

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE
PLAT OF 51 WEST LLC,
IN THE CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

ROBERT H DVORAK
1081 EAGLE CT
EDGERTON, WI 53534

Fifty One West LLC (Developer) owns Lots One (1) through
Twenty Three (23) within the 51 West LLC Subdivision.

The owner declares that said Lots described above shall be
subject to this declaration and shall be held, sold, occupied
and conveyed subject to this declaration.

PARCEL IDENTIFICATION NUMBER:

SEE ATTACHED EXHIBIT A

STATEMENT OF PURPOSES

The general purposes of this Declaration are to help insure that the Subdivision will become and remain an attractive neighborhood, to preserve and maintain the natural beauty of the Subdivision, to ensure the most appropriate development and improvement of each lot, including construction of attractive and harmonious residential structures, and to insure the highest and best residential development of the Subdivision. Lots 1, 3 & 4 TR-6 zoning district, Lots 2, 5 & 18, MR-24 zoning district, Lot 6, MR-10 zoning district, Lots 7 – 15, SR-4 single family residential zoning, Lots 16 & 17 Planned Business zoning district, Lots 19-23, MR-6 two family residential zoning.

ARCHITECTURAL REVIEW

Architectural Review Committee (ARC): The ARC shall initially be Robert H Dvorak (Dvorak) or their chosen designee. Dvorak may at any time resign from the ARC and appoint any members of the ARC. Dvorak shall record a statement of his or her resignation and such appointment with the Dane County Register of Deeds. In the recorded statement, Dvorak shall specify a procedure by which subsequent members of the ARC may resign, be replaced, and be elected. The ARC shall act by majority vote.

The Dvorak's may elect to terminate to ARC and its functions effective upon his resignation. If Dvorak elects to do so, he or she shall file a recorded statement to that effect with the Dane County Register of Deeds.

All lot owners must receive ARC approval for buildings, landscaping, fences, walls, play equipment, or other structures or improvements to be constructed on any lot, along with site plans, shall be approved prior to construction in writing, by the ARC.

Required Submissions: In addition to any other information which the ARC may reasonably request, each owner shall submit to the ARC in conjunction with any request for approval of any construction or improvements on any lot the following:

- Two complete sets of specifications and construction plans at one quarter inch scale, which include square footage, along with elevations of all views of the structure.
- Completion of the Architectural Review Committee Information Form, which includes the description of exterior materials and colors.
- A site plan that indicates the position of the building or improvements on the lot, location of driveway, retaining walls, elevation of the foundation wall, garage floor in relation to the nearest curb and proposed storm water drainage. Approval shall not be granted if the proposed elevation of the building and/or proposed storm water drainage is not compatible with neighboring buildings or lots.

ARC Approval: The ARC shall approve or disapprove a submission within thirty (30) days of its receipt. The ARC's decision shall be in writing. If the ARC fails to provide its decision with the time limit, approval will be deemed to have been given and the applicable covenants and restrictions in this Declaration shall be deemed to be met. If a submission is approved, all material changes to the approved submission must be resubmitted to, and approved by, the ARC. The thirty (30) day approval time limit shall not commence, until all required documents have been submitted to the ARC.

Discretion of ARC: The ARC shall have the right to reject any submission which, in the opinion of the ARC, is not in conformity with the provisions and purposed of this Declaration. The ARC 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 ARC 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 ARC may be based on any grounds, including purely aesthetic grounds, which the ARC in its sole and good faith discretion deems sufficient.

Variations: The ARC shall have the right, in its sole discretion, to grant a variance to any of the covenants and restrictions in this Declaration.

Liability of the Developer, ARC and its Members: The Developer, the ARC 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 or on account of the development of any property within the Subdivision.

ARCHITECTURAL RESTRICTIONS

All lots subject to this Declaration and their improvements shall be subject to the following architectural restrictions:

Specifications Each structure shall meet the following specifications:

- Single story houses shall have not less than 1,600 of finished living area.
- Lots 7-15 shall not have less than 1,050 square foot garage space with 2 overhead garage doors.
- Two story houses shall have not less than 1,750 square feet of finished living space.
- Each house shall have a minimum 6:12 roof pitch. The ARC committee has the authority to deviate from the rules and approve if a lower roof pitch is characteristic of the design.
- Shingles are to be an architectural shingle.
- Stone or brick accent is required and must be no less than 48" above grade where the required address stone is to be installed. Address stone is required.
- 4" window wraps or smart trim required.

Duplexes or Two Family structures shall not be subject to the specified square footage requirements. However, the plans and specifications shall be individually reviewed by the ARC to insure compliance with all other requirements contained herein.

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

The ARC shall have the authority in its discretion to waive these finished area requirements where the architecture and quality of the proposed house represents an appearance compatible with other houses in the Subdivision.

Building Sites: All buildings constructed on lots shall have front, side and back yards that conform to applicable zoning ordinances. Addendum A Development standards attached for identified lots.

Surface Elevation: The elevation of any lot within the Subdivision shall not be changed so as to materially affect the surface elevation, grade or drainage patterns of the surrounding lots. No owner shall grade, alter or obstruct any drainage swale or comprehensive drainage flows in effect at the time of development 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 ARC, the ARC or any affected owner shall have a cause of action against the violating owner for both damages and injunctive relief.

Construction Deadlines: Construction of all buildings within the Subdivision shall be completed within twelve (12) months after issuance of a building permit for the building. Landscaping (including grading, sodding and seeding) shall be completed within sixty (60) days of completion of construction, provided weather conditions so allow. 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.

Garages: Each residence constructed on any lot shall have an attached garage that contains no less than two or more than three automobiles garage stalls.

Decks: Any deck shall have no green treated decking, landing boards, step treads and/or railings.

Ongoing Maintenance: Each owner shall be responsible for the ongoing landscaping maintenance of the owner's lot, including the adjoining street terrace. Each owner shall shovel snow from any adjacent sidewalks within the time required by applicable city ordinance. All areas of a lot not used as a building site or landscaping area or under cultivation as a family garden shall be sodded or seeded and be kept free of noxious weeds.

Concrete Dumping: Each contractor is responsible to ensure excess concrete is dumped appropriately onto no other lot. If disposal of said concrete is dumped on any part of 51 West Subdivision, then lot owner is responsible to pay clean up fees in full to the property owner/Developer.

Fencing*: Any type or style of fencing is not allowed in the Subdivision, except that which surrounds an in-ground swimming pool as required by ordinance. In the event of such a request, as well as any other fencing request the ARC elects to consider, the lot owner must obtain written approval of the fence design and materials from the ARC and may also be asked to obtain written approval of said design and materials from those neighboring lot owners identified by the ARC. ARC approval of fencing may include a requirement that the fencing be screened from view by landscaping.
Suggested product Elite EFF-20 in black 5 ft. high.

Screening: Owners shall not cause a complete visual screening of the front, rear and side boundaries of any lot by use of landscaping plantings or other means without the prior written approval of the ARC.

Driveways: Unless otherwise approved by the ARC, 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 time for completion shall be extended by the period of the delay.

Landscaping Requirements: Front yards and street terraces must be sodded unless approved by the Developer or the ARC, whichever is applicable, may permit the front yard and side yard to be seeded. In lieu of sod, the option of seeding is acceptable during the time frame of June 1 to September 15 with the option to use landscape mat and a timed watering system.

- Landscaping plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. Landscaping and lawn trees shall be planted within 1 year of occupancy of the residence, or upon completion of the construction, whichever occurs, except that trees are not

required to be planted during the winter months when the ground is frozen and shall be planted as soon as weather permits.

- One required canopy tree 3"-4" must be planted on the corner of the lot in the front yard.
- Rear yards that are not sodded must be seeded or otherwise under cultivation for a cover crop and such areas shall be free of noxious weeds to the extent permitted by law.
- Family gardens shall be kept in the back yards and shall not exceed 150 square feet.
- Landscaping plans for each lot must be submitted to the ARC upon occupancy. Each lot shall achieve a minimum of 400 landscaping points for single family residences, 600 landscaping points for duplexes (TR-6) as determined by the following point schedule and must be planted within 12 months of occupancy.

Landscaping Elements	Point Value
Canopy Tree (2"-3" caliper at least 18" tall)	125
Canopy Tree (3"-4" caliper at least 18" tall)	150 (1 required)
Canopy Tree (great than 4" at least 18" tall)	200
Canopy or Small Tree (1"-1 ½" caliper at least 18" tall) (eg. Crab Apple, Hawthorn)	100
Evergreen Tree (4' – 6')	100
Large Deciduous Shrub (3 year, 36" min.)	20
Small Deciduous Shrub (3 year, 18" min.)	10
Decorative Wall (per face foot)	5

Signs: No signs of any type shall be displayed on any lot without prior written approval of the ARC, and, if applicable, the City of Stoughton, 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 Subdivision.

Utilities: Lot owner shall not change the elevation of any utility easement in excess of six (6) inches without the permission of the applicable electric, gas and other utilities using such easement. The owner shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

Subdivision: No lot shall be subdivided, except with the prior written approval of the ARC. 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.

Existing or Prefabricated Buildings: No buildings previously erected elsewhere may be moved onto any lot, except new prefabricated construction approved in writing in advance by the ARC.

Mailboxes: At the lot closing, the Developer shall charge the buyer \$200.00 a mailbox slot in a gang mailbox. No other mailbox shall be utilized or displayed other than placed by the ARC. Mail box location and installation will be determined by the Developer for the entire plat. Mailbox locations are the responsibility of the lot owners.

Temporary Dwellings and Outbuildings: No trailer, basement, tent, shack, garage, barn or any part of, shall ever be used as a residence, temporary or permanent, on any lot. No residence shall be of a temporary character. No out building or accessory buildings, including storage sheds, shall be permitted on any lot.

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.

Dog Houses and Kennels: No doghouse or kennel may be erected on a lot without the prior written consent of the ARC. In any event, no doghouse shall exceed three (3) feet by four (4) feet. Any doghouse or kennel shall be contiguous to the house or garage construction on the lot.

An owner desiring to construct a dog house or kennel shall submit to the ARC for its approval all plans, including elevations, materials, colors and site plan. The owner may be asked to obtain the written approval of the plans from those neighboring Lot owners identified by the ARC. ARC approval of a doghouse or kennel may include a requirement that the doghouse or kennel be screened from view by landscaping.

Antenna/Satellite Dish: 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 ARC. None of such which are visible shall exceed 36 inches in diameter. Satellite dishes of 36 inches or less shall be permitted only in the most unobstructed locations, as approved in writing by the ARC.

Above Ground Swimming Pools/ Exterior Play Structures: No above ground swimming pools or trampolines are permitted.

USE RESTRICTIONS

Firewood: No firewood or woodpile shall be kept outside of structure unless it is neatly stacked, placed at the rear of the owner's home.

Solar Collectors: No active solar collector or apparatus may be installed on any lot unless such installation is first approved in writing by the ARC, who 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 ARC.

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 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.

Building Materials: No building of any kind or character shall be stored upon any lot except in connection with construction approved by the ARC. Construction shall be promptly and be diligently pursued as soon as any building materials are placed on any lot. Excess building materials shall be removed within 30 days of completion.

Decorations: Front yard decorations, including wildlife reproductions, other than approved lighting, mailboxes or seasonal decorations are prohibited.

Pets: No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that of dogs, cats or household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or allowed to annoy neighbors. No animals having vicious propensities shall be kept on any lot.

Parking: Parking of commercial or service vehicles, including lawn tractors, owned and operated by owners on any lot or on streets adjoining lots within the Subdivision shall be prohibited unless kept in garages. Storage of trailers, boats, travel trailers, mobile homes, campers and other recreation vehicles on any lots or on streets adjoining lots shall be prohibited except in garages. This section shall not prohibit the temporary parking of any vehicles for 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 referenced in this provision shall be parked on lawns or yards within the Subdivision at any time.

Any cars or comparable motor vehicles owned or operated by owners of a lot shall also be kept inside garages, except that the owners 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 owner uses the vehicle for travel to and from the lot at least every seventy two (72) hours.

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.

General Upkeep: Each owner shall keep the lot and its building and other improvements in good order and repair and free debris, including, but not limited to, the pruning of all trees and shrubbery and the painting or other external care of all buildings and other improvements in a manner and with such frequency as is consistent with good property management.

Street (Terrace) Trees: The City of Stoughton shall plant trees in the area adjoining each lot between the sidewalk and curb, referred to as the Street Terrace. The species of said trees shall be determined by the City of Stoughton Tree Commission. Each owner is responsible for the maintenance and replacement if necessary, of said trees. Trees will be paid for at time of pulling building permit with the City of Stoughton.

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.

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 Subdivision.

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 ARC. No firearms shall be discharged within the Subdivision.

GENERAL PROVISIONS

Term: This Declaration shall run with the land and shall be binding upon and insure to the benefit of all persons having interest in any of the Lots for a period of thirty (30) years after this Declaration is recorded, after which time this Declaration shall be automatically stand renewed for successive five (5) year periods unless termination as provided herein.

Amendment: 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 Dane County Register of Deeds. After the Developer ceases to own any lot, the owners, by the vote of owners owning two-thirds (2/3) or more of the lots then comprising the Subdivision, shall have the right to amend or terminate this Declaration by an instrument recorded with the Dane County Register of Deeds.

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

Exculpation: The ARC 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. The

ARC's review of plans does not include review for structural soundness or compliance with any applicable building codes and practices. The ARC is not representing that any home or site plan meets any state, federal, county or local setback requirements, statutes, building codes or ordinances.

The owner of the lot and the owner's builder shall have the sole responsibility to ensure compliance with all such requirements. Neither the Developer nor the ARC shall be liable for any such matters.

Enforcement Actions: The Developer, the ARC and any owner shall have the right to sue for and obtain a prohibitive or mandatory injunction or any 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). Any owner who violates a provision of this Declaration shall be liable for reasonable attorney's fees and court costs incurred in any such action. Any person violating any of these covenants and restrictions shall be liable for all costs of curing the violation.

Zoning: All lots are further subject to the applicable zoning laws, ordinances and building codes.

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 USPS mail, postage prepaid, to the last known address of the owner as given in the public real estate tax records at the time of said mailing.

Dated this day of _____, 20__.

Robert H Dvorak

RHD Properties, LLC / 51 West, LLC

(State of Wisconsin, County of Dane)

Personally came before me this _____ day of _____, 20__, the above named Robert H. Dvorak, to me known to be the persons who executed the foregoing instrument.

Notary Public, Dane County, Wisconsin

My Commission Expires

D. DEVELOPMENT STANDARDS

Land Use, Density, Bulk Regulations

Lot development within the 51 West Neighborhood Planned Development (PD) shall meet the standards identified in this section.

Lot 1

- Permitted and conditional uses as identified in TR-6 zoning district - plus, Townhouse (78-206.5) up to 4 units per building.
- Building Setbacks (min):
 - Front: 20 feet
 - Side: 10 feet
 - Rear: 20 feet
- Allow multiple buildings on a single lot with a minimum of 20 feet separation.
- Unit Allowance (Density): up to 12 units

Lot 2

- Permitted and conditional uses as identified in MR-24 zoning district.
- Building Setbacks (min):
 - Front: 25 feet
 - Side: 20 feet
 - Rear: 25 feet
- Allow multiple buildings on a single lot with a minimum of 20 feet separation.
- Unit Allowance (Density): up to 36 units

Lots 3-4

- Permitted and conditional uses as identified in TR-6 zoning district - plus, Townhouse (78-206.5) up to 4 units per building.
- Building Setbacks (min):
 - Front: 20 feet
 - Side: 10 feet
 - Rear: 20 feet
- Allow multiple buildings on a single lot with a minimum of 20 feet separation.
- Unit Allowance (Density):
 - Lot 3: up to 12 units
 - Lot 4: up to 6 units

Lot 5

- Permitted and conditional uses as identified in MR-24 zoning district.
- Building Setbacks (min):
 - Front: 25 feet
 - Side: 20 feet
 - Rear: 40 feet
- Allow multiple buildings on a single lot with a minimum of 20 feet separation.
- Unit Allowance (Density): up to 96 units

Lot 6

- Permitted and conditional uses as identified in MR-10 zoning district.
- Building Setbacks (min):
 - Front: 25 feet
 - Side: 15 feet
 - Rear: 25 feet
- Allow multiple buildings on a single lot with a minimum of 20 feet separation.
- Unit Allowance (Density): up to 16 units

Lots 16-17

- Permitted and conditional uses as identified in Planned Business (PB) zoning district.
- Building Setbacks (min):
 - Front: 20 feet
 - Side: 10 feet
 - Rear: 20 feet
- Allow multiple buildings on a single lot with a minimum of 20 feet separation.
- Maximum FAR: per SIP approval, not to exceed City Standard (1.0 FAR).

Lot 18

- Permitted and conditional uses as identified in MR-24 zoning district.
- Building Setbacks (min):
 - Front: 25 feet
 - Side: 20 feet
 - Rear: 50 feet
- Allow multiple buildings on a single lot with a minimum of 20 feet separation.
- Unit Allowance (Density): up to 160 units