
Deed Restrictions

Coach House Village Subdivision

Declaration of Restrictions for Coach House Village executed by Coach House Village, a Joint Venture, dated June 23, 1966, recorded August 9, 1966 in Volume 1058 of Deeds at Page 23 as Document Number #668190, reciting:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Coach House Village, a Joint Venture, hereinafter known as owner, being the owner of the properly known as:

Coach House Village, Part of the Northeast, Southeast and Southwest 1/4 of the Southwest 1/4 of Section 16. Town 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin,

Intending to establish a general plan for the use, occupancy and enjoyment of said Subdivision, does hereby declare that all lots therein shall be subject to the following restrictions, which shall remain in force for a period of ~~fifty (50)~~ ninety (90) years from the date of the recording hereof.

1. GENERAL PURPOSES:

The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve, as far as is practicable, the natural beauty of said 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; to encourage and secure the erection of attractive homes thereon with the appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to preserve and enhance the values of investments made by purchasers of building sites therein.

2. No building structures shall be erected, constructed or maintained on any lot in the Subdivision excepting only as a private single family dwelling designed for and adapted to the occupancy of not more than one family, with private garage and auxiliary buildings. All structures shall be designed by a registered architect or a professional engineer or designer experienced in residential design. Each detailing shall have a natural fireplace and a minimum of two baths. The exterior of all structures shall be a combination of frame, brick or stone.

3. No dwelling, garage or auxiliary building shall exceed two and one-half (2 1/2) stories in height. The ground area within the perimeter of the buildings at grade exclusive of porches, garages, bays, patios, breezeways and similar additions shall not be less than the following schedule, to wit: (a) Not less than 1,800 square feet in the case of a one-story dwelling. For one-story dwellings the area of any porch up to 100 square feet which is roofed and which is built upon a foundation, may be included to arrive at the total ground area required. (b) Not less than 2,300 square feet total in the case of a dwelling of one and one-half stories. (c) Not less than 2,400 square feet total in the case of a dwelling of two stories and the floor area of the second floor shall not be less than 1,000 square feet. (d) Split-level dwellings shall have a minimum of 1,600 square feet on the two (2) upper levels.

4. What constitutes a two-story and a one and one-half story dwelling shall be determined by the Committee in its sole discretion. All buildings shall be completed within one (1) year from the date ground is broken for each building unless a further extension of time is given by the Committee.
5. No garage shall be larger than necessary to accommodate three cars and all garages shall be attached to the dwelling either forming an integral part of the dwelling house or by porches or breezeways.
6. No structure of any kind shall be moved onto any lot and no living quarters of temporary character shall be permitted at any time, it being the intention that only permanent private dwellings and garages shall be permitted. All garages shall be built at the same time as the private dwelling and shall be large enough to accommodate a minimum of two cars. No boat or trailer may be parked on the premises outside of the garage and no truck or trucks may be parked on the premises outside of the garage other than for the delivery of materials or merchandise, except during construction or remodeling periods.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except two dogs, two cats, and other small household pets such as canaries or parakeets, provided that they are not kept, bred or maintained for any commercial purposes.
8. The undersigned reserve the right to set finished yard grades. All dirt from excavations of any lot which is not used on the premises shall be deposited in such places in the Subdivision as shall be directed by the undersigned free of charge.
9. In order to maintain harmony in appearance and for the protection of the owners of the lots in the Subdivision, no building, fence, sign, wall swimming pool or other structures shall be erected, constructed or maintained upon any lot, nor shall any change or alteration be made thereon unless the complete plans and specifications therefore. A plot plan showing the exact location of such building, garage, fence, wall or other structure, the elevation thereof and the grade of the lot and a sketch or view of such building or structure or changes, shall have been submitted to and approved in writing by a committee of three members designated and appointed by the undersigned or its successors and assigns as herein provided, said committee being herein referred to as the "Committee". The decision of the Committee with respect to any such matter shall be final and binding upon all parties. The Committee shall have the right to refuse to approve any such plan or specifications which in the conclusive judgment of a majority of its members are not in conformity with these restrictions or are not desirable for aesthetic or any other reasons. In passing upon such plans and specifications the Committee may take into consideration the suitability of the proposed building or other structure, its design, elevation and the materials of which it is or is to be constructed on the proposed site; the harmony thereof with the surrounding buildings, and the view or outlook of the adjacent property. All decisions of the Committee on said matters shall be final. The Committee shall have the right to waive minor infractions or deviations in cases of hardship.
10. The original Committee shall be composed of Ronald P. Siepmann, John E. Shern, and John J. Vincent. Neither the members of the Committee nor its designated representatives shall be entitled to compensation for services performed pursuant to this covenant. In the event of the death or resignation or the refusal to act of any of the members of the Committee while any unimproved lot remains unsold by the Seller or its successor assignee, then their respective successor to the committee shall be appointed in writing by the undersigned or its successor or assignee. When all

the unimproved lots in me Subdivision have been sold by the undersigned, or its successor or assignee, the Committee shall thereafter consist of three (3) persons, who shall be elected by the Members of the Coach House Village Association at an annual or general meeting.

11. LANDSCAPE ARCHITECTURAL CONTROL:

All landscaping must be completed within one (1) year after tile completion of the residence. Said landscaping must include a hard-surface drive, parking stand or turnabout consisting of concrete or asphalt or similar material. No permanent gravel drives will be permitted. The hard surface with concrete, asphalt or similar material, must be installed within one (1) year from the date the premises are completed. Said landscaping must further include at least one (1) electric lamp post with photo-electric controls, to be installed where the drive abuts the lot line, and one mailbox and one paper box of approved design, the location of which shall be determined by the committee. The Committee shall have the right to allow the substitution of a gas lamp post in lieu of an electric lamppost in instances where the circumstances warrant such substitution.

12. Any violation of these restrictions which shall exist for one (1) year without a written protest thereof being received by the owner of the lot involved shall not be considered a violation thereafter. These restrictions may be changed, modified, and amended by the Committee with the consent of sixty percent (60%) of the owners of the lots in the subdivision. Each lot in the subdivision shall be entitled to one (1) vote in determining said consent. These restrictions shall be deemed and construed to run with the land and shall be binding upon the respective owners of each of said lots and upon all persons holding or claiming under or through them. Upon the violation of any one (1) or all of these restrictions by any owner or owners of any said lot, their heirs, executors, administrators or assigns, or by any person or persons holding under them then. and upon the happening thereof the Coach House Village Association, any person or persons owning any lot or lots in the subdivision or any member of the committee shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, and shall be entitled to both equitable and legal relief, together with the recovery of all costs, disbursements and expenses, including reasonable attorney's fees, incurred in any such proceedings. Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions each of which shall be construed and deemed severable and all of which are not so invalidated shall remain in full force and effect. Any violation of these restrictions shall not result in any forfeiture or reversion of title to any lot in the Subdivision.

Amended May 10, 1989

Retyped January 9, 2013
