

2020978 STONEFIELD MEADOWS
COVENANTS & RESTRICTIONS

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND
EASEMENTS FOR THE PLAT OF STONEFIELD MEADOWS, IN THE CITY
OF MIDDLETON, DANE COUNTY, STATE OF WISCONSIN.

WHEREAS, Stonefield Meadows Partnership (hereinafter sometimes referred to as the Developer), is the owner of the real estate described as follows:

All of the lots in the STONEFIELD MEADOWS plat, in the City of Middleton, Dane County, Wisconsin, according to the recorded plat thereof (the "Lots");

And

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WHEREAS, the Developer desires to control the purposes for which the Lots are used, and to obligate the owners of the Lots to be bound by certain conditions, restrictions, reservations and easements for the benefit of all owners.

NOW, THEREFORE the Developer hereby declares and provides that all of the Lots 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 in compliance with the following:
 - a. Each Lot shall be utilized exclusively for one single-family structure. No animals may be kept on any of the premises except a maximum of two (2) domestic animals. Any permitted domestic animal 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 Meadows Partnership, 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 including but not limited to trucks, semi-trailers and trailers 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 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, except new prefabricated construction which has been approved by the 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.
 - f. No clothes lines or other clothes drying apparatus shall be permitted in any yard area on a permanent basis.
 - g. Exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent lots.
 - h. No fence shall be erected on any part of any Lot without the approval of the Developer, except that fences surrounding swimming pools are permitted up to a height of four feet; however, approval must be obtained from the Developer concerning style and material.

- i. 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 Developer.
 - j. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a sideyard not adjacent to a street, and screened from street view by plantings or a fence approved by the Developer.
 - k. No active solar collector or apparatus may be installed on any lot unless such installation is first approved in writing by the Developer 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 Developer.
 - l. No garbage, refuse, rubbish or cuttings shall be deposited on any street or road or on any lot or outlot unless placed in a suitable sanitary container. No lot or outlot shall be used or maintained as a dumping ground for rubbish, trash, leaves, lawn clippings, rocks or earth. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. This section shall not prohibit the construction and operation of a compost.
 - m. No building material of any kind or character shall be stored upon any lot except in connection with construction approved by the Developer as hereafter provided. Construction shall be promptly commenced and be diligently pursued as soon as any building materials are placed on any lot.
 - n. 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 used by a builder, licensed real estate Broker, or the Developer to advertise the property. Any such lawn sign not to exceed 7 square feet in size. Developer, however, may display a sign of any size to identify the subdivision and/or its Developer.
 - o. Front yard decorations, including wildlife reproductions, other than approved lighting, mailboxes, or seasonal decorations are discouraged.
 - p. Mailboxes shall be constructed of wood and shall be of a design provided and approved by the Developer.
 - q. Exterior yard post lights shall be of a design which is harmonious with the style and architecture of the home on that lot.
 - r. Building set back on Stonefield Road shall be a minimum of 30 feet.
 - s. Only Lots 25, 26, 27 and 28 shall be allowed to have driveways accessing to Stonefield Road.
2. Each residential structure shall have a minimum of the following floor area of finished living space:
 - a. Single-story houses shall have not less than 1,650 square feet excluding the garage and 2,100 square feet including the garage. If the garage is less than 450 square feet, 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 1,750 square feet on the two main levels excluding the garage, and 2,200 square feet including the garage. If the garage is less than 450 square feet, 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 1,950 square feet.
 - c. Two-story houses shall have not less than 1,050 square feet on the first floor area and a total of 2,000 square feet on the total finished first and second floor areas of the house. The garage for a two-story house shall be attached and shall not be less than 450 square feet.

- 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 Meadows Partnership, the Developer, has title to or an interest in any of the land in the final plat of Stonefield Meadows approved by the City of Middleton on November 20, 1986, no structure, whether residence, tennis court, swimming pool, antenna (whether located on a structure or on a lot), flag pole, wall, landscaping or other improvements shall be constructed, maintained or used upon any lot and no alteration or repainting to the exterior of a structure shall be made unless complete plans, specifications, colors, landscaping plan and plot plans therefore, shall have been submitted to and approved in writing by the Developer or its agent appointed in writing for such purpose.

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.
- d. Soffits may be either aluminum or wood.
- e. Fascia must be cedar, redwood or pine. No aluminum will be permitted. Fascia must be 10 inch minimum width or approved equal.
- f. Aluminum siding will be limited.
- g. All wood siding types will be permitted, although only one type of siding is desirable per house. Because colors available in stains and paints vary greatly for wood, desired schemes must be submitted to the Developer for approval. It is the initial intent of the Developer to discourage use of solid reds and dark browns, while other colors will be individually reviewed.
- h. Except in certain cases, it is not the intent of the Developer to limit color choices for exterior treatment. The intent is to coordinate trim and siding colors to provide the most aesthetic combination for a particular house. The builder must submit his choices for approval to the Developer before siding application begins.

No plans shall be approved unless the owner furnishes to Developer a site plan which indicates the elevation of the house relative to the street elevation. 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. 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 for injunction or damages against the person or persons violating such grading plan.

Architectural Approval by Developer shall be given within thirty (30) days after submission of a complete set of plans as required by this Declaration. Approval or disapproval, as required in these covenants and restrictions, shall be in writing. In the event the Developer fails to reject such plans in writing within thirty (30) 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.

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The following are Landscaping Requirements and shall 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 shall have three (3) conifers, a minimum of 4 feet tall on the front lawn and chosen from any of the following varieties - Colorado Green or Blue Spruce, Black Hills Spruce, Austrian Pine or Douglass Fir.
 - c. A minimum of \$2,000.00 shall be spent on foundation plantings.
 - d. Front and side yards shall be sodded - this includes street terraces.
 - e. Rear yard areas not sodded shall be seeded with a 50% blue grass seed mixture of not less than 45% blue grass.
 - f. All driveways shall be concrete or blacktop and installed immediately upon substantial completion of construction, weather permitting.
 - g. Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. Complete visual screening of the front, rear and side boundaries of the premises is prohibited without approval of the Developer.
 - 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.
 - j. Owners shall mow the vacant portion of their lots a minimum of every three weeks during the growing season and shall shovel snow off any adjacent sidewalks within the time frame dictated by local ordinance.
5. The Developer 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 by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.
6. The Developer shall have the power and absolute discretion to authorize a variance from any of the requirements of these Restrictions and Covenants if it finds that the strict application thereof would, in its opinion, result in difficulties or undue hardship to the lot owner.
7. The structures on and grounds of each lot shall be maintained in a neat and attractive manner. Upon the owner's failure to do so, the Developer may, at its option, after giving the owner thirty (30) days written notice sent to the Owner's last known address, have grass, weeds and vegetation cut and removed as often as in its judgment the same is necessary, and have dead trees, shrubs and plants removed from any lot.
8. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance the Developer may, at its option, after giving the owner ninety (90) days written notice, make repairs and improve the appearance in a reasonable and workmanlike manner.
9. The cost of such maintenance referred to in Paragraphs 7 and 8 shall be assessed against the lot upon which such maintenance is done and shall be paid by the lot owner upon demand made by the Developer, or the same shall become a lien upon the property.

10. For the purpose solely of performing the maintenance referred to in Paragraphs 7 and 8, the Developer, through its duly authorized agents or employee, shall have the right, after reasonable notice to the owner, to enter upon any lot at reasonable hours on any business day. VOL 10077 PAGE 12

11. These covenants and restrictions 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 recorded, after which time they 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.

These covenants and restrictions may be amended during the first thirty (30) years from the date of the recording of these covenants, by an instrument signed by not less than ninety percent (90%) of the lot owners. There shall be one vote for each Lot.

12. Any notice required to be sent to any owner under the provisions of these covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner on the records of the Developer at the time of such mailing.

13. If any person, or his heirs, successors or assigns shall violate or attempt to violate any of these covenants or restrictions, 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. Violation of any of these restrictions shall not cause any forfeiture of title.

14. 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, provided the Developer approves such use.

15. 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.

16. All Lots are further subject to the applicable zoning laws, ordinances and building codes.

17. At anytime, Developer may appoint a subsequent reviewing authority to perform Developer's obligations under this agreement by recording a statement of appointment with the Dane County Register of Deeds.

IN WITNESS WHEREOF, the undersigned parties have executed this document this 21st day of January, 1987.

REGISTER'S OFFICE
DANE COUNTY, WI. SS
RECORDED ON
MAY 29 8 53 AM '87
CAROL A. HARRKE
REGISTER OF DEEDS

STONEFIELD MEADOWS PARTNERSHIP
A Wisconsin General Partnership
By WCH, Inc., Managing Partner

By: Thomas W. Weber
Thomas W. Weber, President

By: David M. Roark
David M. Roark, Secretary

STATE OF WISCONSIN
DANE COUNTY

Personally came before me this 21st day of January, 1987
the above named Thomas W. Weber and David M. Roark
to me known to be the persons who executed the foregoing instrument and
acknowledge the same.

Lori A. Becker
Notary Public Dane County, WI
My commission expires: 5-14-89

Drafted by: David M. Roark
Thomas J. Sobota