

**DECLARATION OF COVENANTS, RESTRICTIONS
AND CONDITIONS FOR THE PLAT OF WESTVIEW
MEADOWS VILLAGE OF WAUNAKEE, DANE
COUNTY, WISCONSIN**

Declaration made the 13th day of November, 2000, by John Ganser of Prairie du Sac, Wisconsin, the same being the Owner and interested party in the premises affected hereby and described as :

The Plat of WESTVIEW MEADOWS located in the Village of Waunakee, Dane County, Wisconsin

(Such land referred to herein as "The Plat").

John Ganser, ("The Developer"), owner of the described premises hereby declares that the Plat, and the lots included therein, are subject to the following restrictions, covenants and conditions:

A. AREA COVENANTS:

(1). **LAND USE AND BUILDING TYPE.** All of the described residential lots described shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling unit not to exceed two stories in height. Each dwelling unit shall have a private garage of not less than two (2) nor more than three (3) cars attached to or located in a lower level of the dwelling unit. No dwelling shall be limited to a single roof line.

(2). **ARCHITECTURAL CONTROL.** For all buildings erected or placed on any lot within The Plat, the plans, specifications, and site plans must be submitted to the Developer, or its duly authorized agent, or his successors and assigns, for written approval as to quality of workmanship and materials, harmony of exterior colors, size, location with respect to topography, and finish grade elevation, prior to commencement of any construction on any such lot.

In the event Developer or the Architectural Control Committee does not approve or reject such plans, specifications and site plans within 15 days after the same have been submitted to the approving authority, then such approval shall not be required.

For each building erected or placed on any lot within The Plat, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Architectural Control Committee. Developer may withhold its consent to any proposed contractor or builder for reasons such as financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent business person then developing a neighborhood of quality residential homes.

(3). **RESIDENTIAL MINIMUM DWELLING SIZE.** The following minimum finished floor area requirements shall apply for all single family residential lots.

- a. No single story dwelling unit shall contain less than 1300 square feet on the main level.
- b. No raised ranch or two story dwelling shall contain less than a total 1600 square feet of which a minimum of 900 square feet shall be on the main level.
- c. No tri-level dwelling unit shall contain less than a total of 1900 square feet.

For the purpose of determining finished floor area, stair openings shall be included, but open or screen porches, attached garages, and unfinished basement area shall be excluded.

(4). RESIDENTIAL LANDSCAPING. The minimum landscaping for each structure on a single family residential lot shall consist of:

- a. Sodding or seeding the entire yard.;
- b. Three (3) conifer shrubs having a planting height of at least two (2) feet and;
- c. Two (2) shade trees planted at least one of them being placed in the front yard, (Said trees to have a diameter of at least 1 inch).

Any variation must be approved in writing by the Developer or the Architectural Control Committee.

(5). EXTERIOR ALTERATION. No alteration in the exterior appearance of existing buildings, including but not limited to exterior remodeling and the construction of patios and decks, shall be made without the written approval of the Developer or the Architectural Control Committee.

(6). SITE ALTERATION. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No earth, rock, gravel or clay shall be excavated or removed without the approval of the Developer or the Architectural Control Committee. All dwellings shall be located at such elevation as approved by the Developer or the Architectural Control Committee.

(7). ASSIGNMENT BY DEVELOPER. The Developer, after a period of fifteen (15) years from the date of first recording of this Declaration or after all of the lots in The Plat have been sold, whichever occurs first, may elect to assign its right to approve all of the items listed in paragraphs 1 through 4 above to the Architectural Control Committee.

(8). DRIVEWAYS. All driveways must be concrete and completed within one year of commencement of work on improvements. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not. Accessory buildings are expressly prohibited whether for fee or not. Accessory buildings are expressly prohibited except where previously approved by the Developer or the Architectural Control Committee. Landscape planting and the maintenance of the premises and adjoining street terrace shall be the responsibility of the abutting land owner to maintain same in a safe and travelable condition.

(9). PROHIBITED USES. No trailer, basement, tent, shack, garage, barn or any part thereof, shall ever be used as a residence, temporary or permanent.

(10). PROHIBITED STORAGE. Storage of boats, trailers, travel trailers, snowmobiles, 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 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 for a period exceeding two (2) hours.

(11). LOT MAINTENANCE. 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 free from noxious weeds. The owner shall be responsible for maintaining the lot in a neat appearance. Prior to substantial completion of the dwelling building, the owner must mow the lawn or cover crop on the lot at least two (2) times annually. Subsequent to substantial completion of the dwelling building, the owner must mow the lawn or cover crop on the lot at least eight (8) times annually. This paragraph shall not be construed to prevent a family garden or orchard.

(12). TIMELY CONSTRUCTION/REPURCHASE. On any lot conveyed by deed from the Developer, construction shall be commenced within three (3) years from the date of such deed. Upon violation of this restriction, the Developer shall have the option to repurchase said lot at the original sale price, without further adjustment or allowance, unless written approval is given by Developer.

(13). COMPLETION OF IMPROVEMENTS. Construction of all buildings shall be completed within nine (9) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and/or seeding) shall be completed within ninety (90) days of completion of construction, provided weather conditions so allow.

(14). **ANTENNAS AND FENCES PROHIBITED.** No exterior antennas, (except mini dishes smaller than 36"), walls or fences shall be permitted unless approved in writing by the Developer or the Architectural Control Committee as to location, material, height and color.

(15). **ACTIVITIES PROHIBITED.** 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. 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.

(16). **ACCESSORY STRUCTURES.** No outbuildings or accessory building of any nature shall be erected on any lot without prior written approval of the Developer or the Architectural Control Committee.

(17). **WOODPILES.** No woodpiles shall be stored outside the structure(s) located on the lot.

(18). **ZONING REQUIREMENTS.** All buildings constructed on any lot in The Plat shall conform to all governmental zoning requirements and all side-yard or set-back requirements imposed by local ordinance.

(19). **TERM.** These restrictions run with the land and shall be binding on all persons having an interest in The Plat for a period of twenty-five (25) years after The Plat is recorded, at which time these restrictions will terminate, unless, the Architectural Control Committee recorded its notice of extension of these restrictions, in which case the restrictions may be extended for additional ten-year periods, with unlimited number of extensions permitted. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of these covenants and restrictions within said 25 years, 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.


B. ARCHITECTURAL CONTROL COMMITTEE:

(1). After the expiration of fifteen (15) years after the first recording of this Declaration, unless Developer releases such rights earlier by recorded instrument, the plans, specifications, and site plans must be submitted to a committee of three persons, elected by a majority of persons holding title to any lot or lots in said plat, for approval in writing by a majority of said committee as to all of the items enumerated in the preceding paragraph. The election of said committee shall be held annually on the second Monday in January of each even numbered year, at a site selected by the Developer or the previous committee. Vacancies created between elections shall be filled by the remainder of the committee. Said committee shall be referred to as the Architectural Control Committee.

(2). The Architectural Control Committee shall maintain written records of all applications submitted and of all actions taken by the Committee. Until the expiration of fifteen (15) years, or earlier if Developer elects to release such control, all plans, applications, and requests shall be submitted to the Developer, c/o John Ganser, 1900 Prairie Street, Prairie du Sac, Wisconsin 53578, or at such other address as directed by the Developer. After such time the Committee shall establish a mailing address or office location for such purpose.

IN WITNESS WHEREOF, John Ganser has caused this instrument to be executed this 13th day of November, 2000.

DEVELOPER/OWNER:



John Ganser