

COVENANTS AND RESTRICTIONS FOR PLAT OF  
WEST DRUMLIN ADDITION, IN THE VILLAGE  
OF COTTAGE GROVE, DANE COUNTY,  
WISCONSIN

Lots 1 through 10, Plat of West Drumlin, Village of Cottage  
Grove, Dane County, Wisconsin.

Name & Return Address:  
John P. Schneider  
4211 W. Beltline Hwy  
Madison, WI 53711

Parcel Identification Nos.: See attached Exhibit A

**MASTER DECLARATION OF PROTECTIVE COVENANTS FOR WEST  
DRUMLIN**

THIS DECLARATION OF PROTECTIVE COVENANTS FOR WEST DRUMLIN  
("Declaration") is made this \_\_\_\_ day of \_\_\_\_, \_\_\_\_\_, by JSBC Development, LLC.

RECITALS:

A. JSBC Development, LLC now owns certain lands in the Village of Cottage Grove, Dane County, Wisconsin (the City") which are legally described on Exhibit A attached hereto and made a part hereof (the "Lots").

B. The Developer (defined below) desires to subject the Lots to the conditions, restrictions, covenants and reservations set forth herein (collectively, the "Covenants", and each, a "Covenant"), which shall encumber the Lots, and shall bind the owners thereof, their successors in interest, and the owner of any interest therein.

NOW, THEREFORE, the Developer declares that the Lots shall be used, held, sold and conveyed subject to the Covenants (as specifically provided for herein), which shall inure to the benefit of and encumber the Lots, and run with the land, and shall bind the successors in interest, and the owner of any interest therein.

ARTICLE I  
DEFINITIONS

The following definitions shall apply to this Declaration (in addition to other terms defined herein):

1. "ACC" shall mean the Architectural Control Committee established pursuant to Article III.
2. "Declaration" shall mean the Declaration of Protective Covenants for West Drumlin Addition.
3. "Covenants (and, individually, a "Covenant") means the conditions, restrictions, covenants and reservations set forth herein and which may be provided for from time to time in amendments, modifications or additions to this Declaration.
4. "Developer" shall mean JSBC Development, LLC, its successors and assigns.
5. "Lots" or "Lot" shall mean those platted lots described on Exhibit A attached hereto and those additional platted lots made subject to this Declaration from time to time by amendment hereto as provided in Article II.
6. "Owner" shall mean the person or persons owning the fee simple title to a Lot, except that if a Lot has been sold on land contract, the Owner shall be the person or persons named as purchaser in the land contract.
7. "Register of Deeds" shall mean the Office of the Register of Deeds for Dane County, Wisconsin.
8. "Subdivision" shall mean the plat of West Drumlin Addition and all additions thereto (and including all Lots contained therein).
9. "City" shall mean the Village of Cottage Grove, Dane County, Wisconsin.

ARTICLE II  
STATEMENT OF PURPOSES

1. General. The general purposes of this Declaration are to help ensure that the Lots will become and remain an attractive community; to preserve and maintain the natural beauty of the Lots; to ensure the most appropriate development and improvement of each Lot, including construction of attractive and harmonious residential and non-residential structures; and to ensure the highest and best residential and non-residential development of the Lots, all as specifically

provided for herein.

2. Developer's Intent to Develop Lots in Phases; Owner's Acknowledgments.

(a) Overall Covenants. This Declaration provides Covenants which are general in nature and which apply to all the Lots, except as otherwise expressly provided for herein. Developer intends to develop the Subdivision in phases, and to record additional Covenants that are specific to each phase of Lots which become part of the Subdivision. The Developer may record additional Covenants specific to each phase prior to selling any Lots in the phase.

This Declaration shall apply to future phases of Lots which become part of the Subdivision and shall be made applicable to such future phases by a document recorded with the Register of Deeds which incorporates by reference this Declaration.

(b) Owners Acknowledgments. All Owners are subject to the Covenants as may be provided for herein and are given notice that (i) their ability to use their privately owned property is limited thereby; and (ii) the Developer may add, delete, modify, create exceptions to, or amend the Covenants as provided for herein. Each Owner, by acceptance of a deed for a Lot, acknowledges and agrees for himself or herself, and for his or her heirs, representatives, successors and assigns, that the use, enjoyment and marketability of his or her Lot can be affected by the Covenants and future development within the Subdivision.

ARTICLE III  
ARCHITECTURAL CONTROL

1. Architectural Control Committee ("ACC").

(a) Initial ACC. The ACC shall initially be the Developer and the Developer shall be entitled (but not required) to serve as the ACC for as long as the Developer is the owner of any Lot.

(b) Future ACC. The Developer may at any time resign from the ACC and appoint any three Owners as the new members of the ACC. The Developer shall record a statement of its resignation and such appointment with the Register of Deeds. In the recorded statement, the Developer shall specify a procedure by which subsequent members of the ACC may resign, be replaced, and be elected; and such recorded statement may address such other matters pertaining to ACC governance and procedures as deemed appropriate by the Developer. The ACC shall act by majority vote.

(c) Termination of ACC. Instead of appointing replacement members for the ACC as provided in Section III.1(b), the Developer in its discretion may elect to terminate the ACC and its functions effective upon the resignation of the Developer. If the Developer elects to do so, it shall file a recorded statement to that effect with the Register of Deeds.

2. Necessity of ACC Approval.

(a) As to Plans. All plans for buildings, landscaping, fences, walls, or other structures or improvements to be constructed on any Lot, along with all site plans, shall be approved prior to construction, in writing, by the ACC. All such plans shall be complete and professionally prepared (or shall be equivalent to professionally prepared plans in the ACC's reasonably exercised discretion). From time to time the ACC may designate an architect or other professional to assist the ACC in the review of the plans.

(b) As to Installation of Fences, Swimming Pools, Playground Equipment and Basketball Structures. All proposed installations of fences, swimming pools, playground equipment and basketball structures shall be approved prior to installation. The owner shall submit with any plan for installation a statement of assent showing the disclosure and assent of any neighbor within 100' of the proposed structure, or a statement explaining the lack of assent.

(c) As to Ongoing Alterations. All proposed alterations in the exterior appearance of any buildings erected or placed on any Lot, including, but not limited to, exterior remodeling, exterior repainting in different colors from those previously approved, and the construction of patios, decks, tennis courts, exterior lighting, flag poles, swimming pools and other improvements on Lots, shall be approved prior to construction, in writing, by the ACC.

3. Required Submissions. In addition to any other information which the ACC may reasonably request, each Owner shall submit the following to the ACC in conjunction with any request for approval of any construction or improvements on any Lot:

(a) Plans and Specifications. Two sets of drawings and written specifications of the proposed structures showing at a minimum floor plans, elevations of all views of the structure exterior finishes, roofing type, driveway location, structure locations, description of exterior materials and colors, fence and wall details; and

(b) Landscape, Site and Grading Plans. (i) Two sets of landscape and site plans for the Lot identifying proposed grades and landscaping, including a narrative description of how the Owner will comply with the landscaping requirements set forth in Section IV.8 or with any additional Covenants subsequently recorded by the Developer or the Owners. The plans shall in every case include the finished elevations at each corner of the lot and the proposed elevation for the top of the foundation.

(ii) All lots in West Drumlin Addition are subject to a "Lot Drainage Plan", Ex. B. The plan is filed in the offices of the Village of Cottage Grove. No building permit shall be issued for any lot unless the application acknowledges and is consistent with the filed "Lot Drainage Plan." No Owner shall alter the drainage of any lot at any time inconsistent with the Lot Drainage Plan.

(iii) No plans shall be considered finally approved unless the Owner furnishes to the ACC a site plan which indicates the elevation of the building relative to street elevation and clearly shows the established lot corner elevations from the Drainage Plan, the drainage direction(s) and the

proposed building floor elevations and also showing the drainage patterns of all adjacent lots. Approval of the ACC shall not be granted unless the finished grade is compatible with the finished grade of adjacent Lots, if improvements on such Lots have been previously approved by the ACC; or unless such proposed finished grade is compatible to what the ACC deems to be a reasonably desirable grade level for the Lot in question.

(c) Lot elevations: (i) There is established a minimum and maximum building opening elevation, Ex. C. The first floor entry level must fall within the range specified in order to maintain proper stormwater flow.

(ii) In order to protect adjacent lots, the general a lot elevations shall not be altered in any substantial manner. For example, the building elevation may not be raised in order to farce an otherwise unobtainable lower level exposure.

(d) ACC Review Sheet. A completed architectural review sheet on form to be provided by the ACC.

(e) Address. Address for mailing the determination of the ACC.

(f) A submission shall not be complete, and the thirty (30) day approval time set forth in Section III.4 shall not commence, until all required documents have been submitted.

4. ACC Approval. The ACC shall approve or disapprove a submission within thirty (30) days of its receipt. The ACC's decision shall be in writing. If the ACC fails to mail its decision within the time limit, approval will be deemed to have been given and the applicable Covenants in this Declaration shall be deemed to have been complied with and the Owner shall construct the improvements in accordance with the submitted documents approved by the ACC. If a submission is approved, any changes to the approved submission must be resubmitted to, and approved by, the ACC.

5. Standards: Discretion of ACC; Right To Modify Covenants and Restrictions. The ACC shall have the right to reject any submission which, in the opinion of the ACC, is not in conformity with the provisions and purposes of this Declaration. The ACC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to the Owner's Lot, shall, and hereby does, release the ACC and the Developer from any liability based upon the good faith exercise of their duties under this Declaration. Refusal of approval of submissions by the ACC may be based on any grounds, including purely aesthetic grounds, which the ACC in its sole and good faith discretion deems sufficient. From time to time, the ACC may elect to establish, modify, or add or eliminate construction and use standards and restrictions that are in addition to, replace or modify those otherwise provided for herein.

6. Environmental Rules and Restrictions. Certain Lots may abut wetlands or environmental corridors. It is the Owner's duty and responsibility to know and understand the laws, rules and regulations governing wetlands, environmental corridors, buffer zones and other restrictions controlling the use and enjoyment of the Lots which are affected by such laws, rules and regulations.

7. General Guidelines. While the ACC at all times will have the final decision, the following guidelines with respect to construction requirements and the ACC review process are offered for the benefit of Owners:

- (a) Flues. All exterior chimney flues shall be enclosed.
- (b) Roofing. The submission shall specify roof material, tone and pitch.
- (c) Material Quality. The submission shall specify quality of the materials to be used.
- (d) Soffits. Soffits may be either aluminum or wood.
- (e) Siding. Various types of wood siding are admissible, but generally only one type of siding will be approved for any one house.
- (f) Color Schemes. Desired color schemes shall be submitted to the ACC for approval. The ACC will generally discourage the use of solid reds and dark browns, but will consider other colors on an individual basis. The ACC will generally attempt to coordinate trim and siding colors to provide the most aesthetic combination for a particular building. No color nor lack of color, including porches and decks, shall be considered approved unless shown on the plans.
- (g) Fascia.

- i. All fascias shall be a minimum size of 1” x 8”.
- ii. Aluminum, vinyl or wood siding, soffits and fascia will be allowed, subject to the following restrictions:
  - o The type of aluminum or vinyl siding used will be restricted to higher grade Double IV or Double V, textured siding.
  - o Most wood siding types will be permitted. However, “Texture 1-11” siding or other similar siding is not permitted.
  - o All wood siding must be stained or painted.
  - o The desired color scheme shall be submitted with the building plans and shall be subject to ACC approval.

(h) Windows and window treatment. For any residential structure, each level of each side of every unit shall have at least one full sized window unless excepted by the ACC. Each window on the front and sides shall, at a minimum, have either shutters or a 1” x 4” window wrap. All window design is subject to architectural approval. Shutters may be required on the back side of homes in appropriate circumstances, such as where directly visible from adjacent roads and open spaces.

(i) Other Construction Requirements. The ACC shall have the right to require brick, stone, shutters, corner boards and other similar items which it deems desirable for a particular submission. In general, the ACC expects not less than 25% brick or stone on the front of single family residences, shutters on windows and sufficient windows on each level of each side of a building.

8. Variances. The ACC shall have the right, in its sole discretion, to grant a variance to any of the Covenants. By granting a variance with respect to any particular Lot, the ACC shall have no responsibility to grant a similar variance with respect to any other Lot.

9. Preliminary Sketches. Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submission of the information required for final approval by the ACC.

10. Occupancy. No building or other structure may be occupied unless it has been approved by the ACC pursuant to this Article III, constructed in accordance with the plans approved by the ACC, and an occupancy permit has been issued with respect thereto.

11. Fees. The ACC may from time to time adopt a fee schedule designed to defray the ACC’s actual out-of-pocket costs incurred in connection with its review of any preliminary or final building plans or of any re-submission of any such plans, and such fee may be adjusted at any time by the ACC.

12. Liability of the Developer, ACC and its Members.

(a) No Liability. Except as provided in Section III.12(b), the Developer, the ACC and

its members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any submissions, the construction or performance of any work, whether or not pursuant to approved plans and specifications, or with respect to, or arising as a result of, the development of any property within the Lots.

Without limiting the generality of the foregoing, the ACC's review of proposed plans does not include a review of the structural soundness of the building or of compliance with any applicable building codes or practices. By reviewing and approving any plan, the ACC does not represent that the building or site plan meets any applicable City, state, federal, county or other governing bodies' setback requirements, statutes, building codes or ordinances. It is the Owner's sole and exclusive responsibility to assure compliance with all such requirements. The ACC is not liable with respect to any such matters.

(b) Bad Faith Actions. An Owner, however, shall have the right to injunctive relief against the Developer, the ACC or its members if the ACC refuses in bad faith to act upon a request made to the ACC. If an Owner brings an action for such injunctive relief and fails to establish that the Developer, the ACC or its members were guilty of bad faith in failing to act upon the Owner's request, the Owner shall be obligated to pay to the Developer, the ACC and its members all of the reasonable attorneys' fees and disbursements incurred by them in connection with the action.

#### ARTICLE IV ARCHITECTURAL RESTRICTIONS

All Lots and their improvements shall be subject to the following architectural/construction restrictions:

1. Building Sites. Unless otherwise provided in future recorded covenants with regard to future phases of the Lots, all buildings constructed on Lots shall have front, side and back yards that, at a minimum, conform to applicable zoning ordinances. The ACC shall have the right to grant variances from any other setback requirements from time to time, in its sole discretion, provided that any variances are in conformity with all applicable zoning ordinances.

2. Surface Elevation.

(a) Prohibited Actions. Except as provided in Section IV.2(b), the elevation of any Lot within the Subdivision shall not be changed so as to materially affect the surface elevation, grade or drainage patterns to the surrounding Lots. No Owner shall grade, alter or obstruct any drainage swale or comprehensive drainage flows as in effect at the time of development by the Owner in a way which impedes the flow of drainage water from other Lots across the swale or flows. Any Owner who violates this section shall be required to repair or restore the drainage swale or flows at the Owner's sole expense. If an Owner violates the grading, site or landscaping plans submitted by the Owner to the ACC, the ACC or any affected Owner shall have a cause of action against the violating Owner for both damages and injunctive relief. No earth, rock, gravel, or clay shall be excavated or removed from any Lot without the prior written approval of the ACC.

(b) Developer's Right to Grade or Re-grade. Notwithstanding the restriction in Section

IV.2(a), the Developer shall have the right at any time to grade or re-grade the Lots to accommodate, alter or establish drainage flows. The Developer shall not be liable to any Owner for any such grading or re-grading, except that if the grading or re-grading occurs after the Owner has either seeded or installed sod on the Owner's Lot, and if the grading or re-grading damages the Owner's grass or sod, the Developer shall be obligated to reasonably restore the grass or sod to its condition prior to the grading or re-grading.

3. House size. Each residential structure shall have the minimum floor area of finished living space as provided below. For purposes of determining floor area, stair openings shall be included but open porches, screened porches, attached garages, and basements, even if finished for recreational use, shall be excluded.

- a. Single-story houses shall have not less than 1,500 square feet.
- b. Split level, bi-level and tri-level houses shall have not less than 1,700 square feet.
- c. Raised ranch houses shall have not less than 1,500 square feet.
- d. Two story houses shall have not less than 1,700 square feet.
- e. The ACC shall have the power in its discretion to waive these minimum areas where the architecture and quality of the proposed house represents an appearance compatible with other houses in the Lots.
- f. The ACC shall have the power its discretion to increase these minimum areas where the architecture and quality of the proposed house otherwise fails to represent an appearance compatible with other houses in the Lots.

4. Corner Lots and Driveway Access. Single family corner lots shall have side entry garages unless waived by the ACC.

5. Roof Pitch and Shingles. All residential structures shall have a minimum roof pitch of 6 to 12, unless the ACC, in its sole discretion, gives prior written approval to a lesser pitch. Architectural shingles shall be used on all buildings.

6. Construction Deadline. Construction of each approved building shall be completed within six months after issuance of a building permit for the building. Landscaping (including grading, sodding and seeding) and installation of any driveway on any Lot shall be completed within thirty (30) days of completion of construction. If construction or landscaping is delayed due to matters beyond the control of the Owner, the time for completion shall be extended by the period of the delay.

7. Garages. Each single-family residence shall have an attached or detached garage that contains not less than two nor more than three automobile garage stalls. The ACC strongly encourages Owners of all corner Lots to have side-entry garages and may make side entry a condition of approval.

8. Landscaping Requirements and Restrictions. All Owners shall comply with the following landscaping requirements and restrictions:

(a) Street Terraces. The Developer or the municipality shall have the right to plant street trees in street terraces. The City may charge Developer a fee for trees to be planted in the future. In either event Developer shall have the right to obtain reimbursement from the affected Owner either at closing or thereafter. The Developer shall calculate the fee and charge the fee back to Owners on a fair and rational basis determined by the Developer in its sole reasonably exercised discretion. In the alternative, the City may plant street trees (of varying types) in the street terraces and assess the cost thereof to the Owners of the affected Lots. It is the Developer's intent to charge an estimated amount for trees at closing.

(b) Sodding and Seeding. Front yards shall be seeded at minimum, including street terraces, except that the ACC may waive this restriction in its sole discretion. In the case of corner lots, both street terraces shall be, at minimum, seeded. Rear and side yards not sodded shall be seeded with a fifty percent (50%) blue grass seed mixture. All sodding and seeding shall be completed within thirty (30) days of completion of construction. If weather conditions delay completion of sodding or seeding, sodding or seeding shall be completed as soon as weather permits.

(c) Plantings. Each Owner shall spend a minimum of \$700 on plantings in the front yard of the Owner's Lot. In addition, each Owner shall plant in the Owner's front yard one conifer, a minimum of four feet in height, chosen from any of the following varieties: Colorado green or blue spruce, Black Hills spruce, Austrian pine or Douglas fir.

A minimum of 30 percent of the front yard of each Lot shall consist of planting beds with ground covers, shrubs or trees.

(d) Additional Landscaping Requirements. Owners, at their expense, shall be responsible for complying with any additional landscaping requirements set forth in subsequently recorded Covenants. The Developer may subject each phase of Lots of the Subdivision to additional or different landscaping requirements.

(e) Ongoing Maintenance. Each Owner shall be responsible for the ongoing landscaping maintenance of the Owner's Lot, including the adjoining street terrace. During the growing season, each Owner shall mow the vacant portion of the Owner's Lot at least once every three weeks to a height not exceeding six inches. Each Owner shall shovel snow from any adjacent sidewalks within the time required by applicable ordinance.

All areas of a Lot not used as a building site or an approved landscaped area or under cultivation as a family garden shall be sodded or seeded, as applicable, and be kept free of noxious weeds.

(f) Fencing; Screening. Owners shall not install any fence or wall of any kind without prior written approval from the ACC. An Owner may construct a fence not exceeding four feet in height around a swimming pool approved by the ACC, provided that the ACC approves the style and material of the swimming pool fence.

Fences of maximum transparency are encouraged. The Owner of a Lot containing a swimming pool shall also obtain the written approval of adjoining Lot Owners of the plans for the swimming pool fence. Owners shall not cause a complete visual screening of the front, rear and side boundaries of any Lot by use of landscape plantings or other means, without prior written approval from the ACC.

9. Driveways. Unless otherwise approved by the ACC, all driveways shall be concrete and shall be installed within thirty (30) days of completion of construction, unless not permitted by weather conditions. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits.

10. Mailboxes and Lamp Posts. To provide continuity throughout the Lots, each Owner of a single-family Lot shall, at their expense, purchase and install a mailbox/post and a post light in accordance with specifications provided below. The Developer intends that all Lots shall have substantially identical mailboxes/posts, including the color of the mailbox post.

(a) Mailboxes & posts: (i) The mailbox shall be a medium (8 ½ “ x 10 ¾ “ x 22”) or larger standard style mail box made of metal and enameled either white, red or green. The standard small metal mailbox is not acceptable.

(ii) The post shall be a 4 x 4 white, decorative post. The post shall rise at least 6” above and behind the box in the case of a single-box post and along side if a double post. The top of the post shall be a decorative finial or ball or be similarly distinctive. The support for the box arm shall be decorative, meaning that it may not be a single piece, straight support.

(Notice: The Post Office may require mailboxes on one side of the road or another. Check with the Post Office for the appropriate location of the box.)

(b) Lamp posts. There shall be one lamp post in the front yard. The lamp post shall be compatible with the house style and color. In any event, a black, 6 foot Coach Light style fixture shall be approved.

11. Porches and Decks: The risers of all porches and decks shall be painted. They may be painted white or may be painted to match the house color. Unless expressly approved by the ACC, untreated and natural colored stains are not permitted. Horizontal surfaces need not be painted.

12. Signs. No signs of any type shall be displayed on any Lot without prior written approval of the ACC, and, if applicable, the City, except lawn signs of not more than seven square feet advertising a home or Lot for sale or signs of any size displayed by the Developer as part of the Developer's marketing of the Lots. The Developer may also erect permanent signs at entrances

identifying the Lots.

13. Utilities. An Owner shall not change the elevation of any utility easement or otherwise interfere with any utility easement right except as permitted by the applicable electric, gas, telephone, cable, sewer, water or other utility using or owning such easement. The Owner shall be responsible for any damages caused based on changes of grade or other interference.

14. Re-Subdivision. No Lot shall be re-subdivided without the prior written approval of the ACC. 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.

15. Existing or Prefabricated Buildings. No buildings previously erected elsewhere may be moved onto any Lot, except for new prefabricated construction approved in writing in advance by the ACC.

16. Temporary Dwellings; Outbuildings. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, on any Lot. No residence shall be of a temporary character. No outbuildings or accessory buildings, including storage sheds, shall be permitted on any Lot without prior written approval of the ACC.

17. Dog Houses. No dog house may be erected on a Lot without the prior written consent of the ACC. No dog house shall exceed three feet by four feet. Any dog house shall be contiguous to the house or garage constructed on the Lot. An Owner desiring to construct a dog house shall submit to the ACC for its approval all plans for the dog house, including elevations, materials, color and site plan. The Owner shall obtain the written approval of adjoining Lot Owners to the plans. The Owner shall provide landscaping or other visual interference to screen the dog house from adjoining Lots which shall be approved by the ACC.

18. Drying of Clothes. No clothes lines or other apparatus for the drying of clothes shall be permitted in the yard of any Lot on an extended or permanent basis.

19. Exterior Lighting. Any exterior lighting installed on a Lot shall either be indirect or of such controlled focus and intensity that the lighting will not disturb the owners of adjacent Lots. The light posts for any exterior yard lighting of a Lot shall be of a design which is harmonious with the style and architecture of the building on the Lot.

20. Miscellaneous.

(a) Antennae and Similar Devices. No wind-powered electric generators, exterior television or radio receiving or transmission antenna or satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot or building without prior written approval of the ACC. None of such which are visible shall exceed 36 inches in diameter. Satellite dishes of 36 inches or less shall be permitted only on the back of a building in the most unobtrusive location, as that location is approved in writing by the ACC.

(b) Firewood. No firewood or wood pile shall be kept outside a structure unless it is

neatly stacked, placed in a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the ACC.

(c) Solar Heating Devices. No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the ACC, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat or parallel to the plane of the roof are preferred but still must be approved by the ACC.

(d) Garbage. No garbage, refuse, rubbish, or cuttings shall be deposited on any street or road or on any Lot unless placed in a suitable sanitary container. No Lot shall be used or maintained as a dumping ground for rubbish, trash, leaves, lawn clippings, rocks or sanitary containers. This section shall not prohibit the construction and operation of a compost. There shall be no incinerator or similar equipment kept or used on any Lot.

(e) Storage of Building Materials. No building material of any kind or character shall be stored upon any Lot except in connection with construction approved by the ACC. Construction shall be promptly commenced and be diligently pursued as soon as any building materials are placed on any Lot.

(f) Yard Decorations. Front yard decorations, including wildlife reproductions, other than approved lighting, mailboxes, or seasonal decorations are prohibited.

21. Basketball Equipment. No basketball backboard, hoop, post and any other related equipment, whether portable or permanently affixed, shall be placed on any Lot except in such location as may be approved in writing by the ACC. No such equipment shall ever be placed, whether permanently or temporarily, adjacent to the street, in the street terrace or in the front yard of any Lot.

22. Play Equipment and Structures. No swing set or other play equipment or structure shall be installed on any Lot without the prior written approval of the ACC and adjacent Lot Owners. Any such structure or equipment shall be set back at least 10 feet from each property line of the Lot.

#### ARTICLE V USE RESTRICTIONS

1. Pets. No more than two domestic animals may be kept on any Lot. All animals shall be housed in the house or garage or an approved dog house. No free-standing kennels shall be allowed, except for approved dog houses as provided in Section IV.14. Commercial animal boarding, kenneling or treatment shall be prohibited, whether or not for a fee. No Owner may keep a dog whose barking creates a nuisance to neighbors. No animals having vicious propensities shall be kept on a Lot.

2. Parking. Parking of commercial or service vehicles, including lawn tractors, owned or operated by residents within the Lots shall be prohibited unless kept inside garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles on any Lots shall be prohibited except in garages. This section shall not prohibit the temporary parking of any vehicles

for the purpose of loading or unloading 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 within the Lots at any time.

Any cars or comparable motor vehicles owned or operated by residents of a Lot shall also be kept inside garages, except that the residents may park in driveways such vehicles which are in regular, daily use. For this purpose, a vehicle shall be considered in regular, daily use if the resident uses the vehicle for travel to and from the Lot at least once every 72 hours.

3. Appearance. Each Owner shall be responsible for maintaining the Lot and all structures located thereon in a neat appearance at all times. This covenant shall apply to all Lots from the date of purchase, regardless of whether a building has been or is in the process of construction. The Owner's obligation shall include, but is not limited to the following:

(a) Noxious Weeds. 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 the areas free from noxious weeds. All lawns shall be free from noxious weeds.

(b) General Upkeep. The Owner shall keep the Owner's Lot and its buildings and other improvements in good order and repair and free of debris, including, but not limited to, the pruning of all trees and shrubbery, the painting or other external care of all buildings and other improvements, and the tasks described in Section IV(8)(e), all in a manner and with such frequency as is consistent with good property management.

(c) Trash. Trash containers shall be kept inside of garages and may be placed upon the curb only on days of trash collection. No garbage, refuse or cuttings shall be placed upon the curb unless in a suitable container.

4. Activities. No noxious or offensive trade or activity may be carried out on a Lot which will become a nuisance to the neighborhood or any other Lot within the Lots. 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, and shall be reviewed and approved by the ACC. No firearms shall be discharged on or about the Lots.

5. Maintenance of public areas. Owners are informed that all trees in terraces, whether planted or to be planted, are owned by the Village and all fire hydrants in terraces are owned by the Village. It is the owner's duty under ordinance to maintain the terrace trees and to remove snow from hydrants immediately after snowfall in order to maintain access for fire protection services.

## ARTICLE VI GENERAL PROVISIONS

1. Term. This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any of the Lots for a period of 30 years after this Declaration is recorded, after which time this Declaration shall automatically stand renewed for

successive five year periods unless terminated as provided in Section VI.(2).

2. Amendment

(a) Rights of Developer. While the Developer owns any Lot, the Developer by its sole act shall have the right to terminate or amend this Declaration by an instrument signed by the Developer and recorded with the Register of Deeds.

(b) Owners' Rights. After the Developer ceases to own any Lot, the Owners, by the vote or consent of Owners owning two-thirds or more of the Lots then comprising the Lots, shall have the right to amend or terminate this Declaration by an instrument recorded with the Register of Deeds.

3. Invalidation. Invalidation of any one of the Covenants or any severable part of any Covenant by judgment or court order shall not affect any of the other Covenants, which shall remain in full force and effect.

4. Exculpation. Except as provided in Section III.8(b), the ACC shall not be liable for damages to any person submitting a request for approval, or to any Owner, tenant, or mortgagee of any of the Lots or anyone else by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

5. Liens and Enforcement Actions.

(a) Demand. The Developer may make demand for compliance with this Declaration by certified or registered mail sent to the name and address shown as the owner's in the tax records for Dane County or the Village of Cottage Grove, Wisconsin. If properly addressed and offered for delivery, the demand shall be deemed delivered whether or not actually received by an Owner.

(b) Cure. In the event an Owner fails to comply with a written demand for compliance within a reasonable time, as determined by the Developer or the AAC in its sole reasonably exercised discretion, the Developer or the AAC may cure the violation and charge the costs thereof to the owner and may file a claim for reimbursement against the Lot to be enforced as a lien against the property as provided below. In addition, the Developer or the ACC shall have the right to sue for and obtain an affirmative or prohibitive injunction or any other equitable remedy to prevent the breach of, or to enforce the observance of, this Declaration, in addition to the right to bring a legal action for damages.

(c) Fees and Costs. Any Owner who violates a provision of this Declaration shall be liable for any and all reasonable attorneys' fees, court costs and any other cost reasonably incurred in the enforcement of this Declaration regardless of whether any legal action is commenced. Any person violating any of these covenants or restrictions shall be liable for all costs of curing the violation.

(d). Lien. In the event of any enforcement action taken under these Covenants and

Restrictions, the Developer or the ACC (but not an individual) may file a lien against the property for the recovery of any costs or expense of enforcement provided only that the lien be filed in good faith and be accompanied by an affidavit setting forth an itemization of the costs and a description of the violation. No such action shall be considered a slander of title as long as taken in the good faith belief that the charge is legitimate.

6. Zoning. All Lots are further subject to the applicable zoning laws, ordinances and building codes. In case of any conflict, the more stringent requirement shall govern.

7. Notice. Any notice required to be sent to an Owner under this Declaration shall be deemed to have been properly given when mailed in the first class United States mail, postage prepaid, to the last known address of the Owner as given in the public real estate tax records at the time of the mailing or the last address given to the Developer.

Executed by the authorized officer of the Developer on the day and year first above written.

(SIGNATURES AND AUTHENTICATION ON FOLLOWING PAGE)

JSBC Development, LLC

By: \_\_\_\_\_  
John P. Schneider,  
Managing Member

State of Wisconsin )  
Dane County ) S.S.  
)

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2009 by John P. Schneider as Managing Member on behalf of JSBC Development, LLC.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

Notary Public, \_\_\_\_\_ County, Wisconsin.  
My commission (is permanent) (expires \_\_\_\_\_).

JSBC Development, LLC

This declaration is jointly authorized and joined by JSBC

Development, LLC By: \_\_\_\_\_  
John P. Schneider, Managing Member

State of Wisconsin )  
Dane County ) S.S.  
)

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by John P. Schneider as Managing Member on behalf of JSBC Development, LLC.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

Notary Public, \_\_\_\_\_ County, Wisconsin.  
My commission (is permanent) (expires \_\_\_\_\_).

This instrument drafted by:  
Bruce L. Harms, Attorney at Law  
Altered and revised to fit the needs of JSBC Development, LLC

## **EXHIBIT A**

### LEGAL DESCRIPTION AND TAX PARCEL NUMBERS

All Lot Number Legal Descriptions Are For Plat of West Drumlin Addition, Village of Cottage Grove, Dane County, Wisconsin

<u>Parcel #</u>	<u>Lot #</u>
To Be Determined	1
To Be Determined	2
To Be Determined	3
To Be Determined	4
To Be Determined	5
To Be Determined	6
To Be Determined	7
To Be Determined	8
To Be Determined	9
To Be Determined	10

## **EXHIBIT B**

### DRAINAGE PLAN

All Lot Number Legal Descriptions Are For Plat of  
West Drumlin Addition, Village of Cottage Grove,  
Dane County, Wisconsin