

GRANDVIEW SQUARE
RESIDENTIAL PLANNED DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of January, 1976, by and between Donald Kilps, Owner of Grandview Square, a subdivision of part of the Northwest One-quarter of Section 4, Town 5 North, Range 19, East, in the City of Waukesha, a copy of which subdivision plat is attached hereto as Exhibit "A" and made a part hereof, having his principal place of business at 12065 West Janesville Road, Hales Corners, Wisconsin, hereinafter referred to as Developer, and the City of Waukesha, a Municipal Corporation, located in the City and County of Waukesha, State of Wisconsin, hereinafter referred to as City,

WITNESSETH:

Whereas, Developer has submitted development plans and requested R-4-A Zoning, and the City has approved the plans and has rezoned the said area R-4-A in order to permit its development pursuant to said plan on the basis of insuring the most appropriate development of each building site to guard against the creation thereon of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to secure and maintain privacy, and to protect the residents from adverse effects of the adjacent arterial highway, and for the benefit of the public welfare; and

WHEREAS, the conditions herein granted will continue in force and effect, and shall be deemed to be covenants running with the land and which bind the Developer herein and all his assigns, successors and any other persons, partnerships or corporations that may at any time be actual or beneficial owners, or have any interest in the above described premises; and

WHEREAS, the parties hereto agree that all of the provisions of the R-2-A Zoning as defined in Section 22.33 of the Waukesha Municipal Code, and all other ordinances, rules, regulations, covenants and restrictions properly enacted by the City of Waukesha now in force and effect, or hereafter to be enacted shall apply in all respects to the premises above

described excepting as modified in and by this Agreement.

Now, Therefore, in consideration of the covenants herein contained, the Developer covenants and agrees:

1. No building, garage, fence, sign, wall or other structure shall be erected upon any lot, nor shall a change or alteration be made thereon unless the complete plans and specifications therefor, plot plans showing the exact location of such building, garage, fence, wall or other structure, elevation thereof, the grade of the lot, proposed landscaping, and a sketch or view of such building or structure or changes, shall have been submitted to and approved by the Developer, who shall then submit said plans to the City Planning Department for approval on the basis of the general purpose and restrictions set forth herein. Rejection of plans by said Department may be appealed to the City Plan Commission.

2. No basic plan, regardless of variation in roofline, fenestration or trim may be used more than ten (10) times nor repeated on adjacent lots, and any use of a basic plan within five (5) lots of another such plan shall incorporate variations in detail which differ from each other use of that plan.

3. Garage space for at least two vehicles on each lot shall be provided before occupancy of the residences. Garages on the 17 lots so designated on the subdivision plat shall be attached to the principal building. The location of proposed garages and driveways shall be shown on the plat of survey submitted with Building Permit Application. Driveways shall be paved with a permanent, dust-free surface within one (1) year of the date of issue of Occupancy Permit.

4. Landscaping for each lot shall include finish grading, seeding or sodding of all unpaved areas, and a minimum of 4 trees of at least 2" caliper, and 12 evergreen shrubs of 18" to 24" in height, or in lieu of the latter, 18 deciduous shrubs of 3' to 4' in height, or an equivalent combination of shrubs. Existing material may be included in the minimum requirements. The plan shall specify all storage areas for trash containers and

other equipment, and shall include adequate plantings or other screening of said storage if located outside the buildings. Additional plantings may be required as needed to screen parking or storage areas, insure privacy, contribute to safety or improve the appearance of plain unsightly views of structures. Completion of landscaping shall be guaranteed to be completed within two (2) years of the date of occupancy by a performance bond in the sum of \$500.00 before issuance of a building permit..

5. All areas designated as "green area" on the preliminary plat are to be maintained as common open space, accessible to all residents of the development, and under control of a single home owners association.

6. The Developer shall submit, subject to Plan Commission approval, plans and specifications for a buffer strip along County Trunk Highway "T". Said plans and specifications shall be submitted at the time of approval of a final plat which contains a portion of said buffer strip. The strip shall consist of a berm and sufficient landscaping to mitigate the adverse effects of the highway upon the residents. The buffer strip shall be graded and the material planted or otherwise guaranteed to the City's satisfaction prior to the sale of any lot adjacent to said strip.

7. The Developer shall submit, subject to Plan Commission approval, plans and specifications for three (3) tot lots in the three (3) major common open spaces. Said plans and specifications shall be submitted at the time of approval of a final plat containing a tot lot location. Each of the tot lots shall contain at least five (5) pieces of equipment designed at the Developer's discretion and shall be constructed prior to the issuance of a Building Permit on any lot in the said plat.

8. No lot shall be created or re-divided except by subdivision plat unless expressly approved by the City.


9. Developer agrees to draft and execute, at his expense, in recordable form, a "Declaration of Restrictions" affecting the above described premises which shall incorporate Paragraphs numbered 1 through 8 of this Agreement prior to the City's execution of the same. The restrictions should be drafted in such a manner as to make it clear that they are a part of the zoning regulations of the City and are enforceable by the City of Waukesha. The cost of recording said instrument shall be paid by the Developer.


10. Invalidation of any one of these 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 not so invalidated shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have attached their signatures and seals at the date above written.

By  (Seal)
Donald W. Kilps

CITY OF WAUKESHA, a Municipal Corporation

By  (Seal)
Paul G. Vrakas, Mayor

By  (Seal)
Mary T. Schrader, Clerk