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

V26964P 37

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 the Plat of Southbridge (the "Property"), hereby declares that all of the lots in the Property are subject to the following restrictions, covenants, and conditions, and that all of such lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and conditions set forth herein:

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, 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.

1.3. "Property" shall mean and refer to the real estate described as the Plat of 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 the Village of Waunakee, Dane County, Wisconsin, shall be known as the Plat of Southbridge, Village of Waunakee, Dane County, Wisconsin, and is more particularly described as follows:

Being part of the Southeast 1/4 of the Northwest 1/4 of Section 16, Township 8 North, Range 9 East, in the Village of Waunakee, Dane County, Wisconsin, described as follows:

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Commencing at the West 1/4 corner of said Section and running thence along the South line of the Northwest 1/4 thereof, N 89° 46' 11" E, 2001.60 feet to the POINT OF BEGINNING; thence continuing N 89° 46' 11" E along said line, a distance of 663.00 feet to the Southeast corner of said 1/4 Section; thence with the centerline of Woodland Drive the following 5 courses and distances: N 0° 08' 51" E, 448.10 feet to the point of curvature of a tangent curve, concave to the West, having a radius of 7000.00 feet, a central angle of 1° 38' 00" and a chord which bears N 00° 40' 09" W, 199.54 feet; thence Northerly along the arc of said curve, a distance of 199.55 feet; thence N 1° 29' 09" W, 171.49 feet to the point of curvature of a tangent curve, concave to the West, having a radius of 738.00 feet, a central angle of 29° 35' 00" and chord which bears N 16° 16' 39" W, 376.83 feet; thence Northerly along the arc of said curve, a distance of 381.05 feet; thence N 31° 04' 09" W, 127.06 feet; thence leaving said centerline, S 57° 46' 18" W, 150.15 feet; thence S 20° 02' 42" E, 35.50 feet; thence S 61° 56' 18" W, 72.40 feet; thence N 13° 38' 42" W, 193.86 feet to the North line of the aforesaid 1/4 - 1/4 Section; thence with said North line, S 89° 39' 09" W, 743.68 feet; thence leaving said North line, S 0° 00' 51" W, 202.92 feet; thence S 89° 59' 09" E, 42.00 feet; thence S 0° 00' 51" W, 155.00 feet; thence S 77° 29' 18" E, 69.42 feet; thence S 35° 00' 00" W, 110.00 feet; thence S 44° 59' 09" E, 216.00 feet; thence N 45° 00' 51" E, 35.00 feet; thence S 44° 59' 09" E, 200.00 feet; thence S 31° 54' 22" E, 149.78 feet; thence S 22° 00' 00" E, 100.00 feet; thence S 0° 00' 51" W, 376.26 feet to the POINT OF BEGINNING.

ARTICLE 3

Architectural Control, Protective Covenants and General Provisions

3.1. For all buildings to be erected or placed on any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings 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, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, 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.

3.2 After the Developer and their representatives, successors and assigns, cease to have any title to any lot subject to this Declaration, 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 Owners of a majority of the lots (exclusive of outlots) within 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 lots 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. For each building erected or placed on any lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality single family residences.

3.4. No alteration in the exterior appearance of existing buildings, including but not limited to, 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.

3.5. 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.

3.6. The elevation of a lot 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 without the approval of the Developer or the Committee, whichever is then applicable.

3.7. All lots within the Property (other than outlots) shall be used only for single family residential purposes, except that Developer may continue to use lands owned by Developer for present agricultural purposes and uses. The following minimum floor area requirements shall apply to all single family residential buildings erected on any lots subject to this Declaration:

- (a) No single story building shall have less than 1400 square feet.**
- (b) No two-story building shall have less than 1800 square feet.**
- (c) No raised ranch, bi-level, or tri-level building shall have less than 1400 square feet on the main level.**

For the purposes of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if the basements are finished, shall be excluded.

The above minimum requirements may be waived by the Developer or the Committee, whichever is then applicable, in the event the proposed architecture and quality of the house is such as to present an appearance compatible with other houses within the Property.

3.8. All single family 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.

3.9. 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.

3.10. All driveways must be paved with concrete. No more than two (2) domestic animals may be kept on any lot subject to this Declaration. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not.

3.11. Accessory buildings or structures, including but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited except where approved in writing in advance by the Developer or Committee, whichever is then applicable.

3.12. 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.

3.13. 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.

3.14. 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. This section shall not prohibit the temporary parking or storage of such vehicles 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 or other vehicles shall be parked on lawns or yards at any time.

3.15. 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. The Owner shall keep each lot, and all improvements, 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. This paragraph shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in the back yards.

3.16. 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 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.

3.17. 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.

3.18. No exterior antennas, satellite dishes, solar panels, wind mills, walls or fences of any kind shall be permitted unless approved in writing in advance by

the Developer or the Committee, whichever is then applicable, including approval of the location, material, height and color thereof.

V26964P42

3.19. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood. This shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in back yards.

3.20. The Owner of any lot subject to this Declaration shall not change the elevation of any utility easement in excess of six (6) inches without the permission of all of the applicable utilities and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

3.21. No lot as platted shall be resubdivided. 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 not be construed to prevent the use of one lot and part or all of another lot or lots as one building site.

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) the plat entrance sign(s) on Lot 1 and/or Outlot 1, (b) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, and (c) signs erected by Developer advertising lots within the Property for sale.

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. The Developer or the Committee, whichever is then applicable, shall have the right to change the side-yard and set-back requirements for new construction within the Property from time-to-time, in their sole discretion.

3.24. No Owner of any lot shall re-grade or obstruct any swale, drainage way, or stormwater detention area, whether established by easement or not, which is in existence at the time of development on such lot, 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, drainage way or stormwater detention area.

3.25 The Owners of Lots 8, 9, 11 and 12 shall be responsible for mowing and maintaining any drainage ways or stormwater detention areas on their respective lots at their expense. Without relieving any Owner of liability, the Developer or the Committee, whichever is applicable, and the Village of Waunakee shall be permitted by the Owners of Lots 8, 9, 11 and 12 to have access to any drainage ways,

stormwater easements or stormwater detention areas on Lots 8, 9, 11 and 12, to perform mowing, maintenance or repairs. The Developer or the Committee, whichever is then applicable, and the Village of Waunakee shall be permitted by the Owners of Lots 8, 9, 11 and 12 to have access through the drainage ways, stormwater detention areas or stormwater easements on such lots to any drainage ways, stormwater detention areas or stormwater easements on any lands outside the Property which adjoin such lots to perform mowing, maintenance or repairs.

3.26. The following landscaping requirements apply to all lots (other than outlots) within the Property:

- (a) Front and side yards must be sodded, including street terraces.**
- (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 owner. Complete visual screening of the front, rear and side boundaries of the premises is prohibited without approval of the Developer or the Committee, whichever is then applicable.**

3.27. The Developer, after a period of ten (10) years from the date of recording the final Plat or after seventy-five percent (75%) of the lots within the Property (other than outlots) have been sold, whichever occurs first, may elect to assign all of the Developer's rights to approve all of the items set forth herein to the Committee.

3.28. This Declaration 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 twenty-five (25) years after the Plat is recorded, after which time this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 3.27 above. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained herein while this Declaration 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 attorneys fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation.

3.29. This Declaration, or any part thereof, may be cancelled, 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 lots (other than outlots) subject to this Declaration, or if the Developer has

released or assigned the Developer's rights under this Declaration as provided, then by an instrument in writing signed by the Owners of a majority of the lots (other than outlots) subject to this Declaration.

3.30. 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.

3.31. 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.

3.32. In exercising any authority under 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 lot 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. A perpetual easement is reserved for Developer to install (at Developer's option) and keep a sign identifying the Plat within an area on Lot 1 within 10 feet north and west of the northwest side of the vision triangle on said Lot, for the benefit of all Owners within the Property. The Developer or the Committee, whichever is then applicable, and the Village of Waunakee shall be permitted by the Owner of Lot 1 to have access to such sign on Lot 1 for maintenance and repair of the sign, at their option. The Owner of Lot 1 shall maintain in good order the landscaping around the Plat entrance sign, at the sole expense of such Owner. In the event such Owner shall fail to maintain such landscaping as required, the Developer or the Committee, whichever is then applicable, or the Village of Waunakee can perform such landscaping maintenance, at the Owner's expense.

3.35. A perpetual easement is reserved for Developer to install (at Developer's option) and keep decorative pillars and/or fencing within 15 feet of the easterly boundary of Lots 1 through 8, for the benefit of all Owners within the Property. The Owners of Lots 1 through 8 shall maintain in good order such decorative pillars and/or fencing and the landscaping around such pillars and/or fencing on their respective lots, at the sole expense of such Owners. In the event any such Owners shall fail to maintain such items as required, the Developer or the Committee, whichever is then applicable, and the Village of Waunakee shall be permitted by the Owner of Lots 1 through 8 to have access to such decorative pillars and/or fencing for maintenance and repair purposes, at the Owner's expense.

3.36. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, drainage ways, stormwater detention areas, or entrance signs and landscaping, or if any lot owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, the Committee or 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.

3.37. 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 used for farming or grazing purposes. The Developer, the Committee or the Village of Waunakee shall have standing to bring proceedings at law or in equity against the Owner of such lot, and shall be awarded appropriate relief, including reasonable attorney fees and costs, in the event of any violation hereof.

