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DANE COUNTY
REGISTER OF DEEDS

Doc No 2831253

DECLARATION OF COVENANTS,
RESTRICTIONS AND
CONDITIONS FOR LOTS 198-210,
FIRST ADDITION TO RICHMOND HILL

1997-02-07 05:20 PM
Trans. Fee 0.00
Rec. Fee 32.00
Pages 12

Please returned to:
Richard E. Petershack, Esq.
Axley Brynerson
P.O. Box 1767
Madison, WI 53701-1767

Tax Parcel No.:
See attached list of Parcel Nos.

DECLARATION made this 5th day of February, 1997, by Hovde Realty, Inc.

WITNESSETH:

WHEREAS, Developer now owns certain lands in the City of Madison, which have been platted as the "First Addition to Richmond Hill" (the "Subdivision").

WHEREAS, Developer, for the preservation of property values and to promote the quality of life by preserving scenic beauty and protecting environmental and ecological values, desires to subject the Subdivision and other lands to covenants, restrictions, and conditions.

NOW, THEREFORE, Developer declares that Lots 198-210 of the Subdivision (each a "Lot," together the "Lots"), shall be used, held, sold and conveyed subject to the covenants, restrictions and conditions set forth below, which shall inure to the benefit of and encumber, the Subdivision, each Lot thereof and run with said lands.

ARTICLE I

Definitions

For purposes of these covenants, restrictions and conditions, the following terms shall be defined in the following manner:

1.1 "Committee" shall mean the Developer or Architectural Control Committee, whichever is then applicable, as described in Article 3.1.

12/32

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ARTICLE I

Definitions

For purposes of these covenants, restrictions and conditions, the following terms shall be defined in the following manner:

1.1 "Committee" shall mean the Developer or Architectural Control Committee, whichever is then applicable, as described in Article 3.1.

12/32

1.2 "Declaration" shall mean the covenants, restrictions, easements, charges, liens and other provisions herein set forth in this entire document, as it may from time-to-time be amended.

1.3 "Developer" shall refer to Hovde Realty, Inc. its successors and assigns.

1.4 "Dwelling" shall mean the detached single family residential dwelling.

1.5 "Lot" shall have the meaning set forth in the recitals above, but shall specifically exclude any Outlot or other Common Area.

1.6 "Building Site" shall mean a Lot or an individual Lot and one (1) additional adjacent Lot.

1.7 "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 within the Subdivision, 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.

1.8 "Subdivision" shall mean and refer to the real estate described as the First Addition of Richmond Hill, City of Madison, Dane County, Wisconsin.

ARTICLE 2

Property Subject to This Declaration

2.1 Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Madison, Dane County, Wisconsin and is more particularly described as:

Lots One Hundred Ninety-eight (198) through Two Hundred Ten (210) of the Subdivision described as the "First Addition to Richmond Hill", Dane County, Wisconsin.

Tax Parcel Nos. 0710-114-0109-0; 0710-114-0108-2; 0710-114-0107-4; 0710-114-0106-6; 0710-114-0105-8; 0710-114-0102-4; 0710-114-0101-6; 0710-114-0401-0; 0710-114-0413-5; 0710-114-0414-3; 0710-114-0415-1; 0710-114-0416-9; 0710-114-0417-7

ARTICLE 3

Architectural Control

3.1 Architectural Control Committee. While the Developer retains ownership of any lot in the subject area, this Committee shall consist of the Developer. The Developer may appoint an agent to act in its place at the Committee. When the Developer ceases to own any of the subject Lots, a majority of the then Owners of the Lots shall have one vote per Lot and shall elect the three members of the Committee. The Committee's approval or

disapproval as required in these Restrictions shall be in writing. The Committee may, by unanimous vote, elect to turn over its responsibilities to, and be incorporated into, the Architectural Control Committee for the Plat of Richmond Hill (the "Richmond Hill Committee"). If the Committee elects to turn over its responsibilities to the Richmond Hill Committee, and if the Richmond Hill Committee agrees in a recorded document to assume and exercise such responsibilities, then all references to the Committee herein shall thereafter be deemed to refer to the Richmond Hill Committee.

3.2 Architectural Control.

(a) No building, fences or outbuildings shall be erected, placed or altered nor any landscaping commenced until the plans and specifications therefore and a plan showing the location and details of the structure or landscaping have been approved by the Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, finish grade elevations and exterior property.

Colored samples of brick, siding, door, shingle and shutter shall be submitted for inspection by the Committee at the same time the individual house plans are submitted.

(b) For each Dwelling or other similar improvements erected or placed on any Lot subject to this Declaration, the prime contractor or builder to be hired for construction of such Dwelling or other improvement shall be approved in writing by the Committee prior to commencement of construction. 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 residence.

3.3 Procedures.

(a) An Owner desiring to construct any improvement, alteration (including any exterior remodeling, repainting or staining) or addition on a Lot or Lots shall submit construction plans and specifications and a site plan showing the location of all contemplated improvements to the Committee for written approval. The items to be submitted shall include, as applicable in each instance, the following:

- (i) construction details for all building structures, fences, walls, decks, and other improvements;
- (ii) proposed facades of any building, including the style and location of eaves and windows;
- (iii) description of materials to be used;
- (iv) color scheme of all improvements;

- (v) landscape plans and specifications which shall also show all existing trees proposed to be removed, together with their species and size; and
- (vi) such other material as the Committee may deem necessary.
- (vii) the plans and specifications shall show, at a minimum, the exterior design, height, building material and color scheme, the location of the structure with building elevations, finished grade with respect to street, the location of the driveway; the plot plan shall show the general plan of landscaping and grading. One copy of the plans shall be deposited with the Developer.
- (viii) Location of the "foot print" of the structure on the lot or lots shall be approved by the Committee so that it may be consistent with the other structures in the immediate vicinity.

(b) The Committee may approve, disapprove or approve subject to stated conditions which shall be adhered to by Owner. In the event the Developer is not acting as the Committee, the Committee's decisions shall be by majority vote.

(c) In the event the Committee does not approve, disapprove or approve subject to conditions within thirty (30) days after the same have been submitted in writing in accordance with this Article, then Committee approval shall be deemed granted.

(d) If approval is received from the Committee, then the Owner shall construct any improvements substantially in accordance with the submitted documents. All material changes to the plans must be resubmitted to and approved by the Committee. Any changes to the plans that would lessen the quality or expense of the construction, or alter or change the exterior appearance or color scheme, shall be deemed to be material changes.

3.4 Standards. In exercising any authority under this Declaration, the Committee shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Lot;
- (b) to protect each Owner of a Lot against improper uses by other Lot Owners;
- (c) to preserve the beauty of the Lot and Subdivision in general;
- (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 buildings, which conform and harmonize in external design and color scheme with other structures within the Subdivision 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.

3.5 Liability of Committee. 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 plan or other matter, including any loss arising out of the negligence of the Developer or Committee.

3.6 Expert Fees. In the event that the Committee deems it necessary to obtain expert assistance in its review of an Owner's submission, it shall be authorized to retain expert(s) after first notifying Owner of its intention to do so. The cost of such experts shall be paid by the Owner as a condition of approval and shall be paid before commencement of any work.

3.7 Exceptions. The Committee may issue such temporary or permanent exceptions or variances with respect to any of the covenants, restrictions and conditions herein contained as may be approved by unanimous vote, exclusive of any vote of the Owner requesting such exception or variance, who may be a member of the Committee. In the event the Developer is acting as the Committee, it shall be the sole decision-maker with respect to such exceptions.

ARTICLE 4

Architectural and Other Lot Restrictions and Prohibitions

4.1 Restrictions, Prohibitions and Conditions. The following restrictions, prohibitions, and conditions apply to all Lots hereunder.

(a) 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 plans shall be kept by the Committee for the benefit of other Owners in planning their individual elevations;

(b) Lots shall be used only for single residential purposes. The following minimum floor area requirements shall apply to all single family residential Dwellings erected, not to exceed two and one-half stores in height, on any Lot subject to this Declaration:

- (i) No single story Dwelling shall have less than 1,600 square feet on the main level.
- (ii) No two or two and one-half story Dwellings shall have less than 2,000 square feet, with a minimum of 1,100 square feet on the main (first floor) level.
- (iii) No raised ranch, bi-level, or tri-level building shall have less than 1,600 square feet on the main levels.

The determination of whether a Dwelling is two or two and one-half stories shall be made from the front street grade.

For the purpose 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. A main level is defined as a level that is totally above the finished grade of the Lot.

A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than two unrelated persons. No business, whether or not for boarding, kenneling or treatment business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling.

(c) All single family residential Dwelling must have an attached garage and such garage must contain not less than two (2) nor more than three (3) garage stalls capable of holding at least two full-size automobiles.

(d) The following standards shall be adhered to in relation to all designs and construction to preserve the natural and improved beauty of the Subdivision:

- (i) All chimneys and flues shall be fully enclosed.
- (ii) Aluminum and vinyl siding shall be limited, but may be utilized where, in the opinion of the Committee, it does not detract from the architectural appearance of the Dwelling. If aluminum or vinyl siding is approved, it must be higher grade Double IV or Double V textured siding, be installed in such a manner so as to eliminate, wherever possible, overlapping or spliced pieces.
- (iii) No plywood siding shall be allowed.
- (iv) Roof pitch should be no less than five inches in every twelve inches.
- (v) Extensive use of bricks, especially in front of the building, will be required by the Committee.
- (vi) Trim, siding, masonry and roofing colors shall be coordinated to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Subdivision. Use of earth tone or other neutral colors is encouraged.

(e) No Dwelling or other building structure previously erected elsewhere may be moved onto any Lot subject to this Declaration, except new prefabricated construction which has been approved by the Committee.

(f) All driveways must be paved, concrete, asphalt or constructed with suitable brick pavers.

(g) All areas of any Lot not used as a Building Site, lawn, or under cultivation as a garden, shall have a cover crop or be so cultivated or tended in its natural state 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 or salvage material, all in a manner and with such frequency as is consistent with good property management.

(h) Construction of all Dwellings or other improvements shall be completed within twelve (12) months after issuance of a building permit for the respective structure and the acceptance of the subdivision's public improvements by the City of Madison. All landscaping and driveways shall be completed within ninety (90) days of occupancy of Dwelling. If such construction or landscaping is delayed due to conditions beyond the control of the Lot Owner, the time for completion shall be extended by the Committee by the period of such delay but in no event shall the whole construction process continue longer than eighteen months after the real estate closing on the purchase of such Lot and the acceptance of the subdivision's public improvements by the City of Madison.

(i) No Lot as platted shall be resubdivided. No boundary line within the Subdivision shall be changed, except with the approval of the Committee. This section shall not be construed to prevent the use of one Lot and part or all of another Lot as one Building Site.

(j) No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the property for sale, or signs provided and allowed exclusively by the Developer for builders or licensed real estate brokers during the initial construction and sales periods. The Developer reserves the right to erect monuments surrounded with landscaping at the entrances to the Subdivision to identify the Subdivision and to erect appropriate signage for the sales of Lots.

(k) The following are minimum landscaping requirements for all Lots hereunder upon completion of construction:

(i) Upon completion of construction or within thirty (30) days of occupancy, unless weather conditions do not permit compliance, all front and side yards which have been disturbed and which are not covered with any plantings shall be sodded and fertilized, and rear yards must be sodded or seeded and mulched with a quality blue grass mixture. Use of sod is required, in the discretion of the Committee in highly erodible Lot areas.

(ii) All Lots shall be final graded and at least two (2) inches of quality topsoil shall be applied to all disturbed land areas prior to sodding and at least four (4) inches shall be applied to all disturbed land areas prior to grass seeding. Each Lot Owner shall be required to spend an additional minimum sum of One Thousand Five Hundred Dollars

(\$1,500.00) on trees, foundation plantings or other landscape amenities with at least two (2) four-foot conifer trees planted and two (2) deciduous trees with a minimum trunk circumference of three inches. The Owner shall have one year from date of occupancy to complete such landscape plan.

- (iii) Landscape plantings and maintenance of the premises shall be the responsibility of the Lot Owner. Complete visual screening of the front or side boundaries of the premises is prohibited without approval of the Committee.
- (iv) Trees of a diameter of six (6) inches or greater shall not be destroyed or removed except as approved, in writing, by the Committee. In the event trees are destroyed, removed or damaged without approval, the Committee may require replacement of same, of similar size and quality, to the extent possible, with the cost thereof to be paid by the Lot Owner.
- (l) No high intensity indiscriminate yard lighting shall be placed or utilized upon any Lot without the written authorization of the Committee; provided, however, this provision shall not be interpreted to prohibit locational outdoor lighting illuminating entrances, walkways, driveways, patios, decks, and so forth.
- (m) There shall be no burning of trash, rubbish, grass, brush or other materials anywhere in the Subdivision unless specifically authorized by the Committee pursuant to written guidelines which take into account safety considerations per City of Madison ordinances.
- (n) No above ground swimming pools are permitted. Other swimming pools will not be permitted without prior approval of the Committee.
- (o) Street trees shall be planted in the street terrace within 30 days of completion of house construction by the Developer. The tree variety will vary from street to street and has been approved by the City of Madison.
- (p) All children's playground equipment must be permanently affixed and constructed with natural wood and/or natural wood stain. All other hardware accessories shall be natural materials and natural colors and shall not be painted.
- (q) All single family residences shall have a minimum of two windows on each side elevation of each Dwelling.

4.2 Use Requirements.

- (a) No more than three (3) domestic animals may be kept on any Lot. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not. Accessory buildings (including without limitation trailers, shacks, barns or

outbuildings) are expressly prohibited. Where a public walk exists on public streets, the abutting Lot Owner shall maintain the same in a safe and travelable condition. The Owner shall be responsible for maintaining the Lot in a neat appearance.

(b) No basement, tent or garage or any part thereof erected on any Lot shall at any time be used as a residence, temporarily or permanently.

(c) Parking of service vehicles owned or operated by any Owner is prohibited unless such vehicles are kept in garages. Storage of boats, travel and utility trailers, mobile homes, campers, and other recreational vehicles is prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns or yards at any time.

(d) 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. Nuisances such as loud or unreasonable noises shall not be permitted to exist upon any Lot so as to be detrimental to any neighboring lot or its occupants. Exterior lighting shall not be directed in such a manner as to create annoyance to neighbors. Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection. No clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back or side yards.

(e) No firewood or wood pile shall be kept outside a structure. All areas of Lots not used as a building site or lawn or under cultivation as a garden shall have cover crop or be so cultivated or tended as to keep such areas from noxious weeds. Except for wooded lots left in a natural state, each Owner shall mow the lawn at least fifteen (15) times during the months of May through October. This paragraph shall not be construed to prevent a family garden or orchard as otherwise permitted herein.

(f) No exterior antennas, satellite disks or solar panels shall be permitted.

4.3 Architectural Requirements.

(a) The requirements set forth in Section 4.1.d above may be waived by the Committee, if the proposed architecture and quality of the building is such as to present an appearance compatible with other buildings in the Subdivision.

(b) No fence shall be erected on any part of any Lot without the approval of the Committee.

(c) Mailboxes, including newspaper openings and support columns shall be constructed of wood and shall be of a design approved by the Committee.

(d) All buildings constructed on any Lot shall conform to all governmental zoning requirements and all side yards and setback requirements imposed by local ordinance.

Furthermore, if more than one Lot is to be used as a building site (e.g., because of the combination of a Lot with neighboring property), then the setbacks shall be measured from the Owner's property line boundaries rather than from the platted Lot boundaries. The Committee shall have the right to change the side yard and setback requirements for new construction in its sole discretion provided that all Lots abutting shall have the same setbacks.

(e) It is required that each Dwelling shall have some stone or brick on the front elevation; the Committee may grant an exception for houses with natural stained wood exteriors.

ARTICLE 5

General Provisions

5.1 Duration of Declaration. This Declaration shall run with the land and shall be binding upon and inure all to the benefit of all persons having an interest in the Subdivision for a period of twenty-five (25) years after the date this Declaration 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 Article 5.3 below.

5.2 Remedies. If any Owner, or any member of his family, any guests, or any lessee shall violate or attempt to violate any of the covenants, restrictions and conditions contained herein while this Declaration is effective, the Developer, Committee or any Owner shall have standing to bring proceedings at law or in equity against the Owner violating or attempting to violate any such covenants, restrictions, or conditions and the prevailing party shall be awarded reasonable attorneys' fees and costs, and any person violating any of these covenants, restrictions or conditions shall be liable for all costs of removing and correcting any such violation. Failure to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

5.3 Modification of Declaration. This Declaration, or any part thereof, may be amended in writing as to some or all of the Lots subject to this Declaration be an instrument signed by the Owners of not less than two-thirds of the Lots in the Subdivision. The instrument shall be recorded. Until such time as Developer has sold at least fifty percent (50) of the Lots within the Subdivision, it reserves the right to unilaterally amend this Declaration without the consent of any other Owner.

5.4 Severability. Invalidation of any one of these covenants, restrictions or conditions or any severable part of same, by judgment or court orders, shall not affect any of the other provisions, which shall remain in full force and effect.

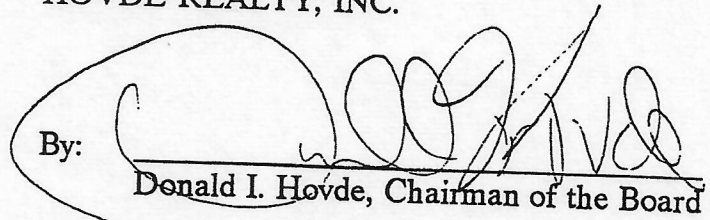
5.5 Number and Gender. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

5.6 Applicable Laws. The Declaration shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

5.7 Captions. The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions hereof.

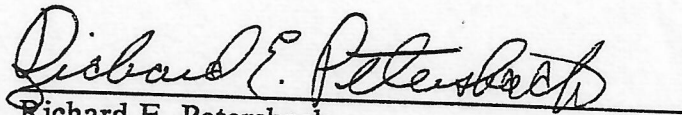
IN WITNESS WHEREOF, the undersigned parties have executed this instrument on this 5th day of February, 1997.

HOVDE REALTY, INC.

By: 
Donald I. Hovde, Chairman of the Board

AUTHENTICATION

Signature of Donald I. Hovde authenticated this 5th day of February, 1997.


Richard E. Petershack
Title: Member - State Bar of Wisconsin

This instrument was drafted by:
Richard E. Petershack, Esq.
Axley Brynelson