or similar financial institution until required for use. An accounting of funds shall be made available to all Association members.

All costs incurred by the Association with respect to collection of delinquent assessments and maintenance fees and enforcement of these restrictions shall become a personal debt of the Lot or residence and a lien against such Lot or residence. Any lien created hereunder may be recorded with the Jefferson County Register of Deeds.

ENFORCEMENT: The restrictions and covenants contained herein may be enforced by the Association and by any Lot or residence owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same 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. Any person or entity enforcing these Covenants shall be entitled to reasonable attorney's fees and costs from any person or persons violating or attempting to violate these Covenants. The Association shall have the authority to assess any Lot or residence owner violating these Covenants a reasonable fee for each day the violation continues.

22. **TERM OF DEED RESTRICTIONS.** These Covenants 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 these Covenants are recorded. After the expiration of such ten-year period, these Covenants shall automatically be renewed for successive period of ten years, unless there is recorded an instrument executed by at least sixty percent (60%) of the owners of the Lots and residences subject hereto for the purpose of terminating these Covenants, in which case these Covenants shall terminate at the end of the initial or renewed term which next expires following the recording of such instrument or termination. Notwithstanding the above, these Covenants shall not terminate without the approval of Jefferson County and the City of Jefferson.
23. **INVALIDITY:** The invalidity of any provision of these Covenants, regardless of how determined, shall in no way affect any other provision, which shall remain in full force and effect.
24. **AMENDMENT:** These Covenants may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said changes, executed by at least sixty percent (60%) of the owners of the Lots and residences and also approved by the Developer so long as it owns any parcel or lot in said subdivision. Said changes to the Covenants shall be subject to the approval of Jefferson County and the City of Jefferson and shall become effective only upon duly recording with the Office of the Register of Deeds for Jefferson County, Wisconsin.

Notwithstanding any other provisions of these Covenants to the contrary, if any amendment is necessary in the judgment of the Developer to cure any ambiguity or to correct or supplement any provisions of the Covenants that are defective, missing or

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Amendment 1 to Protective
Covenants - RiverWalk
Subdivision

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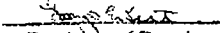
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OCT 03 2001


Register of Deeds
Jefferson County, WI

Recording Area

Name and Return Address

Marc Rhodes
22230 Sunridge Ct
Waukesha, WI 53189

Parcel Identification Number (PIN)

Drafted by Marc Rhodes

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your documents and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

**Amendment 1 to Protective Covenants RiverWalk Subdivision
Jefferson, Wisconsin**

The following sentence "Home businesses and home offices conforming to the zoning code of the City Of Jefferson, Wisconsin are allowed" shall be added to the existing Paragraph 2 of Section 2, "Dwellings" noted below and recorded with the County of Jefferson, Jefferson, Wisconsin as a part of the Protective Covenants for the RiverWalk Subdivision, Jefferson, Wisconsin, Document Number 1066207, Vol 1249, page 713.

"Each residential unit shall be for occupancy by persons comprising one family as the term is commonly used, meaning related by blood, marriage or adoption, to also include foster children and other invited residents forming a family unit. Group living arrangements where persons pay to live in the dwelling rather than are a part of the family are particularly prohibited. No warehouse or storage of materials for sale shall be allowed on the premises."

The revised paragraph shall read as follows:

Each residential unit shall be for occupancy by persons comprising one family as the term is commonly used, meaning related by blood, marriage or adoption, to also include foster children and other invited residents forming a family unit. Group living arrangements where persons pay to live in the dwelling rather than are a part of the family are particularly prohibited. No warehouse or storage of materials for sale shall be allowed on the premises. Home businesses and home offices conforming to the zoning code of the City Of Jefferson, Wisconsin are allowed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3 day of October, 2001.

In The Presence Of:
Elizabeth A. Behlmer

Atlantis Development Company
By: Marc Rhodes
Marc Rhodes
President

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me this 3rd day of October, 2001, the above named Marc Rhodes to me known to be the person who executed the foregoing instrument and acknowledged the same.

Elizabeth A. Behlmer
Notary Public, Waukesha County
My Commission expires 7-3-05