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04/01/92

WYDOWN ADDITION TO STONEFIELD VILLAGE
AMENDED AND RESTATED
COVENANTS & RESTRICTIONS

RE: ALL OF THE LOTS (I.E., LOTS 146 THROUGH 208, INCLUSIVE),
IN THE WYDOWN ADDITION TO STONEFIELD VILLAGE,
IN THE CITY OF MIDDLETON,
DANE COUNTY, WISCONSIN

WHEREAS, Lawrence W. Lappin ("Lappin") executed and recorded a Declaration of Conditions, Covenants, Restrictions and Easements for the plat of the Wydown Addition to Stonefield Village, in the City of Middleton, Dane County, State of Wisconsin, covering all of the lots (i.e., Lots 146 through 208), in the Wydown Addition to Stonefield Village, recorded with the Dane County Register of Deeds in Volume 13184 of Records, page 36, as Document Number 2156208; and

WHEREAS, an Affidavit regarding said Declaration was recorded with the Dane County Register of Deeds in Volume 14934 of Records, page 10, as Document Number 2230070; and

WHEREAS, Amendment No. 1 to said Declaration was recorded with the Dane County Register of Deeds in Volume 14934 of Records, page 8, as Document Number 2230069; and

WHEREAS, an Affidavit regarding said Declaration was recorded with the Dane County Register of Deeds in Volume 16751 of Records, page 19, as Document Number 2290278; and

WHEREAS, an Affidavit regarding said Declaration was recorded with the Dane County Register of Deeds in Volume 17144 of Records, page 37, as Document Number 2302339; and

WHEREAS, said Declaration, together with said Amendment No. 1 and said Affidavits, is referred to herein as the "Original Declaration"; and

WHEREAS, the undersigned, being all of the owners of lots (other than Lot 156) in the Wydown Addition to Stonefield Village in the City of Middleton, Dane County, Wisconsin, desire:

(a) to release Lots 164 through 185, and Lots 191 through 208, inclusive, Wydown Addition to Stonefield Village in the City of Middleton, Dane County, Wisconsin from the Original Declaration;

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(b) to amend and restate the Original Declaration to read in its entirety as set forth herein; and

(c) that said amended and restated declaration (the "Declaration") shall supersede, in all respects, the Original Declaration; and

WHEREAS, Lot 164, Wydown Addition to Stonefield Village has been subdivided into Lot 1 and Lot 2, Certified Survey Map No. 6238, recorded in Volume 30 of Certified Surveys, page 106.

NOW THEREFORE, the undersigned hereby declare and provide that:

A. Release of Lots 165 through 185, Lots 191 through 208, and Lot 1, Certified Survey Map No. 6238 and Part of Lot 2, C.S.M. No. 6238.

The following lots shall be, and hereby are, released from the terms and conditions of the Original Declaration:

1. Lot 1, Certified Survey Map No. 6238, Lots 165 through 185 and Lots 191 through 208, inclusive, Wydown Addition to Stonefield Village; and

2. any lot that may be created in the future by the subdivision of Lot 2, Certified Survey Map No. 6238, recorded in Volume 30 of Certified Surveys, page 106, and that either (a) has frontage both on Stonefield Road and on Lappin Road or (b) has no frontage on Lappin Road. = lots 209-215

With respect to said lots, the Original Declaration shall be null, void and of no further force and effect whatsoever. Simultaneously with the recording of this Declaration, however, Developer is recording declarations of conditions, covenants and restrictions that affect:

1. any lot that may in the future be created by the subdivision of Lot 2, Certified Survey Map No. 6238, which lot either (a) has frontage on both Lappin Road and Stonefield Road, or (b) has no frontage on Lappin Road; = Lots 209-215 2340016

2. Lot 167, Wydown Addition to Stonefield Village; 2340016

3. Lots 169 through 185, inclusive, Wydown Addition to Stonefield Village; and 2340017

4. Lots 191 through 208, inclusive, Wydown Addition to Stonefield Village. 2340017

B. Restatement of Original Declaration.

The Original Declaration is hereby amended and restated to read, in its entirety:

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR LOTS 146 THROUGH 163, INCLUSIVE, AND LOTS 186 THROUGH 190, INCLUSIVE, WYDOWN ADDITION TO STONEFIELD VILLAGE, AND FOR PART OF LOT 2, CERTIFIED SURVEY MAP NO. 6238, IN THE CITY OF MIDDLETON, DANE COUNTY, STATE OF WISCONSIN.

WHEREAS, the undersigned are the owners of the real estate described as follows:

Lots 146 through 163, inclusive, and Lots 186 through 190, inclusive, Wydown Addition to Stonefield Village, in the City of Middleton, Dane County, Wisconsin, according to the recorded plat thereof, and of Lot 2, Certified Survey Map No. 6238;

and

WHEREAS, the term "Lots," as used herein, shall be deemed to refer only to (a) Lots 146 through 163, inclusive, and Lots 186 through 190, inclusive, Wydown Addition to Stonefield Village, and to (b) those lots created by the subdivision of Lot 2, Certified Survey Map No. 6238 and that have frontage on Lappin Road (but not including any such lot that has frontage on both Lappin Road and Stonefield Road); and

WHEREAS, the undersigned desire to control the uses and architecture of each Lot, and obligate the owners of the Lots and their heirs, successors and assigns as owners of the Lots (the "Owners") to be bound by certain conditions, restrictions and reservations for the benefit of each Owner or any part thereof.

NOW, THEREFORE, the undersigned hereby declare and provide that all of the Lots hereby are subject to the following restrictions, covenants and conditions.

1. Developer. As used herein, the term "Developer" shall refer to A & J Development Corporation, or any party designated by A & J Development Corporation as the assignee of its rights as "Developer" hereunder pursuant to a written instrument recorded with the Dane County Register of Deeds.

2. Organization of Architectural Control Committee. There is hereby created an architectural control committee (the "Committee") for the purpose of administering the approval requirements set forth herein. The Committee shall consist of three persons, two of whom shall be appointed by Developer so long as Developer owns any lots within the Wydown Addition to Stonefield Village. The Developer may voluntarily elect, by Developer's execution and recording of appropriate documentation, to relinquish its right to appoint members to the Committee. The third member shall be the owner of a lot within the Wydown Addition to Stonefield Village. After Developer ceases to have title to any lot within the Wydown Addition to Stonefield Village, all of the members of the Committee shall be elected by a majority of persons holding title to all of the lots within the Wydown Addition to Stonefield Village. The election of the members of the Committee (other than those designated by Developer) shall be held annually on the second Monday in January of each year at a site selected by the Committee. Vacancies created between elections shall be filled by the remainder of the Committee. Although the following lots:

1. any lot that may in the future be created by the subdivision of Lot 2, Certified Survey Map No. 6238, which lot either (a) has frontage on both Lappin Road and Stonefield Road, or (b) has no frontage on Lappin Road;

2. Lot 167, Wydown Addition to Stonefield Village;

3. Lots 169 through 185, inclusive, Wydown Addition to Stonefield Village; and

4. Lots 191 through 208, inclusive, Wydown Addition to Stonefield Village;

are not subject to these Amended and Restated Covenants and Restrictions, the architectural control committee referred to herein shall act as the architectural control committee under the covenants and restrictions for said lots, which covenants and restrictions are being recorded contemporaneously herewith.

3. Committee Approvals Required. No building shall be erected or placed on any Lot until the plans, specifications, plot plan, landscaping plan and elevations showing the location of such building (and its elevation relative to the street) have been approved in writing by the Committee. Furthermore, no alteration in the exterior appearance of any then-existing buildings, including, without limitation, exterior remodelling and the construction of patios, decks and swimming pools, shall be allowed without the prior written approval of the Committee. Architectural approval by the Committee shall be granted or denied within fifteen (15) days after submission of a complete set of such plans, specifications and elevations. The Committee's failure to reject such plans in writing within fifteen (15) days after receipt of the complete set of plans, specifications and elevations shall be deemed to be approval of the same. 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 Committee shall in the approval process pay particular attention to:

a. Exterior elevations, location of chimneys, materials and colors. For Lots 146 through 163, inclusive, all exterior flues shall be enclosed and shall be of stone or brick.

b. Roof materials, tone and pitch.

c. Quality of materials specified.

d. The type of wood siding to be used. 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 Committee for approval. It is the initial intent of the Committee to discourage use of reds and dark browns, while other colors will be individually reviewed.

e. Color choices. Except in certain cases, it is not the intent of the Committee to limit color choices for exterior treatment, but

rather to coordinate trim and siding colors to provide the most aesthetic combination for a particular house. The builder must submit its choices for approval to the Committee before siding application begins.

f. Whether the finished grade of the Lot would be compatible to the finished grade of adjacent lots.

4. Use Requirements.

a. The Lots shall be used for residential purposes only.

b. All Lots including modifications and variations thereof shall be utilized exclusively for single-family houses. Only two (2) domestic animals may be kept on any Lot and must be housed within the principal structure. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not. Accessory buildings (including without limitation trailers, shacks, barns or outbuildings) are expressly prohibited. Where public walks exist on public streets, the abutting Lot Owner shall maintain the same in a safe and travelable condition. The Owner shall be responsible for maintaining the Lot in a neat appearance.

c. No basement, tent or garage or any part thereof erected on any Lot shall at any time be used as a residence, temporarily or permanently.

d. Parking of service vehicles owned or operated by any Owner is prohibited unless such vehicles are kept in garages. Storage of boats, travel and utility trailers, mobile homes, campers, and other recreational vehicles is prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purposes of loading or unloading for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns or yards at any time.

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 noises shall not be permitted to exist upon any Lot so as to be detrimental to any neighboring lot 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 clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis.

f. No firewood or wood pile shall be kept outside a structure. All areas of Lots not used as a building site or lawn or under cultivation as a garden shall have cover crop or be so cultivated or tended as to keep such areas from noxious weeds. Each Owner shall maintain the Lot in a neat appearance. Except for wooded lots left in a natural state, each Owner shall mow the lawn at least four (4) times annually. This paragraph shall not be construed to prevent a family garden or orchard.

g. No exterior antennas, satellite disks or solar panels shall be permitted unless approved in writing in advance by the Committee as to location, material, height and color.

5. Architectural Requirements.

a. Single-story houses shall have not less than two thousand (2,000) square feet excluding the garage.

b. Two-story houses shall have not less than one thousand three hundred fifty (1,350) square feet on the first floor area, excluding the garage, and a total of two thousand five hundred (2,500) square feet on the total finished area of the house, excluding the garage.

c. The requirements set forth in Sections 5.a. and 5.b., above, may be waived by the Committee, if the proposed architecture and quality of the house is such as to present an appearance compatible with other houses in the Wydown Addition to Stonefield Village. 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.

d. No building previously erected elsewhere shall be moved upon any Lot, excepting new prefabricated construction which has been approved by the Committee.

e. No fence shall be erected on any part of any Lot without the approval of the Committee, except that fences surrounding swimming pools are permitted up to a height of four feet.

f. The Developer shall provide to each builder of any house upon a Lot 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. Furthermore, the Developer shall provide to each Owner a light fixture and post to be installed in the front yard of each home at the height and in the location approved by the Developer. The Owner shall maintain the fixture and light bulbs. Both the mailbox and light post shall be installed by the builder and maintained in working order by the Owner.

g. No signs of any type shall be displayed to public view on any Lot without the prior written consent of the Committee except lawn signs of not more than four (4) square feet in size advertising a property for sale.

h. A minimum building setback of forty (40) feet from the front property line and ten (10)-foot side yard is suggested. In no case shall any building or part of any building be located nearer than thirty (30) feet to the front lot line. However, all buildings constructed on any Lot shall conform to all governmental zoning requirements and all side yard and setback requirements imposed by local

ordinance. Furthermore, if more than one Lot is to be used as a building site (e.g., because of the combination of a Lot with neighboring property), then the setbacks shall be measured from the Owner's property line boundaries rather than from the platted Lot boundaries. The Committee shall have the right to change the side yard and setback requirements for new construction in its sole discretion provided that all Lots abutting Stonefield Road, Lappin Road and Wydown Circle shall maintain a minimum setback of thirty (30) feet.

i. Water fixtures above the elevation of 998.0' will not be allowed unless the Owner installs a private booster pump to increase in-house pressure. It will be the Owner's responsibility to install a booster pump if additional water pressure is desired.

j. For Lots 146 to 163, inclusive, only:

(i) Soffits shall be wood;

(ii) Fascia must be cedar, redwood or pine. No aluminum will be permitted. Fascia must be ten (10)-inch minimum width or approved equal;

(iii) Roofing is limited to cedar shakes. Roof pitch will be a minimum of 6/12; and

(iv) Aluminum or vinyl siding will not be permitted.

k. For all Lots other than Lots 146 through 163, inclusive:

(i) It is suggested that all houses shall have one hundred percent (100%) stone or brick on the front elevation; and

(ii) Roof pitch will be a minimum of 6/12.

l. All single family residential building must have an attached garage and such garage must contain not less than two (2) nor more than four (4) automobile garage stalls. When

possible, it is suggested that garage entrances be from the side. Any home built on Lots 146 through 149 or on Lots 186 through 190 shall have side entry garages only.

m. The front elevation and each side of any house must have at least one (1) window. If, in the Committee's judgment, the proposed architecture and quality of the house is such as to present an appearance compatible with other houses in the Wydown Addition to Stonefield Village, the Committee may waive this requirement.

n. 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. Furthermore, this covenant shall not be construed to prevent the subdivision of Lot 2, Certified Survey Map No. 6238.

6. Landscaping Requirements.

a. 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. Drainage patterns for each Lot are indicated by arrows in the recorded final plat and such drainage patterns shall be maintained by the Lot Owner unless modified in writing by the city engineer.

b. Street trees shall be planted in the street terrace within one year of completion of house construction by the Developer. The tree variety will vary from street to street and has been approved by the City of Middleton.

c. Each home must have three (3) conifers ranging in size from six (6) feet to seven (7) feet on the front lawn and chosen from any of the following varieties -- Colorado Green or Blue Spruce, Black Hills Spruce, Austrian Pine or Douglas Fir.

d. A minimum of Four Thousand Five Hundred Dollars (\$4,500.00) per Lot shall be spent by the Owner on foundation plantings.

e. Front and side yards (including street terraces) must be sodded.

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

g. All driveways must be paved with either concrete or asphalt.

h. Landscape plantings and maintenance of landscaping located upon the Lot and adjoining street terrace shall be the responsibility of the Lot Owner. Complete visual screening of the front, rear and side boundaries of the Lot shall be prohibited.

i. Each house 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.

7. Termination; Amendment. This Declaration shall run with the land and shall be binding upon all of the Owners of the Lots for a period of thirty (30) years from the date this document is recorded, after which time it shall automatically stand renewed for successive ten (10)-year periods. This Declaration may, however, be terminated at any time by an instrument signed both by: (a) those persons who in the aggregate own the fee simple interest in not less than sixty-six percent (66%) of the Lots; and (b) the Developer so long as Developer owns any lot within the Wydown Addition to Stonefield Village. Furthermore, this Declaration (other than Sections 2 and 3 hereof) may be amended at any time by a written instrument executed and acknowledged by both: (a) those persons who in the aggregate own the fee simple interest in not less than sixty-six percent (66%) of the Lots; and (b) the Developer so long as Developer owns any lot within the Wydown Addition to Stonefield Village. Sections 2 and 3 of this Declaration may be amended at any time by a written instrument executed and acknowledged by both: (a) those persons who in the aggregate own the fee simple interest in not less than sixty-six percent (66%) of all of the lots (other than outlots, and

other than Lots 165, 166, 168 and Lot 1, Certified Survey Map No. 6238) within the Wydown Addition to Stonefield Village; and (b) the Developer, so long as the Developer owns any lot within the Wydown Addition to Stonefield Village. Notification of any proposed amendment must be mailed to all Owners prior to the same being executed and recorded.

8. Enforcement. If any Owner shall violate or attempt to violate any provision of this Declaration during the term of this Declaration, then all other Owners, and all other persons owning any lot or lots within the Wydown Addition to Stonefield Village, shall have standing to bring proceedings at law or equity against the Owner violating or attempting to violate any such provision and the prevailing party shall be awarded reasonable attorneys' fees and costs.

9. Partial Invalidity. 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.

10. Applicable Laws. All Lots are subject to the applicable zoning laws, ordinances and building codes. If there is any conflict between the Declaration and such laws, ordinances or codes, the most restrictive provision shall control.

11. Future Development of Lots 167 and 168, Wydown Addition to Stonefield Village, and Lot 2, Certified Survey Map No. 6238. The undersigned hereby acknowledge, and all persons who may in the future acquire title to any of the Lots are hereby notified, that it is the Developer's intent that Lot 167, Wydown Addition to Stonefield Village and Lot 2, Certified Survey Map No. 6238, shall be subdivided in the future for use as single-family lots, and that Lot 168 may be developed as a public park. It is the Developer's intent that the total number of new lots resulting from the subdivision of Lot 167 and Lot 2, Certified Survey Map No. 6238 shall not exceed forty (40). Accordingly, the undersigned, on behalf of themselves and on behalf of all persons who may in the future acquire title to any of the Lots, hereby specifically waive any rights to object to the development of said lots for such uses. Furthermore, any new lot created by the subdivision of Lot 167, Wydown Addition to Stonefield Village or Lot 2,

Certified Survey Map No. 6238, shall be considered as "lots within the Wydown Addition to Stonefield Village" for the purpose of Sections 2, 7 and 8 hereof.

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IN WITNESS WHEREOF, the undersigned parties have executed this document as of this _____ day of _____, 1992.

OWNER OF LOTS 146, 149, 150,
162, 163, 167, 169 THROUGH
208, INCLUSIVE, AND LOT 2,
C.S.M. NO. 6238

A & J DEVELOPMENT CORPORATION

By: _____


Anthony J. Haen, Jr.
President

Attest: _____


Jeffrey J. Haen, Secretary

AUTHENTICATION

Signatures of Anthony J. Haen, Jr. and Jeffrey J. Haen, authenticated this _____ day of _____, 1992.

Jesse S. Ishikawa
Member, State Bar of Wisconsin