

5

DOCUMENT #  
4081752

07/19/2005 01:44PM

Trans. Fee:  
Exempt #:

Rec. Fee: 45.00  
Pages: 18

**DECLARATION OF COVENANTS,  
RESTRICTIONS AND CONDITIONS FOR THE  
PLAT OF WOLF HOLLOW, TOWN OF  
WINDSOR, DANE COUNTY, WISCONSIN**

Wolf Hollow, LLC (the "Developer"), owner of the real estate in the Town of Windsor, Dane County, Wisconsin, which has been platted as the plat of Wolf Hollow, except for Lot 97 thereof (the "Property"), hereby declares that all of the lots and outlots in the Property (excluding Lot 97) are subject to the following restrictions, covenants and conditions, and that all of such lots and outlots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and conditions set forth herein:

001873

Return to:  
Michael J. Lawton  
P.O. Box 1507  
Madison, WI 53701-1507

0910-293-8303-0  
0910-294-8518-0  
0910-294-8662-0  
Parcel Identification Number

**ARTICLE 1**

**Definitions**

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

1.1. "Developer" shall refer to Wolf Hollow, LLC, and their representatives, successors and assigns.

1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot (exclusive of outlots) within the Property, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor. For purposes of Articles 3 and 4 hereof, where more than one person holds an ownership interest in any lot, the consent or agreement of a majority of the owners of any such lot shall be deemed to be the consent or agreement of the owner, of any such lot, and any such lot shall have only one vote on any matter provided for in Articles 3 and 4 hereof.

1.3. "Property" shall mean and refer to the real estate described as the plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin, except for Lot 97 thereof.

18  
45

## ARTICLE 2

Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Windsor, Dane County, Wisconsin, and shall be known as the plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin, except for Lot 97 thereof.

## ARTICLE 3

Architectural Control and Protective  
Covenants and Restrictions

3.1. For all buildings or other improvements of any kind or nature to be erected or placed on any lot, including outlots, subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings or other improvements must be submitted to the Developer or the Architectural Review Committee, whichever is then applicable, for written approval as to appearance, the quality of workmanship and materials, harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the substructure of any structure, prior to commencement of any construction on any lot. All buildings erected on the Property shall have a minimum roof pitch of not less than 6/12 pitch, but a variance from this minimum may be granted by the Developer or the Architectural Review Committee, whichever is then applicable, in their discretion. No buildings or other improvements may be constructed, erected or placed on any lot other than in accordance with the approved documents. For purposes of this Declaration, the term "improvements" shall include, but not be limited to, play structures, fences, patios, decks and swimming pools.

When submitting any plans to the Developer or to the Committee, the submission shall include the following items, and a submission shall not be complete unless such items are included:

- (a) Construction details for all buildings, structures, fences, walls or other improvements;
- (b) Proposed facades of any building, including the style, color and location of any eaves and windows;
- (c) Description of materials to be used in any building or improvement including exterior finishes and roofing types;

- (d) A detailed site plan showing the building footprint and driveway;
- (e) The color scheme of all improvements;
- (f) Detailed landscape plans and specifications, which shall show trees to be removed, existing trees, their species, size and location, and the size and location of, shrubs, fences, berms, walls, patios, family gardens, proposed trees, and other landscape materials; and
- (g) Such other materials as the Developer or the Committee may require, including any completed checklist required by the Developer or the Committee.

The Developer and the Architectural Review Committee appointed under Section 3.2 hereof may adopt a fee schedule to defray the out-of-pocket cost of the Developer and the Committee in connection with the review of any plan submission or application, and amend such schedule from time to time. The Developer and the Architectural Review Committee and their designated representatives shall have the right to inspect the construction of improvements on any Lot during the period of construction, during regular business hours, without notice, to ensure that all construction is performed in accordance with approved plans.

3.2. After the Developer and their representatives, successors and assigns, cease to have any title to any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under these Covenants, Conditions and Restrictions, must be submitted to the Architectural Review Committee ("Committee") for approval in writing by a majority of the members of said Committee. The Committee shall consist of three persons, elected by the Board of Directors of the Wolf Hollow Homeowners Association, Inc. The election of the Committee shall be held annually on a date in each year established by the Board of Directors. In the event of the failure of the Directors to elect a Committee in any year, the most recently elected members shall continue to serve until successors are duly elected.

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

3.4. No alteration in the exterior appearance, design, exterior color, size, location with respect to topography and finish grade elevation, height of

improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the subsurface of any existing buildings or improvements, including but not limited to, any exterior remodeling and the construction of patios, decks, and swimming pools, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable. Except where the context indicates otherwise, the requirements with respect to the making of a submission to the Developer or the Committee contained in section 3.1 above shall apply to submissions required under this section.

3.5. Roofing must be architectural type shingles similar to Celotex Dimensional IV or wood shakes, unless prior written approval from the Developer or the Committee, in their sole discretion, is obtained. Owners must obtain prior written approval from the Developer or the Committee as to the color of the shingles to be used. All chimneys and all exterior flues shall be fully enclosed. If the chimney is in the front of the dwelling, it must be of brick, stone or stucco. All fascias shall be a minimum size of 1"x 8". The Developer or the Architectural Review Committee shall have the right to require brick, stone, shutters, corner boards and/or other items which it deems necessary to be added to any building plan. Forty (40%) percent of the front elevation of any residence, including the garage, shall be brick, stone, or stucco. Aluminum, vinyl or wood siding, soffits and fascia will be allowed, subject to the following restrictions:

a. Type of aluminum or vinyl siding used will be restricted to higher grade double IV or double V, textured siding.

b. Most wood siding types will be permitted. However, "Texture 1-11" siding or other similar siding is not permitted. All wood siding must be stained or painted. Because the colors available in stains and paints vary greatly, the desired color schemes must be submitted with the building plans for approval. No plywood siding shall be permitted.

3.6. The elevation of a lot or outlet shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. A copy of all site, grading and landscaping plans shall be kept by the Developer or the Committee for the benefit of other purchasers in planning their individual elevations. Violations of the approved site, grading or landscaping plans shall give either the Developer or Committee, whichever is then applicable, or any adjacent lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any lot within the Property (including outlets for purposes of this section) without the approval of the Developer or the Committee, whichever is then applicable.

3.7. All lots within the Property (other than outlots) shall be used only for single family residential purposes, except that Lots 95 and 96 shall be used for duplex residential use only, and except that Developer may continue to use lands owned by Developer for present agricultural purposes and uses. Lot 97 is not within the Property, and such Lot will be used for multi-family residential purposes. "Single family residential purposes" shall mean use of a dwelling by no more than one family (defined to include persons related by birth, marriage or adoption), plus no more than one unrelated person. Maintenance of an office at which customers or clients customarily call is not a permitted residential use, but this shall not prohibit the use of a lot as a sales office and/or model home for purposes of marketing any lot or dwelling in the Property.

The following minimum floor area requirements shall apply to all single family residential buildings erected on any lots subject to this Declaration:

- (a) No single story building shall have less than 1650 square feet.
- (b) No two-story building shall have less than 2000 square feet.
- (c) No raised ranch, bi-level, or tri-level building shall have less than 1800 square feet on the two primary levels.

The Developer or the Committee may establish a minimum square footage size requirement for all duplex residential buildings erected on any lots subject to this Declaration.

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

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

3.8. All single family residential buildings must have an attached garage and such garage must contain not less than two (2) nor more than four (4) automobile garage stalls, but the maximum limitation may be waived by the Developer or the Committee, whichever is then applicable. The Developer or the Committee may establish minimum garage requirements for all duplex residential units. Any garage containing four (4) or more stalls shall have a maximum of two garage doors. All garage doors facing a street shall have a standardized garage door height, except that one garage door per housing unit may have a height of ten (10) feet to permit the storage of boats or other objects with similar heights. All garages containing four (4) garage stalls shall be side-entry garages. The

Developer or the Committee shall encourage all corner lots to have side-entry garages.

3.9. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction which has been approved by the Developer or the Committee, whichever is then applicable, in their discretion.

3.10. Unless waived by the Developer or the Committee when suitable alternative paving materials are used, in their sole discretion, whichever is then applicable, all driveways (including driveways located on outlots for purposes of this section) must be paved with concrete. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits. All driveways shall be setback at least two (2) feet at minimum from the side lot line. No more than two (2) domestic animals may be kept on any lot subject to this Declaration (except that in the case of duplex lots, the limitation shall be two (2) domestic animals per housing unit), except that no pit bull or Doberman, in whole or in part, may be kept on any lot or outlot within the Property, without the written consent of the Developer or the Committee, whichever is then applicable, in its sole discretion. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. All animals shall be housed in the house or garage. No freestanding kennels shall be allowed. No Owner may keep a dog whose barking creates a nuisance to neighbors. No animals having vicious propensities shall be kept either inside or outside the house or garage.

3.11. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property except where approved in writing in advance by the Developer or Committee, whichever is then applicable. Any permitted accessory structure or building must be sided and roofed like the principal building on the lot. At no time may any steel or aluminum sheds or outbuildings be constructed on any lot. No permanent structures or equipment for clothes drying shall be erected outside of any residences on Property, other than dryer vents. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or an approved fence.

3.12. Where public sidewalks exist, it is the responsibility of the abutting lot owner (including the owners of any outlots for purposes of this section) to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction. In the event that any owner, contractor or subcontractor constructing the residence on any lot within the Property, or performing any other service at such lot, shall crack or otherwise damage a public sidewalk adjoining such lot, or shall cause such public sidewalk to be covered in whole or in part with debris, then such owner, contractor or subcontractor shall promptly repair the damage or

remove the debris caused by such owner, contractor or subcontractor to such public sidewalk.

3.13. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

3.14. Parking of commercial or service vehicles, including lawn tractors, owned or operated by residents within the Property is prohibited unless such vehicles are kept in garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside garages. Parking of more than two (2) vehicles in the driveway or on the street within the Property, by the residents or owners of any one lot in the Property (except in the case of duplex units, the limitation shall be two (2) vehicles per housing unit), shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such lot. This section shall not prohibit the temporary parking or storage of such vehicles for the sole purpose of loading or unloading such vehicles at the lot at which parked, for a period not to exceed twenty-four (24) hours. No cars, boats or other vehicles shall be parked on lawns or yards at any time.

3.15. All areas of lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. All lots (including outlots), and all improvements thereon, shall be kept in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. This paragraph shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in the back yards, and shall be located no closer than ten (10') feet from the lot line, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by residence, garage and driveway.

3.16. On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within one (1) year from the date of such land contract or deed. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the lot owner within ninety (90) days after the expiration of such one (1) year period, to have said lot (and any appurtenant rights in any outlot, if any) conveyed to the Developer at the original sales price, free and clear of any liens and encumbrances created by act or default of the Owner of such lot, with taxes and installments on assessments for the year in which conveyance occurs being prorated as of the date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

3.17. Construction of all buildings shall be completed within six (6) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) and paving of driveway shall be completed within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay.

3.18. Except to the extent that this section is in conflict with any federal law or regulation, no exterior antennas, satellite dishes greater than 20 inches in diameter, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height, size and color thereof. No plastic or chainlink fences shall be allowed at anytime. All exterior lighting on the Property shall be designed and operated to contain the light, to the extent reasonably possible, within the lot on which the light is located. No exterior lighting shall be placed or operated on the Property which unreasonably interferes with the use of other lands within the Property or which constitutes a nuisance.

3.19. No noxious or offensive trade or activity shall be carried on within the Property, nor shall anything be done which may be or will become a nuisance to the neighborhood. This shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in back yards, and shall be located no closer than ten (10') feet from the lot line, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by the residence, garage or driveway. No burning barrels shall be allowed on any lot. All trash containers shall be kept inside the garage, residence or an approved accessory building on the Property, except when placed at the curb for trash pickup. No trash, cuttings, leaves, rocks or earth may be deposited on any outlot. No garbage or refuse shall be placed upon the curb unless in a suitable container. No Lot or outlot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste.

3.20. The elevation of any utility easement within the Property may not be changed in excess of six (6) inches without the permission of all of the applicable utilities and any party making such change shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats. All utilities serving any building shall be underground. No building or other improvement, or trees, shall be erected, placed or planted within any utility easement.

3.21. No lot or outlot as platted shall be resubdivided, except with the approval of the Developer or the Committee, whichever is applicable. No boundary



line within the Property shall be changed, except with the approval of the Developer or the Committee, whichever is then applicable. This section shall not be construed to prevent the use of one lot and part or all of another lot or lots as one building site. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats.

3.22. No signs of any type shall be displayed to public view on any lot (including outlots for purposes of this section) without the prior written consent of the Developer or the Committee, whichever is then applicable, except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale or rent, and (b) signs erected by Developer advertising lots within the Property for sale. The Developer may also erect permanent signs to entrances identifying the Subdivision.

3.23. All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all side-yard and rear yard set-back requirements imposed by local or county ordinance. The front yard setback for all lots shall be 30 feet from the front lot line under the Dane County zoning ordinance. The side yard set back for all lots shall be 10 feet on each side under the Dane County zoning ordinance. The rear yard setback for all lots shall be 35 feet under the Dane County zoning ordinance, except that the rear yard setback for any detached single family residence on any R-3A zoned lot shall be 25 feet.

3.24. No swale, drainage way, ditch or stormwater detention area within the Property, whether established by easement or not, which is in existence at the time of development on any lot or outlot on the Property, shall be re-graded or obstructed, so as to impede the flow of surface water across such swale or drainage way, or interfere with the proper functioning of any such swale, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditch, drainage way or stormwater detention area. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats.

3.25. The following landscaping requirements apply to all lots and outlots within the Property, within ninety (90) days after the completion of construction, unless not permitted by weather conditions:

(a) Front and side yards must be sodded, including street terraces (on a corner lot, each street terrace must be sodded), except that the Developer or the Committee, whichever is then applicable, may permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative material and practices are employed, in their discretion. Sod shall not be required in the front or side yard if an in-ground sprinkler system is installed, and the yard is seeded and watered in a sufficient manner.

(b) Rear yard areas which are not sodded must be seeded with a fifty (50%) percent blue grass seed mixture.

(c) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot or outlot owner(s). Complete visual screening of the front, rear or side of any lot or outlot is prohibited without approval of the Developer or the Committee, whichever is then applicable.

(d) The individual lot owner shall be required to install and maintain (or reinstall where needed) any street trees or trees in any terrace or tree border adjoining any lot to the extent that the installation of such trees is required by the Town of Windsor, and Developer shall not be responsible for any such installation or maintenance.

(e) Each lot shall have a minimum of \$2,000 expended by the Owner on foundation plantings, and at least two four-foot conifer trees, or two 2 1/2" diameter deciduous trees, or a combination thereof, in the front yard.

(f) At the expense of the owner, the owner of each lot shall install a mailbox, newspaper tube, and pole for the mailbox which conforms to the specifications of the Developer, or the Committee, whichever is then applicable, including purchasing such items from the source designated by the Developer or the Committee. Any replacement of said mailbox, tube or post shall conform to the original specifications.

3.26. The Developer, after a period of ten (10) years from the date of recording the final Plat or after seventy-five (75%) of the lots within the Property (other than outlots) have been sold, whichever occurs first, may elect to assign all of the Developer's rights to approve all of the items set forth in Article 3 hereof to the Committee.

3.27. Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat is recorded, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 3.29 below. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, the Committee or any person or persons owning any lot or lots within the Property, and in the case of Sections 3.24, 3.27, 3.34 and 3.35 hereof, the Town of Windsor, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorney fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation. The Town of Windsor shall not be required to take any action hereunder.

3.28. Developer, but not the Committee, may waive any provision hereof at anytime in its sole discretion, unless the provisions hereof specifically provide otherwise, but this shall not apply to any matter requiring the approval of the Town of Windsor.

3.29. Article 3 hereof, or any part thereof, may be canceled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer and the Owners of a majority of the lots (other than outlots) subject to this Declaration, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided, then by an instrument in writing signed by the Owners of a majority of the lots (other than outlots) subject to this Declaration, but no provisions of Sections 3.24, 3.27, 3.34, 3.35 hereof may be canceled, released, amended or waived without the written consent of the Town of Windsor.

3.30. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

3.31. In the event the Developer or the Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or Committee, within thirty (30) days after the same have been submitted to the approving authority in writing as a complete application, then such application shall be deemed rejected in that instance.

3.32. In exercising any authority under Article 3 of this Declaration, the Developer or Committee, as appropriate, shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Property;
- (b) to protect each Owner of a lot against improper uses by other lot owners;
- (c) to preserve the beauty of the Property;
- (d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;
- (e) to encourage and secure the erection of attractive, adequate sized homes, which conform and harmonize in external design with other structures within the Property and which are properly located upon the lot in accordance with its topography and finished grade elevation; and

001884

(f) to provide for high quality improvements which will protect the investments of purchasers of lots.

3.33. The Developer and the Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site, grading or landscaping plan or other matter, the construction or performance of any work, whether or not pursuant to approved plans and specifications, or the development of any property on the Lots, including any loss arising out of the negligence of the Developer or Committee.

3.34. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, drainage ways, stormwater detention areas, or maintenance or landscaping, or if any lot owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, the Committee or the Town of Windsor shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable attorney fees and costs, to remedy said violation. The Town of Windsor shall not be required to take any action hereunder.

3.35. The Owner of any lot within the Property which abuts upon or is adjacent to land used for farming or grazing purposes (other than lands used by Developer for such purpose) shall erect and maintain, if requested by the adjacent property owner, a partition fence, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence, between the Owner's lot and the adjacent land, without cost to the adjoining property owner, so long as the adjoining land is used for farming or grazing purposes. The Developer, the Committee or the Town of Windsor shall have standing to bring proceedings at law or in equity against the Owner of such lot, and shall be awarded appropriate relief, including reasonable attorney fees and costs, in the event of any violation hereof. The Town of Windsor shall not be required to take any action hereunder.

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

to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by Developer, the MABA, or any of the builders or participants in such Parade during the period of any such Parade as set forth above.

In addition, the following restrictions shall apply to any lots within the Property which have been submitted as a site for the Parade of MABA for a particular year, on the days when the Parade is in operation on or adjacent to such parcel(s) during such year (hereafter "Parade parcels"):

(a) No construction or construction-related work may be done on any of the Parade parcels during the open hours of the Parade of Homes as established by the Madison Area Builders Association for such year;

(b) No signs of any type may be placed upon any of the Parade parcels on the days when the Parade is in operation on or adjacent to such parcel(s) during such year, except such signs as are specifically approved by the Parade of Homes Executive Committee of the MABA;

(c) None of the Parade parcels may be shown to or opened to the public as a model home or in an open house or used in any promotional manner during the period that the Parade is in operation on or adjacent to the Parade parcel(s) during such year, except as an authorized part of the Parade of the MABA for such year and in conformity with the Rules for such Parade;

(d) No construction vehicles or equipment may be kept on any of the Parade parcels during the open hours of the Parade for such year, as established by the Parade of Homes Committee;

(e) Any Parade parcel which has been submitted for the Parade for a particular year, but which is not a participating Parade lot for such year, shall be surrounded by snow fence during the Parade for such year by the Developer, at the Developer's expense, as directed by the Executive Committee of the Parade of Homes;

(f) Use and control of the Parade parcels shall be controlled by and in accordance with the Parade of Homes Rules of the MABA, as amended from time-to-time by such organization, during the dates and hours for the Parade of Homes for such year as established by the MABA; and

(g) If any person, or his/her heirs, successors or assigns, shall violate or attempt to violate any of the conditions, covenants and restrictions in this section, MABA shall have standing to bring proceedings at law or in equity, including injunctive relief, against the person or persons violating or attempting to violate

any such conditions, covenants, or restriction, and MABA shall be awarded its reasonable attorney's fees and costs.

3.37. In order to reduce runoff and protect water quality, all downspouts and downspout extenders are to drain into a permeable area such as grass or a planting bed within each respective lot, and no downspouts shall drain onto any sidewalk or driveway. Individual lots within the plat are required to infiltrate the first 1-inch of the runoff created within such lot from its buildings, rooftops and impervious surfaces. The Developer or the Lot Owner, as applicable, shall deep till or chisel-plow all disturbed areas beyond the street and building footprints to promote infiltration of stormwater.

3.38. ALL OWNERS ARE HEREBY NOTIFIED THAT THE SUBDIVISION SHALL INCLUDE DEVELOPMENT WHICH IS NOT DETACHED SINGLE FAMILY DEVELOPMENT, INCLUDING A NUMBER OF DUPLEX LOTS, WHICH COULD BE DUPLEX RENTAL UNITS OR DUPLEX CONDOMINIUM UNITS, AND LOT 97 WHICH WILL BE A MULTI-FAMILY LOT, WHICH COULD BE RENTAL OR CONDOMINIUM UNITS IN ONE OR MORE BUILDINGS. LOT 97 IS NOT SUBJECT TO THIS INSTRUMENT. EACH OWNER HEREBY WAIVES ANY RIGHT TO OBJECT TO SUCH DEVELOPMENT WITHIN THE SUBDIVISION.

#### ARTICLE 4

#### Wolf Hollow Homeowners Association, Inc.

#### Definitions

For purposes of Article 4 of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

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

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

4.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for the lands identified in Section 1.3, above, as it may from time-to-time be amended.

#### Association Membership and Board of Directors

4.4. Members. The Owner of each platted lot within the Plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin, shall be a member of the Association, except for the owner of Lot 97. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members.

The members shall have such rights as are set forth herein, in the Articles and By-Laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

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

Common Areas; Entrance Sign

4.6. Acquisition of Common Areas. The Association may take title from time-to-time to real property within the Plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon.

4.7. Obligations of Association. The Association shall have the duty to maintain common areas in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members. The Association shall have the obligation to maintain any private open space, entrance signs, trails or stormwater management areas within the Property, along with all of those public trail, park or stormwater management areas within the Plat of Wolf Hollow which the Town has designated as the responsibility of the Association.

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

4.9. Entrance Sign. The Association shall maintain in good order and repair the entrance sign(s) to the Plat of Wolf Hollow, including lighting thereof, at the expense of the Association.

4.10. Architectural Review Committee. The Board of Directors shall annually, on a date selected by the Board, elect the members of the Architectural Review Committee. In addition, the Board of Directors may establish in the budget an amount for legal, design, planning or engineering services of the Architectural Review Committee, including an amount for attorney fees to enforce this instrument, and such amount shall be included in the assessment of the Association for such year.

Assessments

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

4.12. Creation of Assessments. Assessments shall be determined, established and collected each year, starting with calendar year 2005, in the following manner:

(a) Initial Assessment. Until a new assessment is adopted by the Board of Directors, each lot which is purchased by a party other than Developer shall be subject to an assessment in the amount of \$100.00 in the year of closing and in each year thereafter until the initial budget is adopted, which initial payment shall be due and payable, and collected at, the time of closing in the amount of \$100.00, and shall be due and payable on February 1 of each year thereafter and collected in the manner provided hereafter. In the case of any duplex dwelling lot, the assessments under this paragraph shall be \$200.00 for the lot instead of \$100.00, unless such lot should be used only for a single family dwelling unit, in which case the assessment shall be reduced to \$100.00.

(b) Budget. The Board shall determine a budget for each calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas, entrance signs, trails, open space, and stormwater management areas, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation. Such budget shall be approved by a vote of two-thirds (2/3) of the Board on or before the last day of December each year.

(c) Limitation on Assessments. The maximum annual assessment which may be authorized under this Article shall be \$100.00 for each lot (\$200.00 for the duplex lots) to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots), until the actual annual costs of maintenance, improvement and operation and other expenses and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, shall exceed the annual revenue generated by an assessment of \$100.00 per lot, in which event the maximum assessment per lot shall be such actual costs of maintenance, improvement and



operation and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, divided equally among all lots (taking into account the duplex lots in such calculation) as to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots).

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

(e) **Collection of Assessments.** In the event any assessment levied against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board may, in its discretion, file a claim for a maintenance lien against the lot for which payment is not made, and upon compliance with the provisions of § 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his lot.

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

(g) Any Lot owned by the Developer shall not be subject to the assessments hereunder, including the initial assessment provided for in (a) above, until such Lot is transferred to a party other than Developer.

4.13. **Term.** Article 4 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat for the Wolf Hollow is recorded, after which

Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 4.13 below.

4.14. Cancellation, Release, Amendment or Waiver. Article 4 hereof, or any part thereof, may be canceled, released, amended or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer and the Owners of a majority of the lots (other than outlots) subject to this Declaration, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided herein, then by an instrument in writing signed by both (a) the Owners of a majority of the lots (other than outlots) subject to this Declaration, and (b) a majority of the Board of the Association.

4.15. Severability. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 21 day of June, 2005.

WOLF HOLLOW, LLC

By: [Signature]  
Gerald L. Wuebben, Manager

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF DANE        )

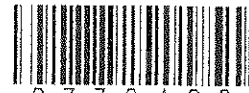
On this 21<sup>st</sup> day of June, 2005, before me, a Notary Public, personally appeared Gerald L. Wuebben to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Wolf Hollow, LLC, as the manager thereof.

[Signature]  
Notary Public, State of Wisconsin  
My Commission: 07-28-07

*This document drafted by Michael J. Lawton.*

Wolfhollowcovenants062305





8 7 7 8 4 2 6  
Tx:8609984

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS, RESTRICTIONS AND CONDITIONS FOR  
PLAT OF WOLF HOLLOW, TOWN OF WINDSOR, DANE  
COUNTY, WISCONSIN**

**DOCUMENT #  
S107440  
10/29/2014 1:12 PM  
Trans. Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 3**

Return to:  
**Don Esposito  
Neumann Companies, Inc.  
4868 High Crossing Boulevard  
Madison, WI 53704**

See Exhibit A  
(Parcel Identification Numbers)

**WHEREAS**, Wolf Hollow, LLC., the predecessor developer of the Plat of Wolf Hollow recorded Declaration of Covenants, Restrictions and Conditions (the "Declaration") on the Plat which were recorded on July 19<sup>th</sup>, 2005 with the Dane County Register of Deeds office as Document No 4081752; and

**WHEREAS**, Wolf Hollow Windsor, LLC ("Declarant") purchased all lands and development rights to the Plat, is successor developer; and

**WHEREAS**, Declarant has recorded two CSM's over certain Lots in the Plat; which were recorded on September 2<sup>nd</sup>, 2014 with the Dane County Register of Deeds office as Documents No 5094796 & 5094797; and

**WHEREAS**, Declarant is the fee simple owner of more than one lot in the Plat and is desirous of amending certain provisions of the Declaration.

**NOW, THEREFORE**, Declarant does hereby, for itself, its successors and assigns amend the Declaration as follows:

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration.
- 2) To clarify definition of Property, Paragraph 1.3 shall be deleted and replaced in its entirety with the following:

“Property” shall mean and refer to the real estate described as the plat and CSM’s of Wolf Hollow, Town of Windsor, Dane County, Wisconsin and shall include Lots 1 through 68, Lots 80 through 96, Lots 98 through 171 and newly created CSM Lots 272 through 279

- 3) To clarify definition of Property subject to this declaration, Article 2 shall be deleted and replaced in its entirety with the following:

The real property which is and shall be held, transferred, sold, conveyed and occupied shall mean and refer to the real estate described as the plat and CSM’s of Wolf Hollow, Town of Windsor, Dane County, Wisconsin and shall include Lots 1 through 68, Lots 80 through 96, Lots 98 through 171 and newly created CSM Lots 272 through 279

- 4) Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.

**IN WITNESS WHEREOF**, the said Wolf Hollow Windsor, LLC a Wisconsin limited liability Company, has caused these presents to be signed and sealed this 28<sup>TH</sup> day of OCTOBER, 2014.

**Wolf Hollow Windsor, LLC**

By: Neumann Companies, Inc., Its Sole Member

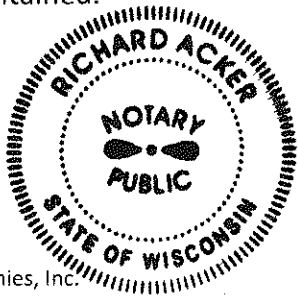
By: \_\_\_\_\_  

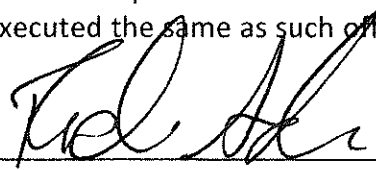

Donald A. Esposito, Jr; Agent

**ACKNOWLEDGMENT**

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF DANE         )

Personally came before me this 28<sup>TH</sup> day of OCTOBER, 2014, Donald A. Esposito, Jr., Agent of Neumann Companies, Inc., which is the Sole Member of Wolf Hollow Windsor, LLC, a Wisconsin limited liability company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.



\_\_\_\_\_  
  
Notary Public Dane County, Wisconsin  
My Commission Expires: 10/2/2018

Drafted by: Don Esposito  
Neumann Companies, Inc.  
4868 High Crossing Boulevard  
Madison, WI 53704

# EXHIBIT A

<u>LOT #</u>	<u>PARCEL NUMBER</u>
272	0910-294-4007-0
273	0910-294-4015-0
274	0910-294-4022-0
275	0910-294-4029-0
276	0910-294-4042-0
277	0910-294-4055-0
278	0910-294-4068-0
279	0910-294-4081-0



8 8 9 4 7 0 0  
Tx:8689881

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5178095**

08/19/2015 2:44 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 4

**SECOND AMENDMENT TO THE DECLARATION OF  
COVENANTS, RESTRICTIONS AND CONDITIONS  
FOR PLAT OF WOLF HOLLOW, TOWN OF  
WINDSOR, DANE COUNTY, WISCONSIN**

**AND ESTABLISHING COVENANTS, RESTRICTIONS AND  
CONDITIONS FOR LOTS 301 THROUGH 324 AND 339  
THROUGH 366 OF THE PLAT OF WOLF HOLLOW AT  
PLEASANT PRAIRIE CREEK, A REPLAT**

Return to:  
**Don Esposito  
Neumann Companies, Inc.  
4868 High Crossing Boulevard  
Madison, WI 53704**

See Exhibit A  
(Parcel Identification Numbers)

**WHEREAS**, Wolf Hollow, LLC., the predecessor developer of the Plat of Wolf Hollow recorded Declaration of Covenants, Restrictions and Conditions (the "Declaration") on the Plat which were recorded on July 19<sup>th</sup>, 2005 with the Dane County Register of Deeds office as Document No 4081752; and

**WHEREAS**, Wolf Hollow Windsor, LLC ("Declarant") purchased all lands and development rights to the Plat, is the successor developer; and

**WHEREAS**, Declarant has recorded two CSMS over certain Lots in the Plat, which CSMS were recorded on September 2<sup>nd</sup>, 2014 with the Dane County Register of Deeds office as Document Numbers 5094796 & 5094797; and

**WHEREAS**, Declarant has recorded an additional CSM over certain Lots in the Plat, which CSM was recorded on July 6, 2015 with the Dane County Register of Deeds office as Document Number 5165283; and

**WHEREAS**, Declarant has replatted certain Lots in the Plat and has recorded a final replat known as Plat of Wolf Hollow at Pleasant Prairie Creek, a Replat, which was recorded on July 27<sup>th</sup>, 2015 with the Dane County Register of Deeds office as Document Number 5171521; and

**WHEREAS**, Declarant is the fee simple owner of more than one lot in the Plat and Replat and is desirous of amending certain provisions of the Declaration.

**NOW, THEREFORE**, Declarant does hereby, for itself, its successors and assigns amend the Declaration as follows:

1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration.

2) To clarify definition of Property, Paragraph 1.3 shall be deleted and replaced in its entirety with the following:

“Property” shall mean and refer to the real estate described as the Plat of Wolf Hollow, CSMs and Plat of Wolf Hollow at Pleasant Prairie Creek, a Replat, Town of Windsor, Dane County, Wisconsin and shall include shall include Lots 1 through 68, Lot 80, Lots 82 through 96, Lots 98 through 111, Lots 113 through 115 of the Plat; CSM Lots 272 through 281; and newly replatted Lots 301 through 324 and 339 through 366 of the Replat.

3) To clarify definition of Property subject to this declaration, Article 2 shall be deleted and replaced in its entirety with the following:

The real property which is and shall be held, transferred, sold, conveyed and occupied shall mean and refer to the real estate described as the Plat of Wolf Hollow, CSMs and Plat of Wolf Hollow at Pleasant Prairie Creek, a Replat, Town of Windsor, Dane County, Wisconsin and shall include Lots 1 through 68, Lot 80, Lots 82 through 96, Lots 98 through 111, Lots 113 through 115 of the Plat; CSM Lots 272 through 281; and, Lots 301 through 324 and 339 through 366 of the Replat.

4) Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.

*Signatures on next page*

**IN WITNESS WHEREOF**, the said Wolf Hollow Windsor, LLC a Wisconsin limited liability Company, has caused these presents to be signed and sealed this 22<sup>ND</sup> day of JULY, 2015.

**Wolf Hollow Windsor, LLC**

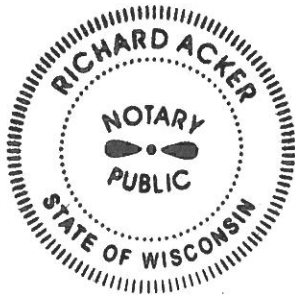
By: Neumann Companies, Inc., Its Sole Member

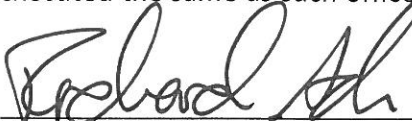
By:   
Donald A. Esposito, Jr; Agent

**ACKNOWLEDGMENT**

STATE OF WISCONSIN       )  
  ) ss  
COUNTY OF DANE         )

Personally came before me this 22nd day of July, 2015, Donald A. Esposito, Jr., Agent of Neumann Companies, Inc., which is the Sole Member of Wolf Hollow Windsor, LLC, a Wisconsin limited liability company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.



  
Notary Public Dane County, Wisconsin

My Commission Expires: 10/2/2018

Drafted by: Don Esposito  
Neumann Companies, Inc.  
4868 High Crossing Boulevard  
Madison, WI 53704



# Exhibit A

## Wolf Hollow at Pleasant Prairie Creek

Lot Number	Parcel ID Number
301	068/ 0910-294-2901-0
302	068/ 0910-294-4902-0
303	068/ 0910-294-4913-0
304	068/ 0910-294-4924-0
305	068/ 0910-294-4935-0
306	068/ 0910-294-4946-0
307	068/ 0910-294-4957-0
308	068/ 0910-294-4968-0
309	068/ 0910-294-4979-0
310	068/ 0910-294-4990-0
311	068/ 0910-294-5001-0
312	068/ 0910-294-5012-0
313	068/ 0910-294-5023-0
314	068/ 0910-294-5034-0
315	068/ 0910-294-5045-0
316	068/ 0910-294-5056-0
317	068/ 0910-294-5067-0
318	068/ 0910-294-5078-0
319	068/ 0910-294-5089-0
320	068/ 0910-294-5100-0
321	068/ 0910-294-5111-0
322	068/ 0910-294-5122-0
323	068/ 0910-294-5133-0
324	068/ 0910-294-5144-0
339	068/ 0910-294-5169-0
340	068/ 0910-294-5180-0

Lot Number	Parcel ID Number
341	068/ 0910-294-5191-0
342	068/ 0910-294-5202-0
343	068/ 0910-294-5213-0
344	068/ 0910-294-5224-0
345	068/ 0910-294-5235-0
346	068/ 0910-294-5246-0
347	068/ 0910-294-5257-0
348	068/ 0910-294-5268-0
349	068/ 0910-294-5279-0
350	068/ 0910-294-5290-0
351	068/ 0910-294-5301-0
352	068/ 0910-294-5312-0
353	068/ 0910-294-5323-0
354	068/ 0910-294-5334-0
355	068/ 0910-294-5345-0
356	068/ 0910-294-5356-0
357	068/ 0910-294-2927-0
358	068/ 0910-294-2938-0
359	068/ 0910-294-2949-0
360	068/ 0910-294-2960-0
361	068/ 0910-294-5371-0
362	068/ 0910-294-5382-0
363	068/ 0910-294-5393-0
364	068/ 0910-294-5404-0
365	068/ 0910-294-5415-0
366	068/ 0910-294-5426-0

### CSM # 13792

272	068/ 0910-294-4007-0
273	068/ 0910-294-4015-0
274	068/ 0910-294-4022-0
275	068/ 0910-294-4029-0

### CSM # 13793

276	068/ 0910-294-4042-0
277	068/ 0910-294-4055-0
278	068/ 0910-294-4068-0
279	068/ 0910-294-4081-0

### CSM # 14007

280	068/ 0910-294-2298-0
281	068/ 0910-294-2306-0