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VOL 5687 JUL 90

EAST ADDITION TO STONEFIELD VILLAGE  
AND BRIARCLIFF ADDITION TO STONEFIELD VILLAGE

COVENANTS & RESTRICTIONS

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE PLAT OF THE EAST ADDITION TO PLAT OF STONEFIELD VILLAGE, AND THE PLAT OF THE BRIARCLIFF ADDITION TO STONEFIELD VILLAGE, BOTH IN THE CITY OF MIDDLETON, DANE COUNTY, STATE OF WISCONSIN.

WHEREAS, Stonefield Development Group, Ltd., a Wisconsin corporation (hereinafter sometimes referred to as the Developer), is the owner of:

(1) Lots 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 100, 101, 102, 103, 104 and 105, East Addition to Stonefield Village, recorded September 16, 1983, in Volume 54 of Plats, Page 23, as Document No. 1800802, and

(2) Lots 57, 61, 65, 66, 67, 68, 71, 72, 74, 75, 76, 80 and 85. Briarcliff Addition to Stonefield Village, recorded December 23, 1983, in Volume 53 of Plats, Page 12, as Document No. 1692723,

(all of which lots are referred to herein as the "Lots"); and

WHEREAS, the Developer desires to control the purposes for which the Lots are used, as well as, obligating the owners of the Lots to be bound by certain conditions, restrictions, reservations and easements for the benefit of each owner or any part thereof.

NOW, THEREFORE, the Developer hereby declares and provides that all of the Lots, in the City of Middleton, hereby are subject to the following restrictions, covenants, conditions and easements.

1. That the Lots referred to above shall be used for residential purposes only and no structures shall be erected, altered, placed or permitted to remain on any lot or part thereof other than:
  - a. All Lots including modifications and variations thereof shall be utilized exclusively for single-family structures. Only two (2) domestic animals may be kept on any of the premises and must be housed within the principal structure. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not. Accessory buildings are expressly prohibited. Where public walks exist on public streets, it is the responsibility of the abutting lot owner to maintain same in a safe and travelable condition. The owner shall be responsible for maintaining the Lot in a neat appearance. For the purpose of this Declaration, "approval of the Developer" shall mean the prior written consent of Stonefield Development Group, Ltd., or a subsequent agent designated in writing by it.
  - b. No trailer, basement, tent, shack, garage, barn or outbuilding or any part thereof, erected on any Lot, shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be used as a dwelling.
  - c. Parking of service vehicles owned or operated by residents of the homes is prohibited unless they are kept in garages. Storage of boats, travel trailers, mobile homes, campers and other recreational vehicles

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are prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purpose of loading and unloading.

- d. No building previously erected elsewhere shall be moved upon any Lot, excepting new prefabricated construction which has been approved by Developer.
- e. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or will become a nuisance to the neighborhood. Nuisances such as loud or unreasonable noise shall not be permitted to exist upon any property so as to be detrimental to any other property or its occupants. Exterior lighting shall not be directed in such a manner as to create annoyance to neighbors. Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection. No clothes lines or other clothes drying apparatus shall be permitted in any yard area on a permanent basis.
- f. No fence shall be erected on any part of any Lot without the approval of the Developer. No exterior antennas shall be erected on any structure or Lot without the approval of the Developer.
- g. As a hallmark of said Plats, the Developer will provide to each homebuilder a mailbox, newspaper tube, and post to be installed by the builder in accordance with United States Post Office Department regulations. Only mailboxes and newspaper tubes provided or approved by the Developer shall be allowed, except for mail depositories which are the property of the United States Post Office Department.

As a further hallmark of said Plats, the Developer shall provide to each homebuilder a light fixture and post to be installed in the front yard of each home within four (4) feet of the driveway. Each light shall be equipped with an electric eye.

Both the mailbox and light post shall be installed by the builder and maintained by the homeowner.

- h. No signs of any type shall be displayed to public view on any lot without the prior written consent of the Developer except lawn signs of not more than four (4) square feet in size advertising a property for sale.
2. Each residential structure shall have a minimum of the following floor area of finished living space as herein provided.
- a. Single-story houses shall have not less than 1,450 square feet excluding the garage and 1,900 square feet including the garage so that if the garage is less than 450 square feet, such additional area must be added to the finished area of the house.
  - b. Split level or raised ranch houses shall have not less than a total of 1,550 square feet on the two main levels, excluding the garage and 2,000 square feet including the garage so that if the garage is less than 450 square feet, such additional area must be added to the finished area of the house. If the garage is in

the basement, the minimum square footage of the finished area shall be not less than 1,750 square feet.

- c. Two-story houses shall have not less than 900 square feet on the first floor area and a total of 1,750 square feet on the total finished area of the house and if the garage is in the basement, the main floor area shall be not less than 1,100 square feet with a minimum of 1,750 square feet in the total house.
  - d. The above minimum requirements may be waived by Developer or its subsequent approving authority, in the event the proposed architecture and quality of the house is such as to present an appearance compatible with other houses in the development. For the purpose of determining floor area, stair openings shall be included but open porches, screened porches, attached garages and basements, even if the basements are finished off for recreational use, shall be excluded.
  - e. Each home shall have a garage having not less than two (2) nor more than three (3) automobile stalls which shall be located within the attached or basement garage.
3. So long as Stonefield Development Group, Ltd., has title to or an interest in any of the land in the preliminary plat of Stonefield Village approved by the City of Middleton on May 2, 1978, no building shall be erected or placed thereon until the plans, specification, plat plan, landscaping plan and elevations showing the location of such building have been approved in writing by the Developer or its agent appointed in writing for such purpose. Developer intends to vary front yard setback lines and will determine setback based on topography of lot and architecture of the house in question as well as surrounding properties.

To insure and secure the erection of attractive single family homes which are properly located on the lot in accordance with the topography and desired finished grade elevation and which conform and harmonize in external design, size and quality with other structures to be in the subdivision, the Developer will in the approval process pay particular attention to:

- a. Exterior elevations, location of chimneys (all exterior flues shall be enclosed), materials and colors.
- b. Roof; material, tone and pitch.
- c. Quality of materials specified.

No plans shall be approved unless the owner furnishes a site plan which indicates the elevation of the house relative to the street elevation to Developer or its subsequent approving authority to be kept by it and such approval shall not be granted unless the finished grade is compatible to the finished grade of adjacent lots, if such lots have previously been approved or unless such grade is compatible to what Developer or its subsequent approving authority deems to be the reasonably desirable grade level for the lot in question. Developer or its subsequent approving authority deems to be the reasonably desirable grade level for the lot in question. Developer or its subsequent approving authority shall maintain a copy of all previously approved site

plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either Developer or its subsequent approving authority or any of the adjacent neighbors a cause of action against the person or persons violating such grading plan.

Architectural Approval by Developer shall be given within fifteen (15) days after submission of a complete set of plans as required by this Declaration. In the event the Developer fails to reject such plans in writing within fifteen (15) days after receipt of the complete set of plans, the Developer, shall be deemed to have given its consent and approval to the plans as submitted.

4. Landscaping Requirements - No owner of any Lot shall grade or obstruct any drainage swale which is in existence at the time of development so as to impede the flow of drainage water from other lots across such swale.

The following are Landscaping Requirements and should be considered as minimums.

- a. Street trees shall be planted in the street terrace within one year of completion of home construction by the Developer. The tree variety will vary from street to street and has been approved by the City of Middleton.
- b. Each home must have three (3) conifers ranging in size from 5 feet to 6 feet visible from the street and chosen from any of the following varieties - Colorado Green or Blue Spruce, Black Hills Spruce, Austrian Pine or Douglas Fir.
- c. A minimum of \$1,000.00 shall be spent on foundation plantings.
- d. Front and side yards must be sodded - this includes street terraces.
- e. Rear yard areas not sodded must be seeded with a 50% blue grass seed mixture.
- f. All driveways must be paved.
- g. Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner with complete visual screening of the front, rear and side boundaries of the premises prohibited.
- h. Each residential structure erected shall have its external construction completed and shall be fully landscaped within twelve (12) months from date of issuance of building permit except for delays in completion due to war, strike or act of God.
- i. All areas of lots not used as a building site or lawn or under cultivation as a family garden shall have grass cover tended to keep it free of noxious weeds.

5. This Declaration shall run with the land and shall be binding upon all owners of property covered by this document for a period of 30 years from the date this document is

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recorded, after which time it shall automatically stand renewed for successive 10 year periods unless an instrument terminating or changing such covenant in whole or in part is signed by at least 66% of the property owners.

- 6. If any person, or his heirs, successors or assigns shall violate or attempt to violate any of these covenants or restrictions herein within 30 years or any extension thereof, any person or persons owning any lot or lots in said plat shall have standing to bring proceedings at law or equity against the person or persons violating or attempting to violate any such covenant or restrictions and the prevailing party shall be awarded reasonable attorneys fees and costs.
- 7. No Lot as platted shall be resubdivided. This covenant shall not be construed to prevent the use of one Lot and part or all of another Lot as one building site.
- 8. Invalidation of any one of these covenants or any severable part of any covenant by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 9. All Lots are further subject to the applicable zoning laws, ordinances and building codes.

IN WITNESS WHEREOF, the undersigned parties have executed this document this 23 day of April, 1984.

STONEFIELD DEVELOPMENT GROUP LTD.  
By: [Signature]  
Lawrence W. Lappin, President

Attest: [Signature]  
Robert W. Lemcke, Secretary

AUTHENTICATION

Signatures of Lawrence W. Lappin and Robert W. Lemcke authenticated this 23 day of April, 1984.

[Signature]  
George R. Kamperschroer  
Member, State Bar of Wisconsin

This document drafted by, and after recording should be returned to:

George R. Kamperschroer  
Boardman, Suhr, Curry & Field  
P.O. Box 927  
Madison, Wisconsin 53701-0927

REGISTRAR'S OFFICE  
DANE COUNTY, WISCONSIN  
RECORDED ON  
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Register of Deeds