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REGISTER OF DEEDS  
DANE COUNTY WI

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**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS  
FOR THE PLAT OF SOUTHBRIDGE, VILLAGE OF WAUNAKEE,  
DANE COUNTY, WISCONSIN**

V28009P 60

Donald C. Tierney and Joanne K. Tierney, husband and wife (collectively the "Developer"), owners of all of the Lots within Southbridge, Village of Waunakee, Dane County, Wisconsin, being Lots 1 through 51 thereof, and being the Developer thereof, pursuant to Section 3.29 of the Declaration of Covenants, Restrictions and Conditions for the Plat of Southbridge, Village of Waunakee, Dane County, Wisconsin ("the Declaration"), do hereby amend the Declaration as specified herein, and declare that all of the aforesaid lots are subject to the following restrictions, covenants and conditions, and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and conditions set forth herein:

1. Developer hereby consents to the redivision and change of boundaries of the following four lots within Southbridge by means of a Certified Survey Map to be prepared and approved hereafter by Developer, in Developer's sole discretion, so that such four lots shall thereafter constitute only three lots within Southbridge: Lots 44, 45, 46 and 47.

2. The following additional provisions shall be added as Section 3.38. of the Declaration:

3.38. While the Developer retains ownership of any lots within the Plat of Southbridge, the Developer reserves the right to submit some or all of said lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Covenants, Restrictions and Conditions shall, as to the lots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of said Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in the Plat of Southbridge, pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of Lots within the Plat of Southbridge, and their successors and assigns, shall take title subject to this specific

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reservation by the Developer and shall waive all rights to object to violations of this Declaration of Covenants, Restrictions and Conditions by Developer, the Madison Area Builders Association, or any of the builders or participants in such Parade of Homes during the period of such Parade(s) as set forth above.

4. The following additional Article shall be added as Article 4 of the Declaration:

**ARTICLE 4**

**Definitions**

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

4.1. "Association" shall mean and refer to Southbridge Homeowners Association, Inc., its successors and assigns.

4.2. "Board" shall mean and refer to the Board of Directors of the Association.

4.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, and Conditions for the Plat of Southbridge, as it may from time-to-time be amended.

**Association Membership and Board of Directors**

4.4. **Members.** The record owner of each platted lot (exclusive of outlots) within Southbridge, and the owner of each detached, single-family residential lot (exclusive of outlots) created hereafter by Developer by plat or certified survey map within the S 1/2 of the NW 1/4 of Section 16, and the SE 1/4 of the NE 1/4 of Section 17, Township 8 North, Range 9 East, Village of Waunakee, Dane County, Wisconsin, shall be a member of the Association. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members. The members shall have such rights as are set forth herein, in the Articles and By-Laws

of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

4.5. Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and By-laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

Common Areas; Entrance Sign

4.6. Acquisition of Common Areas. The Association may take title from time-to-time to real property within the Plat of Southbridge, or elsewhere within the S 1/2 of the NW 1/4 of Section 16, and the SE 1/4 of NE 1/4 of Section 17, Township 8 North, Range 9 East, Village of Waunakee, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon.

4.7. Obligations of Association. The Association shall have the duty to maintain common areas in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members.

4.8. Easement of Enjoyment. Subject to the provisions of this Declaration, all common areas shall be held by the Association for the benefit of the members. Each of said members shall have an equal, undivided right to use and enjoyment of such common areas, subject to the right of the Association to establish reasonable rules for the use of such common areas.

4.9. Entrance Sign. The Association shall maintain in good order and repair the Plat entrance sign, including lighting thereof and the waterfall thereon, and any pump, electrical equipment, piping and wiring associated therewith, located on Outlot 1 of Southbridge,

and shall provide water and electrical power therefor, at the expense of the Association.

#### Assessments

4.10. **Creation of Lien and Personal Obligation of Assessments.** The Developer hereby covenants, and each Owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments in the amount and manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment became due and payable.

4.11. **Creation of Assessments.** Assessments shall be determined, established and collected each year, starting with calendar year 1996, in the following manner:

(a) **Budget.** In December of each year starting in December 1995, the Board shall determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas, payment of taxes, and other costs connected therewith, including a reasonable reserve for depreciation. Such budget shall be approved by a vote of two-thirds (2/3) of the Board on or before the last day of December each year.

(b) **Limitation on Assessments.** The maximum annual assessment which may be authorized under this Article shall be \$25 for each lot to which the Association has the power to make assessments

hereunder or under other comparable instruments (excluding outlots), until the actual annual costs of maintenance, improvement and operation of common areas and payment of taxes and other costs associated therewith, including a reasonable reserve for depreciation, shall exceed the annual revenue generated by an assessment of \$25 per lot, in which event the maximum assessment per lot shall be such actual costs of maintenance, improvement and operation of common areas and payment of taxes and other costs associated therewith, including a reasonable reserve for depreciation, divided equally among all lots as to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots).

(c) **Declaration of Assessments.** The Board shall declare assessments so levied due and payable thirty (30) days from the date of such levy. The Board shall notify each Owner of the action taken by the Board, the amount of the assessment against the lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the Owner.

(d) **Collection of Assessments.** In the event any assessment levied against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board may, in its discretion, file a claim for a maintenance lien against the lot for which payment is not made, and upon compliance with the provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such lot. The claim shall

thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his lot.

(e) **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.



