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**DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS FOR LOTS
168 AND 169 OF THE PLAT OF ASHLAWN
ADDITION TO SOUTHBRIDGE, VILLAGE OF
WAUNAKEE, DANE COUNTY, WISCONSIN**

Donald C. Tierney and Joanne K. Tierney (collectively, the "Developer"), owners of the real estate in the Village of Waunakee, Dane County, Wisconsin, which has been platted as Lots 168 and 169 of the Plat of Ashlawn Addition to Southbridge, Village of Waunakee, Dane County, Wisconsin (the "Property"), hereby declare that all of the lots and outlots in the Property are subject to the following restrictions, covenants and conditions, and that all of such lots and outlots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and conditions set forth herein:

001045

Return to:
Michael J. Lawton
P.O. Box 1507
Madison, WI 53701-1507

0809-171-6249-9
0809-171-6238-2
Parcel Identification Number

ARTICLE 1

Definitions

For purposes of these Covenants, Restrictions and Conditions, the following terms shall be defined in the following manner:

1.1. "Developer" shall refer to Donald C. Tierney and Joanne K. Tierney, and their representatives, successors and assigns.

1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot (exclusive of outlots) within the Property, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor. For purposes of Articles 3 and 4 hereof, where more than one person holds an ownership interest in any lot, the consent or agreement of a majority of the owners of any such lot shall be deemed to be the consent or agreement of the owner, of any such lot, and any such lot shall have only one vote on any matter provided for in Articles 3 and 4 hereof.

1.3. "Property" shall mean and refer to the real estate described as Lots 168 and 169, Ashlawn Addition to Southbridge, Village of Waunakee, Dane County, Wisconsin.

ARTICLE 2

Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lots 168 and 169, Ashlawn Addition to Southbridge, Village of Waunakee, Dane County, Wisconsin.

ARTICLE 3

Architectural Control and Protective Covenants and Restrictions

3.1. For all buildings or other improvements of any kind or nature to be erected or placed on any lot, including outlots, subject to this Declaration, the plans, specifications, building size and square footage, site, grading and landscaping plans for all such buildings or other improvements must be submitted to the Developer or the Architectural Control Committee, whichever is then applicable, for written approval as to appearance, the quality of workmanship and materials, harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the substructure of any structure, prior to commencement of any construction on any lot. All buildings erected on the Property shall have a minimum roof pitch of not less than 6/12 pitch, but a variance from this minimum may be granted by the Developer or the Architectural Control Committee, whichever is then applicable, in their discretion. No buildings or other improvements may be constructed, erected or placed on any lot other than in accordance with the approved documents. The Developer or the Design Review Committee shall have the right to require brick, stone, shutters, corner boards and/or other items which it deems necessary to be added to any building plan. For purposes of this Declaration, the term "improvements" shall include, but not be limited to, play structures, fences, patios, decks and swimming pools.

3.2. After the Developer and their representatives, successors and assigns, cease to have any title to any lots within the Ashlawn Addition to Southbridge, Village of Waunakee, Dane County, Wisconsin, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under these Covenants, Conditions and Restrictions, must be submitted to the Architectural Control Committee ("Committee") for approval in writing by a majority of the members of said Committee. The Committee shall consist of three persons, elected by the majority vote of the

Owners of the dwelling units located on the Property. The election of the Committee shall be held annually on the first Monday in May at 7:00 o'clock p.m. at a site selected by the Developer or the Committee. In the event of the failure of the Owners of a majority of the dwelling units within the Property to elect a Committee in any year, the most recently elected members shall continue to serve until successors are duly elected.

3.3. No alteration in the exterior appearance, design, exterior color, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the subsurface of any existing buildings or improvements, including but not limited to, any exterior remodeling and the construction of patios, decks, and swimming pools, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable.

3.4. The existing vegetation of each lot subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Developer or the Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

3.5. The elevation of a lot or outlot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. A copy of all site, grading and landscaping plans shall be kept by the Developer or the Committee for the benefit of other purchasers in planning their individual elevations. Violations of the approved site, grading or landscaping plans shall give either the Developer or Committee, whichever is then applicable, or any adjacent lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any lot within the Property (including outlots for purposes of this section) without the approval of the Developer or the Committee, whichever is then applicable.

3.6. All lots within the Property (other than outlots) shall be used only for single family or duplex condominium residential purposes.

3.7. All single family or duplex condominium residential buildings must have an attached garage and such garage must contain not less than two (2) nor more than three (3) automobile garage stalls, but the maximum limitation may be waived by the Developer or the Committee, whichever is then applicable.

3.8. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction which has been

approved by the Developer or the Committee, whichever is then applicable, in their discretion.

3.9. Unless waived by the Developer or the Committee when suitable alternative paving materials are used, whichever is then applicable, all driveways must be paved with concrete. No more than two (2) domestic animals may be kept in or about any dwelling unit on any lot subject to this Declaration, except that no pit bull or Doberman, in whole or in part, may be kept on any lot within the Property, without the written consent of the Developer or the Committee, whichever is then applicable, in its sole discretion. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property.

3.10. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property except where approved in writing in advance by the Developer or Committee, whichever is then applicable. Any permitted accessory structure or building must be sided and roofed like the principal building on the lot. At no time may any steel or aluminum sheds or outbuildings be constructed on any lot.

3.11. Where public sidewalks exist, it is the responsibility of the abutting lot owner to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction.

3.12. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

3.13. Parking of commercial or service vehicles owned or operated by residents within the Property is prohibited unless such vehicles are kept in garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside garages. Parking of more than two (2) vehicles in the driveway within the Property, by the residents or owners of any one dwelling unit in the Property, shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such lot. No parking shall be allowed in any private streets within the Property except to the extent approved by the Developer or the Committee. This section shall not prohibit the temporary parking or storage of such vehicles in the driveway for the sole purpose of loading or unloading such vehicles at the lot at which parked, for a period not to exceed twenty-four (24) hours. No cars, boats or other vehicles shall be parked on lawns or yards at any time.

3.14. All areas of lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. All lots (including outlots), and all improvements

thereon, shall be kept in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

3.15. On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within one (1) year from the date of such land contract or deed. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the lot owner within ninety (90) days after the expiration of such one (1) year period, to have said lot (and any appurtenant rights in any outlot, if any) conveyed to the Developer at the original sales price, free and clear of any liens and encumbrances created by act or default of the Owner of such lot, with taxes and installments on assessments for the year in which conveyance occurs being prorated as of the date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

3.16. Construction of all buildings shall be completed within six (6) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) and paving of driveway shall be completed within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay.

3.17. Except to the extent that this section is in conflict with any federal law or regulation, no exterior antennas, satellite dishes, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height, size and color thereof.

3.18. At all times, the Owner of all or any part of the Property shall comply with the terms of any conservation or scenic or conservancy easements, covenants or restrictions which have been entered into before the date hereof and are recorded with respect to the Property, and any Owner violating such instruments shall indemnify, defend and hold harmless the Developer from and with respect to any claim arising therefrom. In addition, the Owner of all or any part of the Property shall comply with the terms of any general development plan, specific implementation plan or other zoning regulations applicable to the Property at all times, except to the extent that any such items are amended by the Village of Waunakee, but in no event shall any such amendment apply to the Property without the consent of Developer until the powers of Developer hereunder are transferred to the Committee.

3.19. No noxious or offensive trade or activity shall be carried on within the Property, nor shall anything be done which may be or will become a nuisance to the neighborhood. No burning barrels shall be allowed on any lot.

3.20. The elevation of any utility easement within the Property may not be changed in excess of six (6) inches without the permission of all of the applicable utilities and any party making such change shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats.

3.21. No lot as platted shall be resubdivided, except with the approval of the Developer or the Committee, whichever is applicable. No boundary line within the Property shall be changed, except with the approval of the Developer or the Committee, whichever is then applicable. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats.

3.22. No signs of any type shall be displayed to public view on any lot without the prior written consent of the Developer or the Committee, whichever is then applicable, except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, and (b) signs erected by Developer advertising lots within the Property for sale, and (c) condominium monument signs for the project as a whole.

3.23. All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all side-yard and set-back requirements imposed by local ordinance, subject to such modifications thereof as are applicable to any planned unit development (PUD) districts within the Property, as amended from time-to-time.

3.24. No swale, drainage way, ditch or stormwater detention area within the Property, whether established by easement or not, which is in existence at the time of development on any lot or outlot on the Property, shall be re-graded or obstructed, so as to impede the flow of surface water across such swale or drainage way, or interfere with the proper functioning of any such swale, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditch, drainage way or stormwater detention area. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats.

3.25. The following landscaping requirements apply to all lots and outlots within the Property:

(a) Front and side yards must be sodded, including street terraces, except that the Developer or the Committee, whichever is then applicable, may

permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative material and practices are employed, in their discretion.

(b) Rear yard areas which are not sodded must be seeded.

(c) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot or outlot owner(s). Complete visual screening of the front, rear or side of any lot or outlot is prohibited without approval of the Developer or the Committee, whichever is then applicable.

3.26. The Developer, after the completion of all of the approved condominium units on each of Lots 168 and 169, as specified in the Specific Implementation Plan approved the Village of Waunakee, may elect to assign all of the Developer's rights to approve all of the items set forth in Article 3 hereof to the Committee as to each such lot as each such lot is completed.

3.27. Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years from the date hereof, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 3.29 below. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, the Committee or any person or persons owning any lot or lots within the Property shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorney fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation.

3.28. Article 3 hereof, or any part thereof, may be canceled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer and the Owners of a majority of the dwelling units subject to this Declaration, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided, then by an instrument in writing signed by the Owners of a majority of the dwelling units subject to this Declaration.

3.29. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

3.30. In the event the Developer or the Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or Committee, within

thirty (30) days after the same have been submitted to the approving authority in writing, then such approval shall not be required in that instance.

3.31. In exercising any authority under Article 3 of this Declaration, the Developer or Committee, as appropriate, shall act in accordance with the following standards:

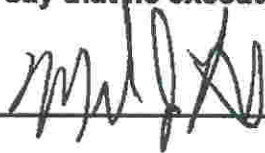
- (a) to assure the most appropriate development and improvement of the Property;
- (b) to protect each Owner of a dwelling unit against improper uses by other lot owners;
- (c) to preserve the beauty of the Property;
- (d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;
- (e) to encourage and secure the erection of attractive, adequate sized homes, which conform and harmonize in external design with other structures within the Property and which are properly located upon the lot in accordance with its topography and finished grade elevation; and
- (f) to provide for high quality improvements which will protect the investments of purchasers of lots.

3.33. The Developer and the Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site, grading or landscaping plan or other matter, including any loss arising out of the negligence of the Developer or Committee.

3.34. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, drainage ways, stormwater detention areas, or maintenance or landscaping, or if any lot owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, the Committee or the Village of Waunakee shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable attorney fees and costs, to remedy said violation. The Village of Waunakee shall not be required to take any action hereunder.

3.35. The Owner of any lot within the Property which abuts upon or is adjacent to land used for farming or grazing purposes (other than lands used by Developer for such purpose) shall erect and maintain, if requested by the adjacent property owner, a partition fence, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence, between the Owner's lot and the adjacent land, without cost to the adjoining property owner, so long as the adjoining land is

On this 20th day of January, 2005, before me, a Notary Public, personally appeared Donald C. Tierney and Joanne K. Tierney to me known, who being by me duly sworn, did depose and say that he executed said document.



Notary Public, State of Wisconsin

My Commission: 21 years

This document drafted by Michael J. Lawton.