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**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

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**DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS FOR LOTS
ONE (1) THROUGH SIXTEEN (16) INCLUSIVE,
HAWK'S WOODS ESTATES, IN THE CITY OF
MADISON, DANE COUNTY, WISCONSIN**

In re: Lots One (1) through Sixteen (16) inclusive, Hawk's Woods Estates, in the City of Madison, Dane County, Wisconsin

Attorney Ronald M. Trachtenberg
von Briesen & Roper s.c.
3 South Pinckney Street Suite 1000
Madison, WI 53703-4200

Tax Parcel No.:
See attached list

WHEREAS, Hawk's Woods Estates, LLC, a Wisconsin limited liability company, hereinafter "Declarant," the owner of the plat of Hawk's Woods Estates, in the City of Madison, Dane County, Wisconsin, recorded in the office of the Dane County Register of Deeds on the 29th day of September, 2014, in Volume 60-031A of Plats, Pages 159 - 160, as Document No. 5094080, desires to control the purposes for which Lots One (1) through Sixteen (16) of said plat, hereinafter "Lot" in the singular and "Lots" in the plural", are used as well as obligating the owners of said Lots to be bound by certain conditions, covenants, restrictions, and easements for the benefit of the owners of said Lots as a whole and individually;

NOW, THEREFORE, the Declarant hereby declares and provides that Lots One (1) through Sixteen (16) inclusive of the plat of Hawk's Woods Estates, in the City of Madison, Dane County, Wisconsin are hereby subject to the following conditions, covenants, restrictions and easements:

I. General Use Restrictions

A. Each Lot shall be utilized exclusively for single family detached dwelling with attached garage for residential purposes only, together with accessory Home Occupation, as each of those terms are defined in Section 28.211, Madison General Ordinances. The area used for any Home Occupation shall not exceed three hundred (300) square feet. No exterior signage shall be permitted for any Home Occupation.

- B. Except as otherwise specifically prohibited, accessory uses to the principal permitted residential use of a single family detached dwelling, such as hobby or craft activities, are permitted within interior spaces of the principal structure when such accessory uses are conducted without disturbance or nuisance to the residents of the adjoining Lots.

II. Architectural Control Authority

- A. The Architectural Control Authority shall initially consist solely of the Declarant by its authorized employees and/or agents or its designated successor or assign. The Declarant, by its authorized employees and/or agents, shall control the Architectural Control Authority until it is succeeded by the neighborhood elected Architectural Control Authority as provided for herein.
- B. After all Lots in the plat of Hawk's Woods Estates together with any Lots added to the jurisdiction of the Architectural Control Authority pursuant to Section X below, have had building permits issued for the construction of the principal residential dwelling thereon, the Declarant shall assign its rights in Architectural Control Authority to an elected Architectural Control Authority consisting of three (3) owners of Lots subject to the geographic jurisdiction of the Architectural Control Authority as provided for herein.
- C. In addition, prior to the mandatory assignment of control of the Architectural Control Authority by the Declarant to an elected Architectural Control Authority, the Declarant may from time to time assign its rights in Architectural Control Authority as to certain specified Lots to an elected neighborhood Architectural Control Authority consisting of three (3) owners of said specified Lots for which an assignment has been made.
- D. The members of the elected Architectural Control Authority shall be elected by and from the owners of the Lots which are subject to the geographic jurisdiction of the elected Architectural Control Authority, each such Lot having one (1) vote, and shall serve for a term of one (1) year or until his or her respective resignation or until their respective successors are elected and take office, whichever is sooner. The Declarant shall give notice to the owners of said Lots and conduct the meeting of said Lot owners at such time of the initial election of said elected Architectural Control Authority. Thereafter, the neighborhood Architectural Control Authority shall give such notice of the annual meeting to elect the successor members of the Architectural Control Authority. Any vacancy in the Architectural Control Authority occurring between annual elections may be filled by the remaining member of the Architectural Control Authority.

- E. No single family dwelling, outbuilding, fence, pool, recreational equipment (including children's play structures) or other structures of any kind shall be erected, placed, externally modified or added to on any Lot until the building plans, specifications, footing elevations, plat plan, minimum landscaping requirements and elevations have been approved by the Architectural Control Authority. Such plans shall also indicate the finish grade of the Lot.
- F. No building or other structure previously erected elsewhere may be moved onto any Lot except new panelized construction as approved by the Architectural Control Authority.
- G. The Architectural Control Authority may periodically establish a schedule of plan review fee(s) reasonably based upon the cost of plan review and the operation of the Architectural Control Authority, including enforcement of these conditions, covenants, restrictions and easements and the giving of notice for and the conducting of the annual meeting to elect the new members of the Architectural Control Authority.
- H. The owner or potential purchaser of any Lot seeking approval of the Architectural Control Authority shall complete such application form as specified by the Architectural Control Authority (which application form shall require specification of the details as specified in paragraph I below), submit five (5) sets of plans for which approval is sought and shall pay the required plan review fee as specified by the Architectural Control Authority. If the Architectural Control Authority fails to act on said complete application (including application form, complete plans and the payment of the plan review fee) within ten (10) business days of complete submission (whether by approval, conditional approval or disapproval), the application shall be deemed approved. Any disapproval shall specify the reasons for disapproval. All action by the Architectural Control Authority must be in writing to be effective. Oral approvals of whatever kind are null and void.
- I. In deciding whether to approve or disapprove submitted application and plans, the Architectural Control Authority shall consider and pay particular attention to exterior design including exterior elevations, basement materials, siding, number of windows and window size and location, trim, roof pitch and material, soffits, fascia, minimum floor areas, landscaping, quality of materials and workmanship, and location and plan aesthetics, including color, in relation to surrounding structures, landscaping, street and adjacent structure and finished grades and topography. All colors, whether for trim, siding, or roofing, shall be coordinated to provide for the most aesthetic combination for a particular structure as well as for the overall development of the lots. The Architectural Control Authority shall avoid repetitive design of adjacent or nearby single family homes. Conditional approval may be given for

contemplated single family detached dwelling plans or designs and other structures submitted by a person considering the purchase of a Lot.

- J. The Architectural Control Authority has sole and unlimited discretion of approval, conditional approval or disapproval, in good faith exercised, including the right to provide for exceptions as it deems necessary and proper. No changes or deviations may be made in or from such approved plans and specifications, nor changes or modifications to the exterior appearance of any existing structures including, but not limited to, exterior remodeling, repainting or staining, or construction of patios, decks, or swimming pools, shall be made without the prior approval of the Architectural Control Authority. Approval of such plans does not constitute a warrantee or representation that such plans are structurally sound or that the plans meet city, county or state codes, same being the responsibility of the owner(s) and his, her, or their builder. The owner(s) agree to hold the Architectural Control Authority harmless from any and all claims with respect to design, construction and materials used in the structure or abuse of the sole and unlimited discretion of the Architectural Control Authority.
- K. In addition to the specific requirements of this Declaration, the Architectural Control Authority may adopt architectural guidelines, including landscaping guidelines, not otherwise in conflict with the Declaration, in order to produce and ensure a harmonious yet distinctive neighborhood. Notwithstanding such guidelines, the Architectural Control Authority may make such exceptions to such guidelines as it, in its sole and unlimited discretion, deems necessary and proper.
- L. The Architectural Control Authority may require the specification of the builder in the application form and may reject the application if in its sole and unlimited discretion the Architectural Control Authority determines that the builder has a history of not following building codes or the provisions of these or similar architectural control covenants and restrictions. The non-rejection of any builder by the Architectural Control Authority does not constitute any representation or warrantee by the Authority Control Authority of the likelihood of the builder to follow building codes or the provisions of these or similar architectural control covenants and restrictions. The owner(s) agree to hold the Architectural Control Authority harmless from any and all claims with respect to rejection of any builder as provided for herein. Each owner of the Lot shall be responsible for compliance with these conditions, covenants, restrictions and easements, by said owner's builder, contractor, subcontractors, and material men.
- M. The Architectural Control Authority may bring suit to enforce any provision of these conditions, covenants, restrictions and easements and shall be entitled to recover reasonable and necessary attorneys fees together with \$25.00 per day liquidated damages for each day of violation in any successful suit.

III. General Lot Restrictions

- A. Except as provided in B below, no Lot may be further subdivided.
- B. No Lots may be combined nor the common lot line between any two Lots reconfigured without the written approval of the Architectural Control Authority.
- C. Common storm water drainage easements exist over each Lot as more particularly shown on the plat of Hawk's Woods Estates. No lot owner shall interfere with said storm water drainage easement rights, whether by changing any grades or the planting of any trees or shrubs or the placement of any structures or materials or otherwise within said storm water drainage easement areas.
- D. Common utility easements exist over each Lot as more particularly shown on the plat of Hawk's Woods Estates. No lot owner shall interfere with said utility easement rights, whether by changing any grades in excess of six (6) inches or the planting of any trees or shrubs or the placement of any structures or materials or otherwise within said utility easement area. Each Lot owner shall be responsible for any damage to any public utility located within the utility easement area by any excavation by that Lot owner within the utility easement area.
- E. No lot elevation may be changed except with the written approval of the Architectural Control Authority.
- F. Lot corner elevations and water flow must match the City approved intra-block drainage plan Any violation of the City approved intra-block drainage plan shall be the responsibility of the Lot owner.

IV. Structure Size and Garage Requirements

All single family residential dwellings shall meet the following minimum square foot requirements:

Lots 1 through 8

- 1. Single story dwelling: 1650 square feet;
- 2. Two-story dwelling: 2100 square feet total; and
- 3. Split level or raised ranch dwelling: 1650 square feet total.

Lots 9 through 16

- 1. Single story dwelling: 1800 square feet;
- 2. Two-story dwelling: 2400 square feet total; and
- 3. Split level or raised ranch dwelling: 1800 square feet total.

- B. For the purpose of determining minimum square foot requirements as set forth above, same shall include all finished areas of the dwelling, including closets, bathrooms and stair openings, but shall exclude open or screened porches, decks, attached garages, and basements (whether finished or not finished for living or recreational use, except in the case of split level or raised ranches).
- C. The minimum square foot floor requirements may be waived by the Architectural Control Authority, in its sole and unlimited discretion, as it deems necessary and proper, in the event that the proposed architecture of the structure is such as to present a pleasing appearance compatible with other structures within the plat.
- D. Each single family residential dwelling shall not have less than two (2) automobile garage stalls which shall be located within an attached or basement garage.

V. General Driveway and Landscaping Requirements

- A. All driveways shall be poured concrete, to be completed within nine (9) months of the issuance of the building permit or as soon thereafter as weather permits.
- B. All front and side yards and terrace areas, except tree, shrub and flower bed areas, shall be sodded (unless an in ground irrigation system is installed, in which case same may be seeded); and all rear yards, except tree, shrub or flower bed areas, shall be seeded or sodded, except that the owner(s) of any lot may have a family fruit and/or vegetable garden within the rear yard provided that same does not exceed ten (10) percent of the total lot size and same is maintained in a clean and orderly condition. No natural or prairie lawns shall be permitted unless authorized by the Architectural Control Authority. The owner of the Lot shall be responsible for maintaining the entire Lot in a neat appearance, free of debris and noxious weeds. The installation of the lawn is to be within nine (9) months of the issuance of the building permit or as soon thereafter as weather permits.
- C. No tree over two and one-half (2 1/2) inches in diameter (trunk size) shall be removed (or damaged in such manner to cause the removal of) except with the written approval of the Architectural Control Authority. In the event that such tree is removed (or damaged in such manner to cause the removal of) without the written approval, the Architectural Control Authority may require the replanting or replacement of same, the cost to be borne by the Lot owner(s).
- D. Each Lot shall be subject to the following minimum tree and shrub landscaping requirements: (i) not less than one (1) conifers of not less than four (4) feet in height together with not less than one (1) shade tree of not less than two and one-half (2 1/2) inches caliper at six (6) inches off ground level to be planted in the front or side yards (with at least one of which is to be planted in the front yard), and (ii) not less than six(6) foundation plantings consisting of twelve (12) inch to

eighteen (18) inch diameter (deciduous) and/or two (2) to three (3) feet in height (conifer) shrubs. All specified sizes are minimum allowable size. The installation of the minimum landscaping is to be within nine (9) months of the issuance of the building permit or as soon thereafter as weather permits.

VI. Discharge of Rooftop Stormwater Runoff from Individual Lots

- A. Roof water run off shall not be directed to an impervious surface area or allowed to flow directly to the storm water drainage system serving the plat of Hawk's Woods Estates.
- B. Each rooftop shall include a stormwater discharge system designed and constructed to infiltrate not less than the first 1-inch of runoff from the rooftop by directing and discharging storm water onto a permeable area within the Lot (such as grass, gardens, swales and/or rain gardens planted with perennial plants or grasses) or caught in rain barrels for later use for the watering of the lawn or garden areas.
- C. All such stormwater systems designed and constructed in compliance with the foregoing shall be maintained in good and functioning condition and repair and not allowed to be removed or significantly altered (such as the grassing over of a rain garden or filling in of a swale) unless replaced by an equivalent system with respect to such infiltration or capture and re-use.

VII. Architectural Requirements

- A. Square footage equal to forty (40) percent of the first floor front façade for two story homes and twenty-five (25) percent of the front façade for ranches shall be brick stone or similar material. Windows and door are included for the calculation of the front façade area. This requirement may be waived by the Architectural Control Authority provided that such homes are held to a higher level of design standard and material use, including but not limited to the use of shutters, front porch detail, accent corners, dentils, moldings, and window grills.
- B. Fascia shall be at least eight (8) inches wide.
- C. Texture 111 (one eleven) or similar materials shall not be permitted for exterior finish. The Architectural Control Authority may adopt a list of further prohibited exterior finishes.
- C. Any fireplace, water heater or furnace chimney which is constructed of metal shall be encased by siding material used on the house, except that portion which must be exposed as required by the building code.

- D. The roof pitch for gable roofs shall not be less than six (6)/twelve (12) pitch; the roof pitch for hip roofs shall not be less than five (5)/twelve (12) pitch. All roofing shall be of laminated architectural grade textured fiberglass, asphalt shingles, wood shakes or other acceptable material, with not less than a twenty (20) year guaranty period. Standard 3 in 1 shingles shall not be allowed.
- E. All fencing shall be constructed of wood or wood appearing plastic. No chain link fencing shall be permitted. All wood fencing shall be painted or stained to maintain a neat appearance; except cedar fences may be permitted to weather to a natural grey color. All fencing shall be erected with the finished side out (finished side facing the adjoining property or street). Gates are permitted and shall be consistent with the fencing style, opening inwards into the lot. Fencing shall be limited to the rear or side yards only; no fencing shall be permitted in the front yard. Only one fence shall be permitted along a common lot line (with fences on adjoining property meeting at the common corners). No fencing over four (4) feet in height shall be permitted unless required by law for private swimming pool areas.
- F. All exterior doors, including garage doors, shall be panel style. No plain or flat exterior doors shall be permitted.
- G. The Architectural Control Authority shall have the right to select a mail box post, mail box type and design and house number type and design and require each owner of a Lot-subject to this Declaration to utilize same on said lot. The cost of the mail box post and mail box may be included in the design review application fee. Any newspaper delivery box shall be affixed to the mail box post.

VIII. Neighborhood/Subdivision Identification Signs

The Architectural Control Authority may obtain such easements as it deems beneficial for the design, construction and placement of neighborhood/subdivision identification sign and related landscaping. If a neighborhood/subdivision identification sign easement is obtained, the Architectural Control Authority may design, construct, place and maintain such neighborhood/subdivision identification signage and landscaping. The owners of each Lot shall be contribute equally for the design, construction and placement of such neighborhood/subdivision identification sign and related landscaping.

IX. Prohibited Structures and Activities

- A. Only three (3) domestic animals may be kept on any Lot. All such domestic animals shall be housed within the principal. Commercial animal boarding, breeding, kenneling or treatment is expressly prohibited, whether for fee or not. No resident of any Lot may keep a dog upon the Lot whose barking creates a nuisance or which

dog displays vicious tendencies. The owner/resident of such Lot shall keep the Lot free from feces from said dog.

- B. Accessory buildings are expressly prohibited except when approved in writing by the Architectural Control Authority. Any such accessory buildings shall be designed and built consistent with the principal structure.
- C. No above ground swimming pools shall be permitted, except seasonal small children's pools which are assembled annually no earlier than June 1 and disassembled and removed no later than September 15 shall be permitted.
- D. No trailer, basement, tent or accessory building shall at any time be used as a residence, temporary or permanently.
- G. Parking shall be prohibited on any portion of lot except the driveway and garage.
- H. Parking of service vehicles (except service vehicles owned by companies performing service on the lot upon which the service vehicle is parked) and/or storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles shall be prohibited unless same are kept in the garage. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading. No junked or disabled vehicles may be left on the exterior grounds of any lot longer than seventy-two (72) hours.
- I. No satellite dishes (except 24" or smaller dishes), or outdoor antenna, or amateur radio towers and antenna shall be permitted except as such permitting is required by federal, state or local law. All such dishes, antennas, and towers, where permitted, shall be placed to minimize visual impact upon the adjoining lots. Placement other than in the rear of the principal structure/ lots shall be subject to the approval of the Architectural Control Authority.
- K. No solar panels shall be permitted without the written approval of the Architectural Control Authority which shall consider the location, construction and impact of the solar panels upon the adjoining Lots and the subdivision.
- L. Earth shelter/berm structures shall not be permitted.
- M. Except for Lots owner by the Declarant, no signs except for real estate "For Sale" signs, contractor construction signage during the period of construction or political advocacy/candidate signs during elections periods shall be permitted.
- N. No Lot subject to this Declaration shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste materials (including rocks or cement or other construction debris). Trash, rubbish, garbage, or other waste shall not be kept

on any said Lot except in sanitary containers which shall be kept in clean and sanitary condition. No lawn clippings or leaves or garden waste may be kept on any said Lot except in composting containers located in the backyard at least ten (10) feet from any common lot line and properly maintained to keep same odor free at any common lot line, except leaves, shrub trimmings, tree trimmings and other garden cuttings may be kept on terrace area adjacent to any Lot for up to one week for municipal pick-up.

X. Notice of Potential Future Single Family Detached Dwelling Development and Geographical Expansion of Declaration

- A. Outlots 2 and 3 of the plat of Hawk's Woods Estates and Lot 1 CSM #2741 and are owned by the Declarant and may be replatted into additional lots for single family detached dwelling development. The owners of all Lots in the plat of Hawk's Wood Estates are hereby given notice of such potential development and waive any objection thereto.
- B. If the Declarant or the Declarant's successor or assign to either Outlot 2 or Outlot 3 or Lot 1 CSM #2741 does subdivide said Outlot or Lot, the Declarant or Declarant's successor may amend/expand this Declaration by adding the newly created Lots to this Declaration and the provisions thereof.

XI. Time Period for Covenants; Amendments; Severability; Code Requirements; Enforcement.


- A. This Declaration shall run with the land and shall be binding upon all owners of Lots subject to this Declaration for a period of thirty (30) years from the date this Declaration is recorded in the office of the Dane County Register of Deeds, after which time it shall automatically stand renewed for successive ten (10) year periods unless an instrument amending or terminating this Declaration in whole or in part is signed by the owners of at least two-thirds (2/3rds) of the Lots subject to this Declaration. As long as the Declarant owns any Lots subject to this Declaration, no amendment or termination shall be effective unless the Declarant concurs in writing.
- B. Notwithstanding any provision of these conditions, covenants, restrictions and easements, no structure constructed in the plat shall be in violation of any government zoning or building codes. In case any of these conditions, covenants, restrictions and easements herein are contrary in part or in total with any government zoning or building code, the government zoning or building code shall be determinative. In case these conditions, covenants, restrictions and easements are more restrictive so that a government zoning or building code or a government zoning or building code is more restrictive than these conditions, covenants, restrictions and easements, the more restrictive shall apply.

- C. Invalidation of any one of these conditions, covenants, restrictions or easements shall in no way affect any other provision, which other provision shall remain in full force and effect.
- D. The provisions of this Declaration may be enforced by the Declarant, the Architectural Control Authority, or the owner of any Lot. The successful party in an enforcement action shall be entitled to recover all costs of enforcement, including reasonable and necessary attorney's fees.
- E. This Declaration shall be interpreted consistent with the laws of the State of Wisconsin. Jurisdiction and venue shall lie with the Circuit Court for Dane County, Wisconsin. This Declaration shall be binding upon each owner of a Lot and his or her successors and assigns and shall run with the land. Invalidation of any of the provisions herein shall in no way effect any other provision of this Declaration, same to remain in full force and effect. .

Dated at Madison, Wisconsin this 5th day of November, 2014

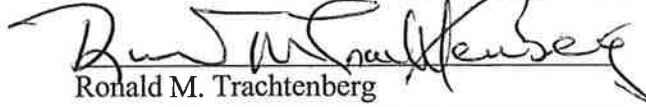
HAWK'S WOODS ESTATES, LLC

By:


Patrick J. Sweet, Sole Member

AUTHENTICATION

Signature of Patrick J. Sweet authenticated this 5th day of November, 2014.


Ronald M. Trachtenberg

MEMBER: STATE BAR OF WISCONSIN

CONSENT

MORTGAGEE:

Oak Bank, a Wisconsin banking corporation

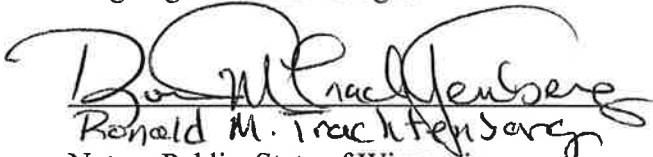
By: 
Name: Matthew J. Fink
Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 10th day of November, 2014, the above-named Matthew Fink, to me known to be the Vice President of Oak Bank, a Wisconsin banking corporation, who executed the foregoing and acknowledged the same.




Ronald M. Trachtenberg
Notary Public, State of Wisconsin
My Commission: is permanent

THIS INSTRUMENT DRAFTED BY:
Attorney Ronald M. Trachtenberg
von Briesen & Roper s.c.

0608-041

HAWK'S WOODS ESTATES PLAT
OUT OF 0608-041-0108-2
RESIDENTIAL AREA 114
MADISON SCHOOL DISTRICT

LOTS 16 OUTLOTS 3

LOT #	PARCEL NUMBER	STREET ADDRESS
1	0608 - 041 - 0420 - 0	9424 ASHWORTH DR
2	0608 - 041 - 0419 - 3	9420 ASHWORTH DR
3	0608 - 041 - 0418 - 5	9416 ASHWORTH DR
4	0608 - 041 - 0417 - 7	9412 ASHWORTH DR
5	0608 - 041 - 0416 - 9	9408 ASHWORTH DR
6	0608 - 041 - 0415 - 1	9404 ASHWORTH DR 2006 HAWKSTONE WAY
7	0608 - 041 - 0526 - 6	9326 ASHWORTH DR 2005 HAWKSTONE WAY
8	0608 - 041 - 0527 - 4	9322 ASHWORTH DR
9	0608 - 041 - 0616 - 5	9319 ASHWORTH DR
10	0608 - 041 - 0617 - 3	9323 ASHWORTH DR
11	0608 - 041 - 0618 - 1	9401 ASHWORTH DR
12	0608 - 041 - 0619 - 9	9405 ASHWORTH DR
13	0608 - 041 - 0620 - 6	9409 ASHWORTH DR
14	0608 - 041 - 0621 - 4	9413 ASHWORTH DR
15	0608 - 041 - 0622 - 2	9417 ASHWORTH DR
16	0608 - 041 - 0623 - 0	9421 ASHWORTH DR