

Walnut Grove Neighborhood

Summary of Covenants

September 2015

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Introduction and Scope

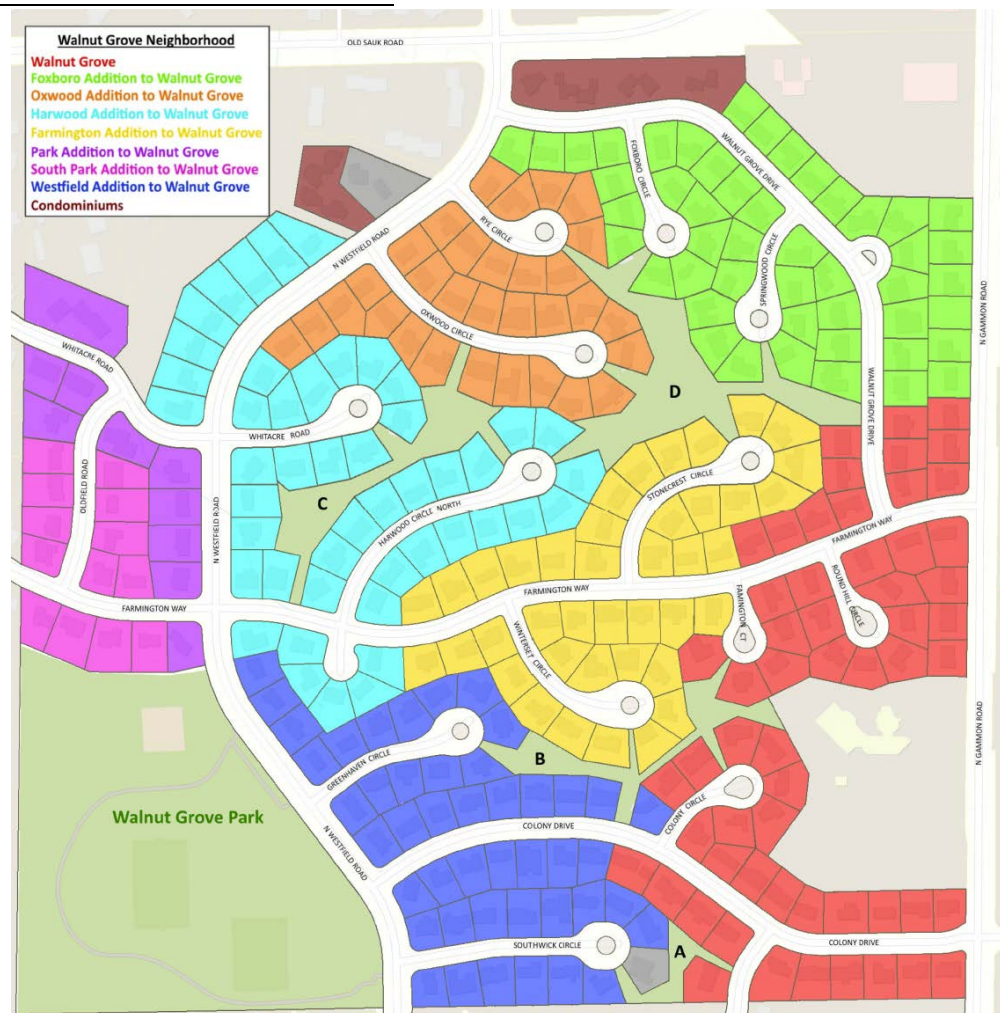
The purposes of the deed restrictions and covenants are to maintain the consistent character of the neighborhood thereby preserving the property values for all homeowners. The following document contains a summary of the recorded declaration of conditions, covenants, restrictions, and easements covering the neighborhood of Walnut Grove, Madison, WI. We will refer to these legal records as the “covenants” hereafter. Walnut Grove neighborhood was developed in several additions. Each addition was developed with its own implementation plan and binding covenants. This document attempts to

summarize the covenants for the entire Walnut Grove neighborhood in an easy to follow format. Please refer to the [official covenants](#) for your addition to Walnut Grove.

Many of the initial covenants allow for exceptions with approval by Westaire, Inc or a subsequent approval authority. Walnut Grove Homes Association, Inc. (WGHA) is now the approval authority according to the covenants. WGHA has established an architectural control committee (ACC) to oversee the approval of alteration to properties.

This document intends to clarify the policies for granting an exception when allowed by the covenants. WGHA may NOT grant exceptions which violate Madison city ordinances. We will try to denote areas where existing laws applies in **red** text; however, you should always check current ordinances. More information from the city can be found at <https://www.cityofmadison.com/dpced/bi/>. In cases where an exception may be granted, we will denote a WGHA policy applying to any exceptions in **green** text. Hyperlinks and bookmarks are in **blue**.

Map of Additions to Walnut Grove



[The official covenants for each Walnut Grove addition may be found below.](#) Please refer to the official document which covers your addition to the Walnut Grove neighborhood.

Summary of the Covenants

I. RESIDENCE TYPES

All lots shall primarily be used for residential purposes only. Accordingly, no commercial operations of any kind, other than limited home office operations, shall be allowed. Residences are allowed one (1) garage not exceeding capacity of three (3) cars, which must be attached to the house.

II. DECKS, PORCHES, AND PATIOS

Maintenance of decks, porches, and patios do not need to be approved by ACC. New construction or alterations, such as changing material or foot print must be approved. Please refer to the [approval process](#) section below.

III. MODIFICATION OF EXISTING STRUCTURE

Any alteration or change from original approval in building footprint (addition to foundation or cantilevered section) or elevation (materials and/or second story addition) must be reviewed and approved by the ACC prior to commencement of any work. This required approval also includes any property that may be slated as a “tear down” with a plan for new construction. Please refer to the approval process section below. Solar panels are permitted as long as they are attached to the house and the plans are approved by ACC.

Each addition to Walnut Grove has specific building requirements. Please refer to the specific implementation plan detailed in the covenants for your Walnut Grove addition.

IV. ACCESSORY BUILDINGS

Accessory buildings are prohibited without ACC approval. ACC shall continue to prohibit all out-buildings including accessory dwelling units, dog houses/kennels, etc.

V. FENCES

Property fences are restricted to a maximum of 36 inches in height, with an exception for compliance with local ordinances (i.e. swimming pool enclosures). Any exemptions to these requirements must be approved by the ACC. **In the case of a fence on a retaining wall, the fence height is measured including the height of the retaining wall.** When granting an exception for compliance with local ordinances, the approved fence height will be the minimum height complying with local ordinance. The ACC will not approve fences that extend beyond the front corners of any dwelling. The ACC may approve a single section of fence, with dimensions not exceeding 72 inches in height and 120 inches in length, to be used as a privacy screen in the rear or side yard. Privacy screens shall be architecturally compatible with the primary structure.

The city of Madison does not require a permit for fencing; however, it does have ordinances which govern the location, height, and materials of fences/hedges. (Link: [City fence/hedge information](#))

VI. COMMERCIAL OR SERVICE VEHICLES

Commercial or service vehicles or work trailers owned or operated by residents of WGHA homes must be stored inside garages or off the premises. Contractor, construction, or service vehicles or trailers are prohibited except at the construction site during active projects of limited duration.

VII. RECREATIONAL VEHICLE STORAGE

Storage of boats, travel trailers, mobile homes, campers and other recreational vehicles are prohibited unless kept inside garages. This shall not prohibit the seasonal storage of such vehicles or the temporary storage of such vehicles for the purpose of loading or unloading during non-seasonal times.

VIII. DOMESTIC ANIMALS AND LIVESTOCK

Domestic animals must be housed within the principal structure. Commercial animal boarding, kenneling, or treatment is expressly prohibited whether for fee or not. Keeping of livestock is similarly prohibited. *In addition, bees and poultry currently allowed by the City of Madison require fencing or structures which conflict with WGHA covenants, therefore, not permitted.*

IX. LANDSCAPING AND PROPERTY MAINTENANCE

The lot owner is responsible for maintaining a neat appearance. *All lawns shall be maintained to a height not to exceed eight (8) inches in length.* All lot area not used as building site shall be kept as lawn or cultivation as family garden. Landscape planting 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 property are prohibited.

X. MODIFICATIONS TO GRADE

Modification to the finish grade of the lot must be compatible with adjacent lots and approved by ACC. The owner may not change the elevation of the utility easement in excess of six (6) inches without the permission of Madison Gas and Electric Company. The owner shall be responsible for any damages caused by changes in grade more than six (6) inches.

Enforcement and Fees

A general annual fee is assessed to all single family and duplex lots in Walnut Grove. The general fees are used to defray the costs of maintaining property deeded to WGHA. The owner as of January 1 is responsible for paying the general assessment fees. Interest will be charged for fees not paid by April 1.

WGHA may charge a special assessment to cover the cost of enforcing the covenants. This means that the owner will be charged the costs for removal of weeds, grass, or any other unsightly or undesirable objects. Written notice will be given to the owner at least ten (10) days prior to abatement.

Fees and special assessments made against the property are considered a lien on the property. WGHA has the right to take judgement against the owner for the amount owed plus accrued interest and cost of collection. Purchasers of a lot are obligated to pay any fees or special assessments provided that the assessments have been reduced to the original amount owed.

WGHA cannot police every property for violations. If you feel that there is a property in violation, please discuss it with the offending party prior to bringing the violation to the WGHA board. The board will arbitrate any issues according to the covenants and take action as allowed in the covenants.

ACC Approval Process

The WGHA Board of Directors appoints one board member as chair of an architectural control committee (ACC). The ACC is comprised of at least three (3) members whom are responsible for the review and approval of any alterations bound by WGHA Covenants. In addition, the City of Madison will require a stamped approved application from the ACC prior to issuing a building permit. It is the responsibility of the home owner to submit a project for approval prior to the start of any construction.

Examples of projects requiring ACC approval includes but is not limited to building additions, decks, porches, fences, landscaping as regards to any elevation changes and storm water runoff, and exterior renovations to existing house such as material changes.

Application: <http://walnutgrovemadison.com/architectural-control-committee/> (click Request from)

The review process:

- 1) Complete an application, which is available as a [download](#) on the WGHA website or from the ACC chair.
- 2) Add drawings and additional documentation required to explain the project.
 - a) Site plan with building addition/deck/porch shown in relation to existing house
 - b) Elevations of addition including adjacent existing house
 - c) Floor plan(s) of proposed addition/deck
 - d) Dimensions shown on all drawings
 - e) Materials proposed for addition/deck/porch
- 3) Complete submission must include three hard copies of application and drawings or digital copy to be distributed for review to committee. A submission is not considered complete until the ACC chair has deemed all submitted materials acceptable for review.
- 4) When application submission is complete, the 15 day review period begins. The ACC approves or denies a project with a stamped and signed application.
 - a) In the case of denied applications, the ACC chair will give the applicant notice of the decision and will make effort to explain how the project could be approved.
 - b) Approved applications must begin construction within one (1) year of acceptance. After one (1) year, a new application must be filed.

The ACC chair will maintain a logbook with the date application was received, the actions taken and the date the applicant was notified of the decision. The homeowner should maintain a record of the approval documentation should proof be required in the future.

Official Covenants

<https://rod.countyofdane.com/plat/default.aspx> (Use the search bar:)

Find your addition: [MAP](#)

Links: [Walnut Grove](#), [Foxboro](#), [Oxwood](#), [Harwood](#), [Farmington](#), [Park](#), [South Park](#), [Westfield](#)

DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR
WALNUT GROVE

City of Madison, Dane County, Wisconsin

WHEREAS, WESTAIRE, INC., owner of the land known as WALNUT GROVE, in the City of Madison, Dane County, Wisconsin, and recorded as Document No. 1248117, Dane County Registry desires to control purposes for which the land in said plat is used as well as obligating the owners of said land to be bound by certain conditions, restrictions, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, Westaire, Inc., hereby declares and provides that all of the lots in Walnut Grove, in the City of Madison, be and the same hereby are subject to the following restrictions, covenants, conditions, and easements:

1. The lots in Walnut Grove 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. One single-family dwelling not exceeding two stories in height.
 - b. One garage not exceeding capacity for three cars, which garage must be attached to the house.
2. Although the City of Madison presently requires a thirty foot set back, the committee shall have the specific right to approve a set back of less than that amount to extent permitted by Madison General Ordinances if it feels such set back is in conformity with the over all development.

3. All lot area not used as a building site or lawn or under cultivation as a family garden shall be kept under a cover crop or so cultivated or tended to keep it free of noxious weeds. Each lot owner shall mow the lot at least four times annually and maintain the lot in a neat appearance.

4. No lot as platted shall be resubdivided. This covenant shall not be construed to prevent the use of more than one lot as one building site.

5. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or become a nuisance to the neighborhood. This shall not be construed to prevent a family garden and orchard.

6. No trailer, basement, tent, shack, garage, barn or out-building, or any part thereof, erected in said plat, 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.

7. No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction which has been approved by the Plan Committee, as hereinafter set forth.

8. So long as Westaire, Inc., has any title to any part of said plat, no building shall be erected or placed thereon until the plans, specifications, plot plat and elevations showing the location of such building have been approved in writing by two (2) officers of Westaire, Inc., or their agent appointed in writing for such purpose.

After Westaire, Inc., ceases to have title to any lot in said plat, no building shall be erected or placed on any lot until the plans, specifications, plot plan and elevations showing the locations of such building have been approved in writing by a committee of three persons designated by the board of directors of Walnut Grove Homes Association, Inc., pursuant to the by-laws of said corporation. Westaire, Inc., after a period of five (5) years from the date of plat or after sixty-five (65%) per cent of the lots in said plat have been sold, whichever occurs first, may elect to assign its rights to approve such plans, specifications, plot plans and elevations to said association. In the event such association does not designate the committee to approve such plans and specifications or in the event Westaire, Inc., or the committee does not approve or reject such plans, specifications, plot plan and elevations within fifteen (15) days after the same have been submitted to the approving authority, then such approval shall not be required. In any case, either with or without approval as hereinbefore required, no single story home, raised ranch or split level structure shall be erected with a main floor area of less than 1650 square feet and the owner shall not be entitled to any credit for square footage for any duplication of living areas below the main floor area. No two story house may be erected with less than 2000 square feet of living space and the first floor area must have a minimum of 1000 square feet.

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. The failure to secure approval shall not be grounds for forfeiture of title.

9. No plans shall be approved unless the owner furnishes a plot plan which indicates the elevation of the house relative to the street elevation which must be furnished to Westaire, Inc., or its subsequent approving authority, to be kept by it and such approval shall not be granted unless the finish 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 Westaire, Inc., or its subsequent approving authority, deems to be the reasonably desirable grade level for the lot in question. Westaire, Inc., or its subsequent approving authority, shall maintain a copy of all approved previous plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either Westaire, Inc., or its subsequent approving authority, or either of the adjacent neighbors a cause of action against the person violating such grading plan.

10. The owner shall not change the elevation of the utility easement in excess of six inches without the permission of Madison Gas and Electric Company and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six inches.

11. No fences over three feet in height shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by Westaire, Inc., or its subsequent approving authority. No out-buildings shall ever be erected on the premises without approval of Westaire, Inc., or subsequent approving authority.

12. 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, 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.

13. All single family and duplex lots in Walnut Grove shall be subject to a general annual charge or assessment, determined by the Walnut Grove Homes Association for the purpose of defraying the costs of maintaining the landscaping, walkways, hard surfaced areas, lighting, and recreational facilities in the areas deeded to the association by the developer as shown on the plat with a maximum annual charge not to exceed Forty (\$40.00) Dollars per lot except that the association may increase such maximum amount only upon an affirmative vote of at least fifty (50%) per cent of the members entitled to vote at either an annual meeting or a special meeting called for such purpose, with notice as provided for in the by-laws of the association. Westaire, Inc., shall take care of the initial seeding, sodding, landscaping, walkways, and lighting of such areas and to pay for the entire maintenance of such areas for the balance of 1969 and all of 1970. In November or December of 1970 the association shall determine its budget for 1971 and shall assess against each lot a pro rata share of the costs of maintaining such area for the following year based on the assessed value of the property for the previous year. The owner of record as of January 1, of each year shall be personally responsible for the assessment for that year and such assessments shall also be a lien upon the real estate, but such lien shall be

subordinate to any existing mortgage or other lien of record prior to the date the assessment is made. Such amount shall be payable on or before February 1 of that year and if not paid by February 1 shall draw interest at the highest rate allowable by law and if not paid on or before April 1 of each year the association shall have the right to take judgment against the owner for the amount plus accrued interest and reasonable costs of collection with the interest after judgment to be at the same maximum allowable rate. Westaire, Inc., further provides that in the event Walnut Grove Homes Association does not maintain such areas that the City of Madison may take over the maintenance of such areas and assess against the properties in the Walnut Grove Homes Association the pro rata share of such maintenance charges, which assessment shall be a lien against the real estate. Such assessment shall be included on each tax bill for each and every parcel whose owner is in the Walnut Grove Homes Association. If the Walnut Grove Association votes to terminate their association, the lands owned by the association shall be deeded to the City of Madison at no cost to the City of Madison and all unexpended maintenance funds shall be paid over to the city treasurer without restrictions, and all single family and duplex lots shall continue to be subject to the maintenance assessments as provided above in this section.

14. All single family and duplex lots shall also be subject to special assessment by the board of directors of the association to cover all or any portion of expenses incident to the enforcement of the recorded declaration of conditions, covenants, restrictions, and easements covering said lot including in the case of a vacant, unimproved, or unkept lot its maintenance and the removal of weeds, grass, or any other unsightly or undesirable objects therefrom, provided, however, that written notice shall be

given to the owner of the lot informing him of any demands for corrections of violations at least ten days prior to the institution of legal proceedings or correction of defaults. Such assessments shall be a lien on the real estate as well as a personal obligation of the owner except that the liens shall be subordinate to any prior existing mortgages or other liens. The association shall have the absolute right to enter upon any unimproved lot for the purpose of enforcing the terms and conditions of the preceding paragraph.

15. The right to collect or enforce the collection of the charges or special assessments is hereby exclusively delegated to the association except that if the City of Madison shall determine, after thirty (30) days written notice to the association, that the association has not and in the future can not maintain the property of the association in accordance with these covenants, the City may succeed to all the rights and obligations of the association. The purchasers of lots shall be personally obligated to pay such charges and special assessments upon the land purchased provided, however, that such delinquent assessments have been reduced to judgment so as to constitute a lien on the property and notice to the purchaser.

16. Westaire, Inc., is the owner of the other lands in sections 14 and 23 of Town 7 North, Range 8 East, which are now in the City of Madison and reserves the right to add the remaining property to the Walnut Grove Homes Association at the time of any subsequent platting of these additional properties and, if it does so elect to add such properties to the association, such properties shall be subject to the by-laws of Walnut Grove Homes Association, Inc., except, it is specifically provided, that areas designated for multiple family, town houses, churches or other non residential areas shall be specifically excluded

from the Association and shall not be involved with the payment for the maintenance of the areas owned by the Homes Association, including the church site involved in this original plat and designated as lot 28. It is specifically anticipated that all of the single family and duplex lots in the Northeast quarter of section 23 will be involved in this Home Association but that separate Home Associations may be set up for the areas north of Old Sauk Road and located in Section 14.

17. This declaration shall run with the land and shall be binding upon all persons claiming under developer for a period of Thirty (30) years from the date this declaration is recorded, after which time it shall automatically stand renewed for successive ten (10) year periods unless an instrument terminating or changing such covenants in whole or in part is signed by the owners of at least fifty (50%) of the local assessed valuation of all lots subject to the Walnut Grove Homes Association Restrictions and also approved by the City of Madison.

18. It is specifically understood that a comprehensive development plan has been submitted to the City of Madison which calls for duplex zoning on lots fronting on Old Sauk Road and multi family and town houses zoning on lots in the west half of the north east quarter of section 23 and persons acquiring title to any lots in Walnut Grove specifically waive any rights to object to rezoning of such property to provide for such apartment construction.

IN WITNESS WHEREOF, Westaire, Inc., has caused these presents to be signed by Patrick J. Lucey, its President, and countersigned by Jean Lucey, its Secretary, this 15th day of August, 1969.

IN THE PRESENCE OF:

Robert C. Voss
Mary L. Ireland

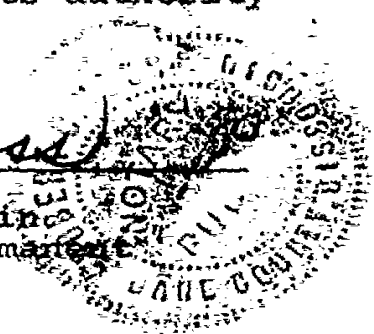
WESTAIRE, INC. (No corp. seal)

Patrick J. Lucey (SEAL)
Patrick J. Lucey, President
Jean Lucey (SEAL)
Jean Lucey, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 15th day of August, 1969, Patrick J. Lucey, President and Jean Lucey, Secretary, of the above named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes herein contained.

Robert C. Voss
Robert C. Voss
Dane County, Wisconsin
My Commission is Permanent



This instrument drafted by Robert C. Voss
119 East Main Street
Madison, Wisconsin

Office of Register of Deeds }
Dane County, Wisconsin }

Received for Record August 15
A. D. 1969 at 2:25 o'clock P.M
and recorded in vol. 128
of Records on page 1
Harold K. Higley Registrar

DECLARATION OF
 VOL. 363 PAGE 418
 CONDITIONS, COVENANTS, RESTRICTIONS, AND EASEMENTS
 FOR

FOXBORO ADDITION TO WALNUT GROVE
 City of Madison, Dane County, Wisconsin

WARRLAS, WESTAIRE, INC., owner of Foxboro Addition to WALNUT GROVE, except Lots 65, 116 and 120, in the City of Madison, Dane County, Wisconsin, and recorded as Document No. 1307987, Dane County Registry desires to control purposes for which the land in said plat is used as well as obligating the owners of said land to be bound by certain conditions, restrictions, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, Westaire, Inc., hereby declares and provides that all of the lots in Foxboro Addition to Walnut Grove, except lots 65, 116 and 120, inclusive, in the City of Madison, and the same hereby are subject to the following restrictions, covenants, conditions and easements as well as the provisions as set forth in the Specific Implementation plan approved by the City of Madison and recorded as Document No. 1334689, Dane County Registry.

1. The lots in Foxboro Addition to Walnut Grove, except lots 65, 116 and 118 through 120 inclusive, 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. Lots 50 through 64; Lots 66 through 77; and Lots 80 through 114 including modifications and variations thereof, shall be utilized exclusively for single family structures each having not less than two (2) nor more than three (3) automobile garage stalls and located within an attached or basement garage. Only two (2) domestic animals may be had 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 except where approved and authorized by Hostaire, Inc. or its subsequent approving authority. Landscape planting 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. Street trees will be planted by the City and specially assessed to adjoining lot owner. Where public walks exist on public streets, it is the responsibility of the abutting single family lot owner to maintain same in a safe and travelable condition.

The following minimum floor requirements shall apply to the following lots:

1. Lots 59 through 64 inclusive shall have not less than 1450 square feet for a single story, split level or raised ranch nor less than 1900 square feet for two story houses.

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2. Lots 66 through 77 and 85 through 114 shall have not less than 1650 square feet for a single story or raised ranch and not less than 2900 square feet for a two story. Two story houses to have not less than 1000 square feet of living space on the first floor level. All areas of lots not used as a building site or lawn or under cultivation as a family garden shall have cover crop or so cultivated or tended to keep it free of noxious weeds. The owner shall be responsible for maintaining the lot in a neat appearance.

3. Lots 73 through 84 inclusive, shall be utilized for the purposes allowed on lots opposite or Walnut Grove Drive or for duplex family structures. Not less than one (1) nor more than two (2) attached or basement garage stalls shall be provided to each family dwelling unit.

4. Lots 115 and 117 shall be utilized only for multi-family residence structures without limitation on the number of family dwelling units within any one structure and Lots 118 and 119 shall be utilized for automobile service stations sites, or other retail commercial uses or office buildings as permitted in the C-2 Madison Zoning District. For purposes of this use restriction, a family occupying any dwelling unit, within the multi-family structure, shall be defined the same as the definition for single family lots, except that a resident, individual, prime tenant for any single dwelling unit in a multi-family structure may sub-lease to not more than two (2) roomers. No commercial

use of any kind may be conducted within an individual dwelling unit. Management and leasing offices necessary and accessory to the principal use of the premises are expressly permitted.

2. No trailer, basement, tent, shack, garage, barn or out-building, or any part thereof, erected in said plat, 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.

3. No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction which has been approved by Westaire, Inc., as hereinafter set forth.

4. So long as Westaire, Inc., has any title to any part of said plat, no building shall be erected or placed thereon until the plans, specifications, plot plan and elevations showing the location of such building have been approved in writing by one of the officers of Westaire, Inc., or its agent appointed in writing for such purpose.

After Westaire, Inc., ceases to have title to any lot in said plat, no building shall be erected or placed on any lot until the plans, specifications, plot plan and elevations showing the locations of such building have been approved in writing by a committee of three (3) persons designated by the board of directors of Walnut Grove Homes Association, Inc., pursuant to the by-laws of said corporation. Westaire, Inc., after a period of five (5) years from the date of plat or after sixty-five (65%) per cent of the lots

in said plat have been sold, whichever occurs first, may elect to assign its rights to approve such plans, specifications, plot plans and elevations to said association. In the event such association does not designate the committee to approve such plans and specifications or in the event Westaire, Inc., or the committee does not approve or reject such plans, specifications, plot plan and elevations within fifteen (15) days after the same have been submitted to the approving authority, then such approval shall not be required.

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. The failure to secure approval shall not be grounds for forfeiture of title.

5. No plans shall be approved unless the owner furnishes a plot plan which indicates the elevation of the house relative to the street elevation which must be furnished to Westaire, Inc. or its subsequent approving authority, to be kept by it and such approval shall not be granted unless the finish 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 Westaire, Inc., or its subsequent approving authority, deems to be the reasonably desirable grade level for the lot in question. Westaire, Inc., or its subsequent approving authority, shall maintain a copy of all approved previous plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either Westaire, Inc., or

its subsequent approving authority, or either of the adjacent neighbors a cause of action against the person violating such grading plan.

6. The owner shall not change the elevation of the utility easement in excess of six inches without the permission of Madison Gas and Electric Company and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six inches.

7. No fences over three (3) feet in height shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by Westaire, Inc., or its subsequent approving authority. No out-buildings shall ever be erected on the premises without approval of Westaire, Inc., or subsequent approving authority.

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

9. All single family and duplex lots in Foxboro Addition to Walnut Grove shall be subject to a general annual charge or assessment, determined by the Walnut Grove Homes Association, Inc. for the purpose of defraying the costs of maintaining the landscaping, walkways, hard surfaced areas, lighting, and recreational facilities in the areas deeded to the association by the developer as shown in the

plat with a maximum annual charge not to exceed Forty (\$40.00) Dollars per lot except that the association may increase such maximum amount only upon an affirmative vote of at least fifty (50%) per cent of the members entitled to vote at either an annual meeting or a special meeting called for such purpose, with notice as provided for in the by-laws of the association. Westaire, Inc., shall take care of the initial seeding, sodding, landscaping, walkways, and lighting for such areas and to pay for the entire maintenance of such areas for the balance of 1972 and all of 1973. In November or December of 1973 the association shall determine its budget for 1974 and shall assess against each lot a pro rata share of the costs of maintaining such area for the following year based on the assessed value of the property for the previous year. The owner of record as of January 1, of each year shall be personally responsible for the assessment for that year and such assessments shall also be a lien upon the real estate, but such lien shall be subordinate to any existing mortgage or other lien of record prior to the date the assessment is made. Such amount shall be payable on or before February 1 of that year and if not paid by February 1 shall draw interest at the highest rate allowable by law and if not paid on or before April 1 of each year the association shall have the right to take judgment against the owner for the amount plus accrued interest and reasonable costs of collection with the interest after judgment to be at the same maximum allowable rate. Westaire, Inc., further provides that in the event Walnut Grove Homes Association, Inc., does not maintain such areas that the City of Madison may take over the maintenance of such areas and assess against the properties in the Walnut Grove Homes Association, Inc. the pro rata

share of such maintenance charges, which assessment shall be a lien against the real estate. Such assessment shall be included on each tax bill for each and every parcel whose owner is in the Walnut Grove Homes Association, Inc. If the Walnut Grove Homes Association votes to terminate their association, the lands owned by the association shall be deeded to the City of Madison at no cost to the City of Madison and all unexpended maintenance funds shall be paid over to the City Treasurer without restrictions, and all single family and duplex lots shall continue to be subject to the maintenance assessments as provided above in this section.

10. All single family and duplex lots shall also be subject to special assessment by the board of directors of the Association to cover all or any portion of expenses incidental to the enforcement of the recorded declaration of conditions, covenants, restrictions, and easements covering said lot including in the case of a vacant, unimproved, or unimproved lot its maintenance and the removal of weeds, grass, or any other unsightly or undesirable objects therefrom, provided, however, that written notice shall be given to the owner of the lot informing him of any demands for corrections of violations at least ten (10) days prior to the institution of legal proceedings or correction of defaults. Such assessments shall be a lien on the real estate as well as a personal obligation of the owner except that the liens shall be subordinate to any prior existing mortgages or other liens. The association shall have the absolute right to enter upon any unimproved lot for the purpose of enforcing the terms and conditions of the preceding paragraph.

11. The right to collect or enforce the collection of the charges or special assessments is hereby exclusively delegated to the association except that if the City of Madison shall determine, after thirty (30) days written notice to the association, that the association has not and in the future can not maintain the property of the association in accordance with these covenants, the City may succeed to all the rights and obligations of the association. The purchasers of lots shall be personally obligated to pay such charges and special assessments upon the land purchased provided, however, that such delinquent assessments have been reduced to judgment so as to constitute a lien on the property and notice to the purchaser.

12. Westaire, Inc., is the owner of the other lands in Sections 14 and 23 of town 7 North, Range 6 East, which are now in the City of Madison and reserves the right to add the remaining property to the Walnut Grove Homes Association, Inc. at the time of any subsequent platting of these additional properties and, if it does so elect to add such properties to the association, such properties shall be subject to the by-laws of Walnut Grove Homes Association, Inc., except, it is specifically provided, that areas designated for multiple family, town houses, churches or other non-residential areas shall be specifically excluded from the Association and shall not be involved with the payment for the maintenance of the areas owned by the Homes Association. It is specifically anticipated that all of the single family and duplex lots in the Northeast quarter of

Section 23 will be involved in this Home Association but that separate Home Associations may be set up for the areas north of Old Sauk Road and located in Section 14. The outlots in Foxboro Addition to Walnut Grove shall be added to the outlots in the original plat of Walnut Grove and will all become a part of the one Walnut Grove Homes Association, Inc.

13. This declaration shall run with the land and shall be binding upon all owners of property covered by this document 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 unless an instrument terminating or changing such covenants in whole or in part is signed by the owners of at least fifty per cent (50%) of the local assessed valuation of all lots subject to this document and also approved by the City of Madison.

14. It is specifically understood that a Comprehensive Development Plan has been approved by the City of Madison for Westaire, Inc. which calls for commercial development, nursing home development and group housing and apartment development on the north side of Old Sauk Road and on the west side of Westfield Road and persons acquiring title to any lots in Foxboro Addition to Walnut Grove specifically waive any rights to object the Specific Implementation Plan which will be submitted in the future as these areas are platted.

15. It is understood that the City of Madison permitted deletion of sidewalk installation on Old Sauk Road and Gammon Road

and have not at this time set any grades for these streets and lot owners of lots fronting on these streets shall obtain sidewalk grades prior to starting construction and construct their lot grade to meet that proposed sidewalk grade. If, at any time in the future, the City of Madison determines that sidewalks are required the purchasers of lots 69 through 84, 71 through 84, 115 and 117 through 119 shall be subject to special assessment for the cost of such sidewalk installation.

II. WILLISS WHEELCOF, Vestaire, Inc., has caused these presents to be signed by Robert C. Voss, its President and Charleen A. Harranson, its Secretary, this 28 day of July, 1972.

IN THE PRESENCE OF:

Paul L. Voss, Jr.

Mary L. Lamm

WILLISS WHEELCOF, INC. (No Corporate Seal)

BY: Robert C. Voss
Robert C. Voss, President

Charleen A. Harranson
Charleen A. Harranson, Secretary

STATE OF WISCONSIN)
COUNTY OF DANE) SS

Personally came before me this 28th day of July, 1972, Robert C. Voss, President and Charleen A. Harranson, Secretary, of the above named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes herein contained.

Paul L. Voss, Jr.

Notary Public, Dane County, Wisconsin
My Commission is Permanent



This instrument drafted by: Voss, Lesson & Koberstein
119 East Main Street
Madison, Wisconsin

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1334690

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Office of Register of Deeds }
Dane County, Wisconsin } ss

Received for Record _____

19 1911 April 12 P.M.

and recorded in vol. 363

of Deeds or 418

Book of Deeds

VOL. 363 PAGE 429

Voss, Nasson + Victoria
119 East Main
Madison, Wis.

12/12

TO: The Common Council of the City of Madison

and

The Civil Commission of the City of Madison

RE: Rexford Village - Phase I, Specific Implementation Plan
covering Foxboro Addition to Walnut Grove, excepting
lots 68, 116 and 120.

Gentlemen,

Westaire, Inc., the owner of the above described property
hereby submits a Specific Implementation Plan covering the property
pursuant to Section 28.07(c) (3), City Ordinances of the City of
Madison.

a. Attached hereto is a copy of a recorded plat of Foxboro
Addition to Walnut Grove.

b. A pattern of public roads, are set out and dedicated in
the plat and include portions of Westfield Road and Walnut Grove
Drive as principal roads with cul-de-sacs on Foxboro Circle and
Springwood Circle. Westfield Road and Walnut Grove Drive will have
public sidewalks and as further development takes place to the
south there will be blacktop walkways installed along the private
driveways as shown on the general development plan. All driveways
to single family and duplex parcels are to commence at the public
street curb and terminate in the least possible distance at garage
entries. The duplex lots, being lots 76 through 84 inclusive, will,
either have a driveway between lots 83 and 84 and a common drive along
the northerly portions of lots 76 through 83 or not to exceed
four (4) joint driveways to serve garages in these duplex lots.
Joint driveways shall be maintained in a safe, passable and
attractive condition by the owners served and such maintenance

will be insured by appropriate covenants. In the instance of the multi-family parcels, driveways shall be limited in number to that allowed by the plat restrictions and driveway ordinances of the City of Madison. Private walkways shall join the public walkways along the boundary streets and will join the separate buildings. The number and extent of drives and walks are to be limited while yet achieving adequate, attractive, convenient and safe circulation routes.

c. Detailed lot layout shall be as portrayed by the recorded plat provided that lot and lot line adjustments may be made to facilitate varied or improved building siting and construction, if and when determined, at the time of construction design of the individual structure to be placed upon the separate lots. Adjustments to lot size or shape shall be made only with the approval of Westaire, Inc. or its approving authority under the recorded restrictions and then only to vacant parcels. Any such lot modifications shall be recorded in the Register of Deeds' office. This is intended primarily to allow combining of more than two (2) lots for less than the same number of building sites. Nothing herein is intended to authorize action contrary to the requirements for certified surveys or replats as required in Section 16.23 of the City of Madison Ordinances.

d. The architectural character and site arrangement of building groups, other than single family residences, shall conform to the following locations and design principles.

1. Duplex structures (Lots 78 through 84 inclusive).

Duplex structures shall be designed to present an attractive

building face of a single family residence character toward all public streets. Driveway openings shall be limited to a maximum of four (4) in number. It is an objective to have shared use of driveways. Site grading is to achieve surface water drainage flow primarily to Old Sauk Road. Landscape planting of the northerly 20 to 30 feet of the duplex lots is to be done in such a manner to present an inviting, yet partially-screened, view of the duplex lots to viewers along Old Sauk Road.

2. Multi-family Structures (Lots 115 and 117). These structures shall be sited in such manner as to minimize the extent of paved driveways and number of driveway curb openings to achieve the best possible appearance and views of and from them; to achieve a balanced, spatial and aesthetic grouping character of structures on these lots, as well as on the adjoining future multi-family and recreational use lots; to be best served by a system of open spaces and private walks to and from adjoining future parcels, the public greenway and the streets; and to permit site grading, storm drainage and public utility service objectives of public agencies to be best achieved. The architectural character of the buildings and site improvements are to present a residential, environmental character to residents. Recreational facilities and open spaces are to be sufficient in quantity and amenities to achieve a low turn over

of occupancy of housing units to be erected; and to be adequately coordinated in design and location with similar facilities and spaces on adjoining, future parcels. Structures are to be so designed as to relate visually to each other and to existing nearby buildings in terms of placement, scale, materials, color and texture. Long, monotonous building facades will be avoided in design by such means as offsetting building walls and varying roof lines. To the extent feasible, all trees having a projected long-life shall be preserved. Prior to approval of plans for Lots 115 or 117, the developer shall determine the intended treatment of existing buildings which are to remain on the adjacent recreational center site, if any.

e. Sanitary sewer, water main and laterals shall be of such size and location to meet the approval of the municipal departments responsible for same.

f. The grading and storm drainage system of the duplex and multi-family lots (Lots 78-84, 115 and 117) shall be done in such manner as to achieve storm water flow to streets and greenway locations satisfactory to the City Engineer and attain the site planning principles in paragraph d.

g. Open space areas shall be located and treated to achieve the site plan principles under paragraph d. Recreational facilities for Lots 115 and 117 shall follow the park and open space guide lines of sub-neighborhood park facilities and shall be furnished by the developer.

h. Areas dedicated to the public appear on the plat of the Foxboro Addition to Walnut Grove.

i. The landscape treatment will include individual lot owner responsibility for sodding, seeding and plant materials on all lots. Westaire, Inc. shall be responsible for the initial plantings on the Northerly 30 feet of Lots 78 through 84 and the grading and seeding of the terrace adjoining Old Sauk Road. The Owner-developer(s) of Lots 115 and 117 will be responsible for initial grading and sodding of the street terrace along Old Sauk Road as well as appropriate maintenance of the same. Street tree and terrace planting and maintenance shall be the responsibility of the adjoining lot owners. Outlots 5 through 9 inclusive shall be graded, sodded and planted by Westaire, Inc., with maintenance of same in accordance with the recorded deed restrictions and covenants by Walnut Grove Homes Association, Inc. Improvement plans for said outlots shall be submitted for approval by municipal authorities and shall be completed prior to or concurrent with the completion of construction on adjoining lands.

j. Proof of financing capability is evidenced by approval of the recorded plat and by related contracts and performance bonds on file for utilities and improvements to public ways.

k. The economic impact upon the community is beneficial as evidenced in the following schedule of estimated building value per dwelling unit and likely tax revenue based on the current average ratio of assessed value and mill rate after completion:

48 single family residents and lots'		
Estimated total value	\$2,400,000.00	
Estimated assessed value		\$1,400,000.00
7 duplex structures and lots		
Estimated total value	350,000.00	
Estimated assessed value		200,000.00
Outlots 115 and 117		
Estimated total value	2,400,000.00	
Estimated assessed value		1,400,000.00
GROSS TOTAL	\$5,150,000.00	\$3,000,000.00
Tax Revenue at 55 mills		
\$165,000.00		

This is supported by the Cost-Revenue Study completed by the City of Madison Planning Department for the year 1970.

It is estimated that there will be .2 children per dwelling unit in the multi-family and .5 children per single family of school age on a sustaining basis under current projections. Based on these projections there would be a total of approximately Fifty-five (55) children in the overall project when completed, of school age, on a sustaining basis.

1. It is expected that the development schedule will proceed along normal development lines. Development has already commenced with the installation of water and sewer mains during the 1971-72 construction period with contracts having already been executed for the street improvements. The street construction is projected to be completed and accepted by the City on or before August 1, 1972. Building permits will be issuable for all of the single family lots after acceptance by the City. It is anticipated that the duplex and multi-family lots will be developed during the period of 1972-1973 and that the single family lots will be developed during the period of 1972-1974. The

area and location of the common open space is set forth in Outlots 5 through 9 inclusive and Lot 116 which will be provided concurrently with the completion of the streets.

m. Following is a summary of matters relating to the use of the individual lots in the plat and the developer will record deed restrictions applying to the design, construction, use and maintenance of the premises and improvements to be located on the lots excepting Lots 65, 116 and 120.

1. Lots 59 through 64; Lots 66 through 77; and Lots 85 through 114 including modifications and variations thereof, shall be utilized exclusively for single family structures each having not less than two (2) nor more than three (3) automobile garage stalls and located within an attached or basement garage. For purposes of these restrictions, a family is defined as an individual, or two or more persons related by blood, marriage or legal adoption, living together as a single housekeeping unit in a single dwelling, including foster children, domestic servants and, where owner occupied, not more than four (4) roomers, (where tenant occupied, not more than one (1) roomer). A single family structure may be used for a professional or business office when such office is incidental to the principal use as a single family residence, and less than three hundred (300) gross square feet in area is used and conducted without an identification

sign or label displayed on the premises and without any outside employees. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for fee or not. Accessory uses to the principal permitted use of a single family residence are permitted of interior spaces within the principal structure, such as lobby or craft activities, when such accessory use is conducted without disturbance or nuisance to adjoining premises. Landscape planting and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. 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. There are no specific front, side or rear yard requirements, except as determined by Testaire, Inc. or its subsequent approving authority for each lot. No building shall be closer than eight (8) feet to an interior lot line without the approval of the adjoining lot owner, if said adjoining lot is built upon. On the streets on which public sidewalks are installed, the minimum set back shall be twenty (20) feet unless a lesser set back is approved by the Traffic Engineer or the traffic official designated by the City of Madison. Permanent front and side yards are to be determined at the time of initial building and site plan approval. Each plot plan shall be submitted

on a sheet sized 8-1/2" x 11" and shall show building location and floor elevations, existing and finished lot, grades, driveways, parking, walkways, and future building expansion, if any. Upon approval, each plot plan shall be recorded in the office of the Register of Deeds and thereafter, unless change is approved by Westaire, Inc. or its subsequent approving authority, shall be the official controlling restriction on the specific structural use of each premises. There is a maximum building height of two and one-half (2-1/2) stories or thirty-five (35) feet. The building height is to be measured from the proposed finish grade adjacent to the first floor of the structure. Except buildings of more than two and one-half (2-1/2) stories or thirty-five (35) feet may be built where the vertical elevation differential between the adjoining street pavement grade and a point on the building site fifty (50) feet from said pavement exceeds nine (9) feet.

2. Lots 78 through 84 inclusive, shall be utilized for the purposes allowed on lots opposite on Walnut Grove Drive or for duplex family structures. All of the provisions, approvals and restrictions applying to said opposite lots apply to the subject lots, except not less than one (1) nor more than two (2) attached or basement garage stalls shall be provided to each family dwelling unit and the owners of said lots shall be individually responsible for the planting and maintenance of the Old Sauk Road street terrace as well as Walnut Grove Drive street terraces.

3. Lots 115 and 117 shall be utilized only for multi-family residence structures without limitation on the number of family dwelling units within any one structure. For purposes of this use restriction, a family occupying any dwelling unit, within the multi-family structure, shall be defined the same as the definition for single family lots, except that a resident, individual, prime tenant for any single dwelling unit in a multi-family structure may sub-lease to not more than two (2) roomers. No commercial use of any kind may be conducted within an individual dwelling unit. Management and leasing offices necessary and accessory to the principal use of the premises are expressly permitted.

The maximum number of family dwelling units having an average of two (2) bedrooms each to be allowed in the respective lots shall be limited to forty (40) for Lot 115 and ninety-two (92) for Lot 117. There shall be provided no less than 1.25 parking stalls nor more than 2.25 parking stalls per family dwelling unit. Parking stalls may be uncovered or covered. Before any working drawings or construction plans are prepared, the developer and his design professionals shall meet with the City Planning Department staff and discuss the design considerations which will affect the site under consideration. The maximum building covering shall be thirty-five percent (35%) of the gross residential area excluding buildings used

primarily for parking or common recreation and the minimum open space shall be thirty-five percent (35%) of gross residential area. The minimum off street parking is referenced to existing requirements and in the event that the minimum were raised by the City of Madison Ordinances the minimum requirements shall be increased for any projects not having received prior approval. Plan approval or disapproval will be governed by the restrictions and provisions herein and by the design principles specified in the Specific Implementation Plan approved by the City of Madison under 28.07(g) (3). There are no specified building set backs or yards except there is a minimum public street set back of twenty (20) feet on the above mentioned lots and a minimum set back from the west property line of Lot 117 of twenty (20) feet for all buildings which are to be built above existing lot grade.

4. Lots 118 and 119 shall be used for retail commercial uses or office buildings as permitted in the C-2 Madison Zoning District and may specifically be used for service stations. Before any work drawings or construction plans are prepared, the developer and his design professionals shall meet with the City Planning staff to discuss the design considerations which will affect the site under consideration. Such designs shall relate to other existing structures in the area including multi-family and duplex structures across

Old Sauk Road. The maximum building coverage shall be thirty-five per cent (35%) of the gross area excluding buildings used primarily for parking. The minimum landscape area shall be fifteen per cent (15%) of the gross area of the site and the minimum off street parking shall be that required by the City of Madison Ordinances at the time of approval.

5. Approval of the site, building, utilities, grading, drainage, landscape and parking plans will be required of the developer of Lots 115, 117, 118 and 119 from City of Madison departments. At the present time these departments are Planning, Parks, Engineering, Traffic Engineering, Fire, Water, and Building Inspection. In the event future departments would normally be inspecting these plans they shall also be submitted to such future departments. Site and building plans submitted for approval shall include the following drawings and information as applicable to the separate use sites:

- a. Existing and proposed site grades
- b. Building locations and floor elevations
- c. Building floor plans and exterior elevations
- d. Construction details, cross-sections and specifications
- e. Plans for underground public and private utility service
- f. Storm drainage and tree protection plans
- g. Parking lot, driveway and curb opening plans

- h. Open space, recreational facilities and sidewalk plans
- i. Site lighting plans
- j. Grounds maintenance and trash storage collection plans
- k. Statistical information on building and parking coverage, open space provided, parking stalls, units per acre and estimated construction cost
- l. Landscape planting plan and schedule, including screening plans for parking lots.
- m. Proof of financial capability to complete the project prior to occupancy
- n. Detailed information and location of any building, parking or landscape structure or feature which may be constructed in the future
- o. Written statements relating to design, use and maintenance capability of the proposed project with adjoining private land developments and public ways.

City department approvals are to be based upon the design principles, standards and restrictions herein specified and upon applicable City of Madison Ordinances other than the Zoning Ordinance.

Approvals or disapprovals shall be completed by the City of Madison departments within three (3) weeks after submission.

6. This document plus the required plans to be submitted and approved only by City staff at a later date prior to issuance of a building permit constitute the Specific Implementation Plan. It is specifically understood that this Specific Implementation Plan is a part of the City Zoning Ordinances and shall become the binding requirements when recorded. The minimum safety requirements of the City Zoning Code with respect to vision obstruction by screening or structures at intersections of public streets or private drives remains in effect however. The City of Madison shall have the right to enforce this plan and penalties for any violations shall be those penalties provided for in the Zoning Ordinance. Wherever there is any question as to the meaning or interpretations of this plan, the definitions in the City Ordinances shall be binding.

This plan may be amended only by following the provisions of the City of Madison Ordinances in effect at that time, the same as if a new Specific Implementation Plan were being submitted.

No building permit shall be issuable by the City of Madison unless the building plans and plot plan have been approved by Westaire, Inc. or its subsequent approving authority under the provisions set forth in the recorded covenants, which approval shall be indicated on the face of the plans and plot plan before submission to the building inspector for issuance

of a building permit. Westaire, Inc. to notify the building inspector of the authorized signature(s) required for such approval.

In the event of any disapproval for proposed improvements on Lots 115, 117, 118 and 119 by City department staff, the developer shall have the right to appeal to the Plan Commission which shall base its action upon the design principles, standards and restrictions contained herein and in Section 28.07(4) of the City of Madison Ordinances.

IN WITNESS WHEREOF, Westaire, Inc., has caused these presents to be signed by Robert C. Voss, its President and Charleen A. Hermanson, its Secretary this 28th day of July, 1972.

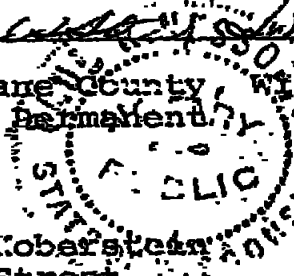
IN THE PRESENCE OF:

<u>Paul L. Messon, Jr.</u>	WESTAIRE, INC. (No Corporate Seal)
<u>Mary L. Brown</u>	BY: <u>Robert C. Voss</u> (SEAL) Robert C. Voss, President
	<u>Charleen A. Hermanson</u> (SEAL) Charleen A. Hermanson, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 28th day of July, 1972, Robert C. Voss, President and Charleen A. Hermanson, Secretary, of the above named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes herein contained.

Paul L. Messon, Jr.
Notary Public, Dane County, Wisconsin
My Commission is Permanent.




This instrument drafted by: Voss, Messon & Kobelstein
119 East Main Street
Madison, Wisconsin

RESOLUTION (By the Madison Common Council)

RESOLVED: That a Specific Implementation Plan known as Wexford Village - Phase I, located south of Old Sauk Road and west of Gammon Road, City of Madison, Dane County, Wisconsin, and all related data which has been duly filed for approval of the Madison Common Council, be and the same is hereby approved as required by Section 28.07(4)(g) of the ordinances of the City of Madison, and shall be recorded with the Dane County Register of Deeds.

Said Specific Implementation Plan is hereby made an integral component of the zoning district regulations for property rezoned by Ordinance No. 3942.

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Madison, Wisconsin, at a meeting held on the 13th day of June, 1972.



Eldon L. Hoel
City Clerk



FOXBORO ADDITION TO WALNUT GROVE

LOCATED IN THE SE 1/4 OF SECTION 14 AND IN THE NE 1/4 OF SECTION 23, T7N, R8E, CITY OF MADISON, DANE COUNTY, WISCONSIN

LEAVE

1. To a 20' wide alleyway on the west side of the property.

2. To a 20' wide alleyway on the east side of the property.

3. To a 20' wide alleyway on the south side of the property.

See sheet 2 of 3

1. To a 20' wide alleyway on the west side of the property.

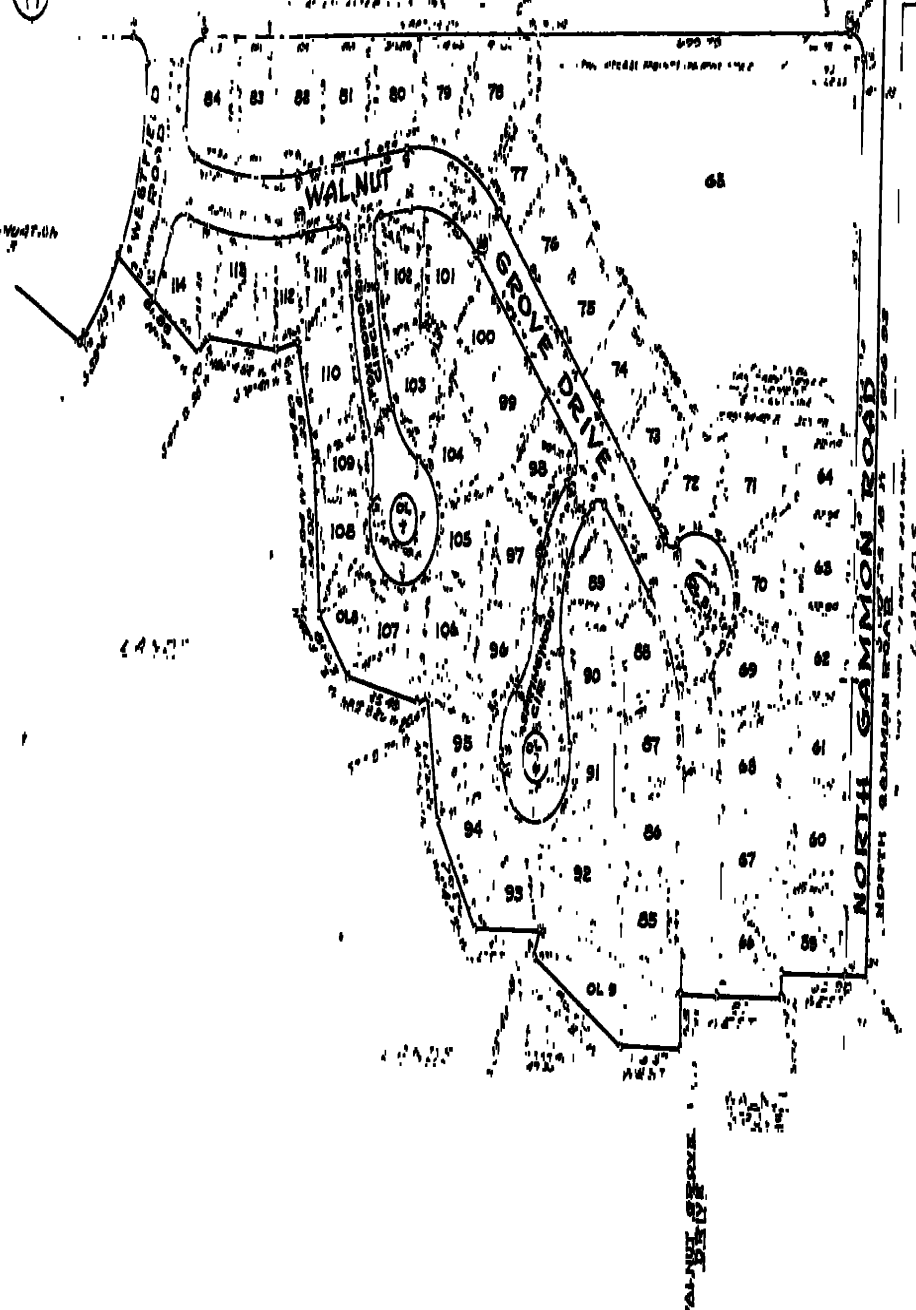
RESERVED RIGHTS
The owner reserves the right to use the property for any purpose whatsoever, including but not limited to, the use of the property as a residential or commercial site, or for any other lawful purpose.

LANDS

OLD SAUK ROAD

WEST 25 20'S 67'00"

OLD SAUK ROAD



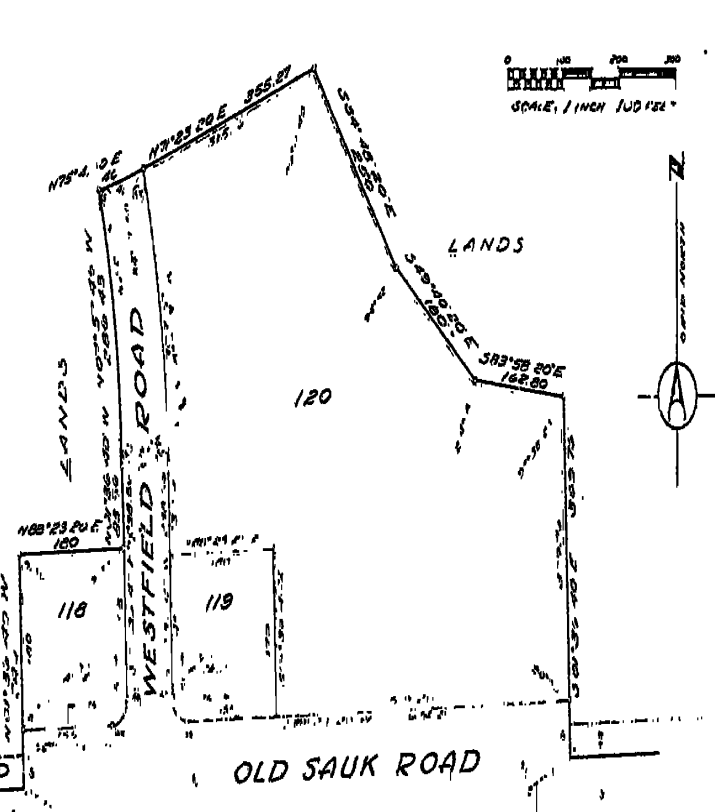
RESERVED RIGHTS
The owner reserves the right to use the property for any purpose whatsoever, including but not limited to, the use of the property as a residential or commercial site, or for any other lawful purpose.

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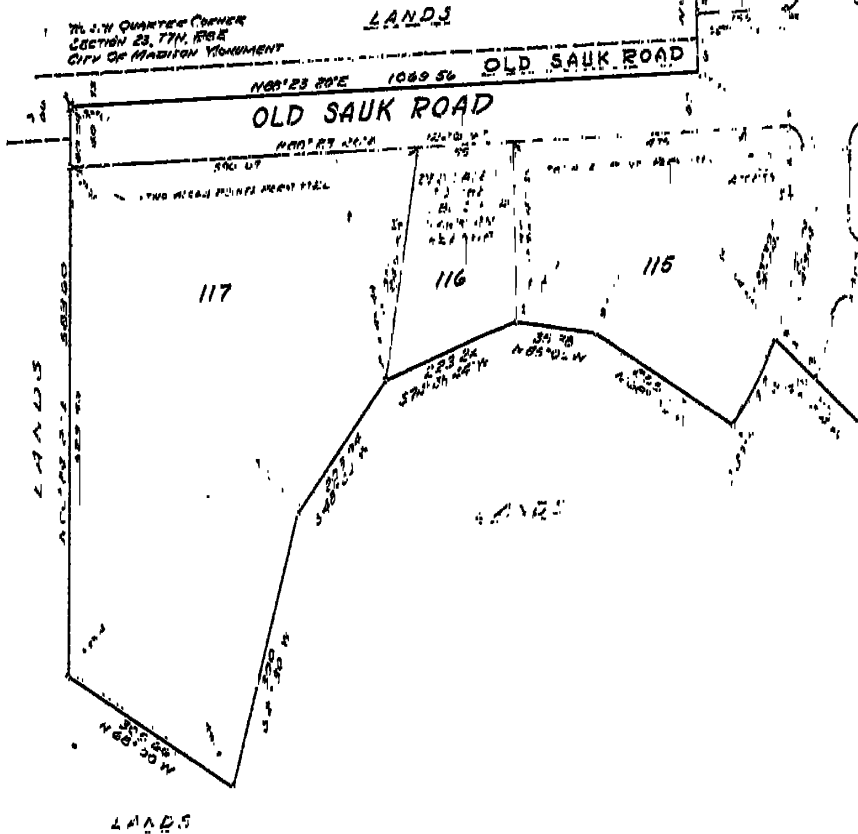
FOXBORO ADDITION TO WALNUT GROVE

LOCATED IN THE SE 1/4 OF SECTION 14 AND IN THE NE 1/4 OF SECTION 23, T7N, R8E,
CITY OF MADISON, DANE COUNTY, WISCONSIN

SECTION	TOWNSHIP	RANGE	ACRES	OWNER	DATE
14	T7N	R8E	36.00
23	T7N	R8E	36.00



As shown on the original plat
of the Foxboro Addition to Walnut Grove
City of Madison, Dane County, Wisconsin
dated 1912



FOR PLAT PURPOSES IN SEE SHEET 1 OF 3

SECTION	TOWNSHIP	RANGE	ACRES	OWNER	DATE
14	T7N	R8E	36.00
23	T7N	R8E	36.00

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Office of Register of Deeds }
Dane County, Wisconsin }^{SS}

Received for Record _____

19 11 at 11:00 o'clock A.M.

and recorded in vol. 363

of Books page 394

Stanley R. Hilde
Register

VOL. 363 PAGE 417

VOL. 363 PAGE 417

Pf
19.00

Voss, Nesson + Kobrowski
19 [Post Office]
Madison, Wis.

DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR

OXWOOD ADDITION TO WALNUT GROVE
City of Madison, Dane County, Wisconsin

WHEREAS, Robert C. Voss, Trustee, the owner of Oxwood Addition to WALNUT GROVE, except Lots 152, 153 and 154, in the City of Madison, Dane County, Wisconsin, and recorded as Document No. 1373193, Dane County Registry desires to control purposes for which the land in said plat is used as well as obligating the owners of said land to be bound by certain conditions, restrictions, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, Robert C. Voss, Trustee, hereby declares and provides that all of the lots in Oxwood Addition to Walnut Grove, except lots 152, 153 and 154, inclusive, in the City of Madison, be and the same hereby are subject to the following restrictions, covenants, conditions and easements as well as the provisions as set forth in the Specific Implementation Plan approved by the City of Madison and recorded as Document No. 1373193, Dane County Registry.

1. That lots in Oxwood Addition to Walnut Grove, except lots 152, 153 and 154 inclusive, 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 except Lots 152, 153 and 154 including modifications and variations thereof, shall be utilized exclusively for single family structures each having not less than two (2) nor more than three (3) automobile garage stalls and located within an attached or basement garage. Only two (2) domestic animals maybe had 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 except where approved and authorized by Westaire, Inc. or its subsequent approving authority. Landscape planting 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. Street trees will be planted by the City and specially assessed to adjoining lot owner. Where public walks exist on public streets, it is the responsibility of the abutting single family lot owner to maintain same in a safe and travelable condition.

The following minimum floor requirements shall apply to the following lots:

1. Lots 121, 130, 131, 148, 149, 150 and 151 shall have not less than 1500 square feet for a single story or raised ranch and not less than 2000 square feet for a two story.

2. Lots 121 through 151 shall have not less than 1650 square feet for a single story or raised ranch and not less than 2000 square feet for a two story. Two story houses to have not less than 1000 square feet of living space on the first floor level. All areas of lots not used as a building site or lawn or under cultivation as a family garden shall have cover crop or so cultivated or tended to keep it free of noxious weeds. The owner shall be responsible for maintaining the lot in a neat appearance.

3. Lot 154 shall be utilized only for multi-family residence structures with a density of not more than twenty-one and one-half (21-1/2) units with an average of two (2) bedrooms per unit.

2. No trailer, basement, tent, shack, garage, barn or out-building, or any part thereof, erected in said plat, 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.

3. No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction which has been approved by Westaire, Inc., as hereinafter set forth.

4. So long as Robert C. Voss, Trustee, has any title to any part of said plat, no building shall be erected or placed thereon until the plans, specifications, plot plan and elevations showing the location of such building have been approved in writing by one of the officers of Westaire, Inc., or its agent appointed in writing for such purpose.

After Robert C. Voss, Trustee, ceases to have title to any lot in said plat, no building shall be erected or placed on any lot until the plans, specifications, plot plan and elevations showing the locations of such building have been approved in writing by a committee of three (3) persons designated by the board of directors of Walnut Grove Homes Association, Inc., pursuant to the by-laws of said corporation. Westaire, Inc., after a period of five (5) years from the date of plat or after sixty-five (65%) per cent of the lots in said plat have been sold, whichever occurs first, may elect to assign its rights to approve such plans, specifications, plot plans and elevations to said association. In the event such association does not designate the committee to approve such plans and specifications or in the event Westaire, Inc., or the committee does not approve or reject such plans, specifications, plot plan and elevations within fifteen (15) days after the same have been submitted to the approving authority, then such approval shall not be required.

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. The failure to secure approval shall not be grounds for forfeiture of title.

5. No plans shall be approved unless the owner furnishes a plot plan which indicates the elevation of the house relative to

the street elevation which must be furnished to Westaire, Inc. or its subsequent approving authority, to be kept by it and such approval shall not be granted unless the finish 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 Westaire, Inc. or its subsequent approving authority, deems to be the reasonably desirable grade level for the lot in question. Westaire, Inc., or its subsequent approving authority, shall maintain a copy of all approved previous plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either Westaire, Inc. or its subsequent approving authority, or either of the adjacent neighbors a cause of action against the person violating such grading plan.

6. The owner shall not change the elevation of the utility easement in excess of six inches without the permission of Madison Gas and Electric Company and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six inches.

7. No fences over three (3) feet in height shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by Westaire, Inc., or its subsequent

approving authority. No out-buildings shall ever be erected on the premises without approval of Westaire, Inc., or its subsequent approving authority.

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

9. All single family lots in Oxwood Addition to Walnut Grove shall be subject to a general annual charge or assessment, determined by the Walnut Grove Homes Association, Inc. for the purpose of defraying the costs of maintaining the landscaping, walkways, hard surfaced areas, lighting, and recreational facilities in the areas deeded to the association by the developer as shown in the plat with a maximum annual charge not to exceed (\$40.00) Dollars per lot except that the association may increase such maximum amount only upon an affirmative vote of at least fifty (50%) per cent of the members entitled to vote at either an annual meeting or a special meeting called for such purpose, with notice as provided for in the by-laws of the association. Westaire, Inc., shall take care of the initial seeding, sodding, landscaping, walkways, and lighting for such areas and to pay for the entire maintenance of such areas for the balance of 1973 and all of 1974. In November or December of 1974 the association shall determine its budget for

1974 and shall assess against each lot a pro rata share of the costs of maintaining such area for the following year based on the assessed value of the property for the previous year. The owner of record as of January 1, of each year shall be personally responsible for the assessment for that year and such assessments shall also be a lien upon the real estate, but such lien shall be subordinate to any existing mortgage or other lien of record prior to the date the assessment is made. Such amount shall be payable on or before February 1 of that year and if not paid by February 1 shall draw interest at the highest rate allowable by law and if not paid on or before April 1 of each year the association shall have the right to take judgment against the owner for the amount plus accrued interest and reasonable costs of collection with the interest after judgment to be at the same maximum allowable rate. Westaire, Inc., further provides that in the event Walnut Grove Homes Association, Inc., does not maintain such areas that the City of Madison may take over the maintenance of such areas and assess against the properties in the Walnut Grove Homes Association, Inc. the pro rata share of such maintenance charges, which assessment shall be a lien against the real estate. Such assessment shall be included on each tax bill for each and every parcel whose owner is in the Walnut Grove Homes Association, Inc. If the Walnut Grove Homes Association votes to terminate their association, the lands owned by the association to terminate their association, the lands owned by the

association shall be deeded to the City of Madison at no cost to the City of Madison and all unexpended maintenance funds shall be paid over to the City Treasurer without restrictions, and all single family and duplex lots shall continue to be subject to the maintenance assessments as provided above in this section.

10. All single family lots shall also be subject to special assessment by the board of directors of the association to cover all or any portion of expenses incidental to the enforcement of the recorded declaration of conditions, covenants, restrictions, and easements covering said lot including in the case of a vacant, unimproved, or unkept lot its maintenance and the removal of weeds, grass, or any other unsightly or undesirable objects therefrom, provided, however, that written notice shall be given to the owner of the lot informing him of any demands for corrections of violations at least ten (10) days prior to the institution of legal proceedings or correction of defaults. Such assessments shall be a lien on the real estate as well as a personal obligation of the owner except that the liens shall be subordinate to any prior existing mortgages or other liens. The association shall have the absolute right to enter upon any unimproved lot for the purpose of enforcing the terms and conditions of the preceding paragraph.

11. The right to collect or enforce the collection of the charges or special assessments is hereby exclusively delegated

to the association except that if the City of Madison shall determine, after thirty (30) days written notice to the association, that the association has not and in the future can not maintain the property of the association in accordance with these covenants, the City may succeed to all the rights and obligations of the association. The purchasers of lots shall be personally obligated to pay such charges and special assessments upon the land purchased provided, however, that such delinquent assessments have been reduced to judgment so as to constitute a lien on the property and notice to the purchaser.

12. Westaire, Inc., and Robert C. Voss, Trustee are the owners of the other lands in Sections 14 and 23 of Town 7 North, Range 8 East, which are now in the City of Madison and reserves the right to add the remaining property to the Walnut Grove Homes Association, Inc., at the time of any subsequent platting of these additional properties and, if it does so elect to add such properties to the association, such properties shall be subject to the by-laws of Walnut Grove Homes Association, Inc., except, it is specifically provided, that areas designated for multiple family, town houses, churches or other non-residential areas shall be specifically excluded from the Association and shall not be involved with the payment for the maintenance of the areas owned by the Homes Association. It is specifically anticipated that all of the single family and duplex lots in the Northeast quarter of

Section 23 will be involved in this Home Association but that separate Home Associations may be set up for the areas north of Old Sauk Road and located in Section 14. The outlots in Oxwood Addition to Walnut Grove shall be added to the original plat of Walnut Grove and Foxboro Addition and shall become a part of the one Walnut Grove Homes Association, Inc.

13. This declaration shall run with the land and shall be binding upon all owners of property covered by this document 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 unless an instrument terminating or changing such covenant in whole or in part is signed by the owners of at least fifty per cent (50%) of the local assessed valuation of all lots subject to this document and also approved by the City of Madison.

14. It is specifically understood that a Comprehensive Development Plan has been approved by the City of Madison for Westaire, Inc. which calls for commercial development, nursing home development and group housing and apartment development on the north side of Old Sauk Road and on the west side of Westfield Road and persons acquiring title to any lots in Oxwood Addition to Walnut Grove specifically waive any rights to object the Specific Implementation Plan which will be submitted in the future as these areas are platted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal

this 1st day of November, 1973.

IN THE PRESENCE OF:

Paul R. Nesson
Paul R. Nesson

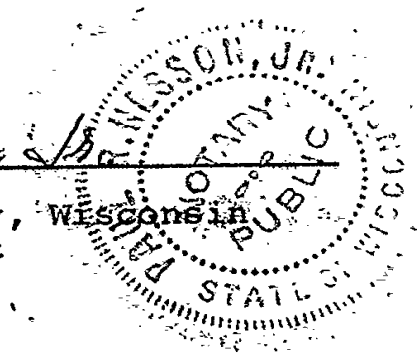
Robert C. Voss Trustee
Robert C. Voss, Trustee

Charleen A. Hermanson
Charleen A. Hermanson

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 1st day of November, 1973,
the above named Robert C. Voss, Trustee to me known to be such
person who executed the foregoing instrument and acknowledged
the same.

Paul R. Nesson, Jr.
Paul R. Nesson, Jr.
Notary Public, Dane County, Wisconsin
My Commission is Permanent



This instrument drafted by: Voss, Nesson & Koberstein
119 East Main Street
Madison, Wisconsin

Office of Register of Deeds }
Dane County, Wisconsin } ss.
Recorded Nov. 28 1973
At 3:20 o'clock P.M.
Harold K. Hill, Register

DECLARATION OF
 CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
 FOR

HARWOOD ADDITION TO WALNUT GROVE
 City of Madison, Dane County, Wisconsin

WHEREAS, ROBERT C. VOSS, owner of HARWOOD ADDITION TO WALNUT GROVE, in the City of Madison, Dane County, Wisconsin, and recorded as Document No. 1404246, Dane County Registry desires to control purposes for which the land in said plat is used as well as obligating the owners of said land to be bound by certain conditions, restrictions, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, ROBERT C. VOSS, hereby declares and provides that all of the lots in Harwood Addition to Walnut Grove, in the City of Madison, be and the same hereby are subject to the following restrictions, covenants, conditions and easements as well as the provisions as set forth in the Specific Implementation Plan approved by the City of Madison and recorded as Document No. 1404247, Dane County Registry.

1. That lots in Harwood Addition to Walnut Grove, 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:

DATE 04 24 3 JUL 16 74

11.00

a. All lots including modifications and variations thereof, shall be utilized exclusively for single family structures each having not less than two (2) nor more than three (3) automobile garage stalls and located within an attached or basement garage. Only two (2) domestic animals may be had 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 except where approved and authorized by Westaire, Inc. or its subsequent approving authority. Landscape planting 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. Street trees will be planted by the City and specially assessed to adjoining lot owner. 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 following minimum floor requirements shall apply:

1. Lots shall have not less than 1650 square feet for a single story or raised ranch and not less than 2000 square feet for a two story. Two story houses to have not less than 1000 square feet of living space on the first floor level. All

areas of lots not used as a building site or lawn or under cultivation as a family garden shall have cover crop or so cultivated or tended to keep it free of noxious weeds. The owner shall be responsible for maintaining the lot in a neat appearance.

2. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, erected in said plat, 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.

3. No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction which has been approved by Westaire, Inc., as hereinafter set forth.

4. So long as Robert C. Voss has any title to any part of said plat, no building shall be erected or placed thereon until the plans, specifications, plot plan and elevations showing the location of such building have been approved in writing by Robert C. Voss or agent appointed in writing for such purpose.

After Robert C. Voss ceases to have title to any lot in said plat, no building shall be erected or placed on any lot until the plans, specifications, plot plan and elevations showing the locations of such building have been approved in writing by a committee of three (3) persons designated by the board of directors of Walnut Grove Homes Association, Inc., pursuant to the bylaws of said corporation. Robert C. Voss, after a period of five (5) years from the date of plat

or after sixty-five (65%) per cent of the lots in said plat have been sold, whichever occurs first, may elect to assign his rights to approve such plans, specifications, plot plans and elevations to said association. In the event such association does not designate the committee to approve such plans and specifications or in the event Westaire, Inc., or the committee does not approve or reject such plans, specifications, plot plan and elevations within fifteen (15) days after the same have been submitted to the approving authority, then such approval shall not be required.

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. The failure to secure approval shall not be grounds for forfeiture of title.

5. No plans shall be approved unless the owner furnishes a plot plan which indicates the elevation of the house relative to the street elevation which must be furnished to Westaire, Inc. or its subsequent approving authority, to be kept by it and such approval shall not be granted unless the finish 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 Westaire, Inc. or its subsequent approving authority, deems to be the reasonably desirable grade level for the lot in question. Westaire, Inc., or its subsequent approving authority, shall maintain

a copy of all approved previous plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either Westaire, Inc. or its subsequent approving authority, or either of the adjacent neighbors a cause of action against the person violating such grading plan.

6. The owner shall not change the elevation of the utility easement in excess of six inches without the permission of Madison Gas and Electric Company and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six inches.

7. No fences over three (3) feet in height shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by Westaire, Inc., or its subsequent approving authority. No outbuildings shall ever be erected on the premises without approval of Westaire, Inc., or its subsequent approving authority.

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

9. All lots in Harwood Addition to Walnut Grove shall be subject to a general annual charge or assessment, determined by the Walnut Grove Homes Association, Inc. for the purpose of defraying the costs of maintaining the landscaping, walkways, hard surfaced areas, lighting, and recreational facilities in the areas deeded to the association by the developer as shown in the plat with a maximum annual charge not to exceed (\$40.00) Dollars per lot except that the association may increase such maximum amount only upon an affirmative vote of at least fifty (50%) per cent of the members entitled to vote at either an annual meeting or a special meeting called for such purpose, with notice as provided for in the bylaws of the association. Westaire, Inc., shall take care of the initial seeding, sodding, landscaping, walkways, and lighting for such areas and to pay for the entire maintenance of such areas for the balance of 1974. Prior to June 1, 1975, and each year thereafter, the association shall determine its budget for 1975 and each following year and shall assess against each lot a pro rata share of the costs of maintaining such area for the following year based on the assessed value of the property for the previous year. The owner of record as of January 1, of each year shall be personally responsible for the assessment for that year and such assessments shall also be a lien upon the real estate, but such lien shall be subordinate to any existing mortgage or other lien of record prior to the date the assessment is made. Such amount shall be payable on or

before February 1 of that year and if not paid by February 1 shall draw interest at the highest rate allowable by law and if not paid on or before April 1 of each year the association shall have the right to take judgment against the owner for the amount plus accrued interest and reasonable costs of collection with the interest after judgment to be at the same maximum allowable rate. Robert C. Voss, Trustee further provides that in the event Walnut Grove Homes Association, Inc., does not maintain such areas that the City of Madison may take over the maintenance of such areas and assess against the properties in the Walnut Grove Homes Association, Inc. the pro rata share of such maintenance charges, which assessment shall be a lien against the real estate. Such assessment shall be included on each tax bill for each and every parcel whose owner is in the Walnut Grove Homes Association, Inc. If the Walnut Grove Homes Association votes to terminate their association, the lands owned by the association to terminate their association, the lands owned by the association shall be deeded to the City of Madison at no cost to the City of Madison and all unexpended maintenance funds shall be paid over to the City Treasurer without restrictions, and all lots shall continue to be subject to the maintenance assessments as provided above in this section.

10. All lots shall also be subject to special assessment by the board of directors of the association to cover all or any portion of expenses incidental to the enforcement of the recorded declaration of conditions, covenants, restrictions, and easements covering said lot including in the case of a

vacant, unimproved, or unkept lot its maintenance and the removal of weeds, grass, or any other unsightly or undesirable objects therefrom, provided, however, that written notice shall be given to the owner of the lot informing him of any demands for corrections of violations at least ten (10) days prior to the institution of legal proceedings or correction of defaults. Such assessments shall be a lien on the real estate as well as a personal obligation of the owner except that the liens shall be subordinate to any prior existing mortgages or other liens. The association shall have the absolute right to enter upon any unimproved lot for the purpose of enforcing the terms and conditions of the preceding paragraph.

11. The right to collect or enforce the collection of the charges or special assessments is hereby exclusively delegated to the association except that if the City of Madison shall determine, after thirty (30) days written notice to the association, that the association has not and in the future can not maintain the property of the association in accordance with these covenants, the City may succeed to all the rights and obligations of the association. The purchasers of lots shall be personally obligated to pay such charges and special assessments upon the land purchased provided, however, that such delinquent assessments have been reduced to judgment so as to constitute a lien on the property and notice to the purchaser.

12. Westaire, Inc. and Robert C. Voss, Trustee are the owners of the other lands in Sections 14 and 23 of Town 7 North, Range 8 East, which are now in the City of Madison and reserves the right to add the remaining property to the Walnut Grove Homes Association, Inc., at the time of any subsequent platting of these additional properties and, if they do so elect to add such properties to the association, such properties shall be subject to the bylaws of Walnut Grove Homes Association, Inc., except, it is specifically provided, that areas designated for multiple family, town houses, churches or other nonresidential areas shall be specifically excluded from the Association and shall not be involved with the payment for the maintenance of the areas owned by the Homes Association. It is specifically anticipated that all of the single family and duplex lots in the Northeast quarter of Section 23 will be involved in this Home Association but that separate Home Associations may be set up for the areas north of Old Sauk Road and located in Section 14. The outlots in Harwood Addition to Walnut Grove shall be added to the outlots in the original plat of Walnut Grove and other additions and will all become a part of the one Walnut Grove Homes Association, Inc.

13. This declaration shall run with the land and shall be binding upon all owners of property covered by this document 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 unless an instrument terminating or changing such covenant in whole or in part is signed by the owners of at least fifty per cent

(50%) of the local assessed valuation of all lots subject to this document and also approved by the City of Madison.

14. It is specifically understood that a Comprehensive Development Plan has been approved by the City of Madison for Westaire, Inc. and Robert C. Voss which calls for commercial development, nursing home development and group housing and apartment development on the north side of Old Sauk Road and on the west side of Westfield Road and persons acquiring title to any lots in Harwood Addition to Walnut Grove specifically waive any rights to object the Specific Implementation Plan which will be submitted in the future as these areas are platted.

IN WITNESS WHEREOF, ROBERT C. VOSS has hereunto set his hand and seal this 16 day of July, 1974.

Robert C. Voss (SEAL)
Robert C. Voss

Signature of ROBERT C. VOSS authenticated this 16th day of July, 1974.

Office of Register of Deeds }
Dane County, Wisconsin } ss.

Thomas S. G. Voss
Title: Member State Bar of Wisconsin
THOMAS S. G. VOSS

Recorded July 16 1974
At 2:45 o'clock pm
Harold K. Hill, Register

This instrument drafted by Robert C. Voss.

TO: The Common Council of the City of Madison

and

The Plan Commission of the City of Madison

Re: WEXFORD VILLAGE - PHASE III, SPECIFIC IMPLEMENTATION
PLAN covering HARWOOD ADDITION TO WALNUT GROVE.

Gentlemen:

ROBERT C. VOSS, TRUSTEE, the owner of the above described property hereby submits a Specific Implementation Plan covering the property pursuant to Section 28.07(g)(3), City Ordinances of the City of Madison.

a. Attached hereto is a copy of a recorded plat of HARWOOD ADDITION TO WALNUT GROVE.

b. A pattern of public roads are set out and dedicated in the plat and include portions of Westfield Road, Whitacre Road, Whitacre Circle, Farmington Way and Harwood Circle. Westfield Road, Whitacre Road and Farmington Way will have public sidewalks. Blacktop walkways will be installed along the private greenways as shown on the general development plan. All driveways to single family parcels are to commence at the public street curb and terminate in the least possible distance at garage entries. Private walkways shall join the public walkways along the boundary streets and will join the separate buildings. The number and extent of drives and walks are to be limited while yet achieving adequate, attractive, convenient and safe circulation routes.

c. Detailed lot layout shall be as portrayed by the recorded plat provided that lot and lot line adjustments may be made to facilitate varied or improved building siting and construction, if and when determined, at the time of construction design of the individual structure to be placed upon the separate lots. Adjustments to lot size or shape shall be made only with the approval of Robert C. Voss or its approving authority under the recorded restrictions and then only to vacant parcels. Any such lot modifications shall be recorded in the Register of Deeds' office. This is intended primarily to allow combining of more than two (2) lots for less than the same number of building sites. Nothing herein is intended to authorize action contrary to the requirements for certified surveys or replats as required in Section 16.23 of the City of Madison Ordinances.

d. Sanitary sewer, water main and laterals shall be of such size and location to meet the approval of the municipal departments responsible for same.

e. Areas dedicated to the public appear on the plat of the Harwood Addition to Walnut Grove.

f. The landscape treatment will include individual lot owner responsibility for sodding, seeding and plant materials on all lots. Street tree and terrace planting and maintenance shall be the responsibility of the adjoining lot owners. Outlots 14 through 17 inclusive shall be graded, sodded and planted by Robert C. Voss, Trustee with maintenance of same in accordance with the recorded deed restrictions and covenants by Walnut Grove Homes Association, Inc. Improvement plans for said outlots shall be submitted for approval by municipal authorities and shall be completed prior to or concurrent with the completion of construction on adjoining lands.

g. Proof of financing capability is evidenced by approval of the recorded plat and by related contracts and performance bonds on file for utilities and improvements to public ways.

h. The economic impact upon the community is beneficial as evidenced in the following schedule of estimated building value per dwelling unit and likely tax revenue based on the current average ratio of assessed value and mill rate after completion:

47 single family dwellings and lots		
Estimated total value	\$2,400,000.00	
Estimated assessed value		\$1,400,000.00
Tax Revenue at 47 mills		
	\$65,800.00	

This is supported by the CostRevenue Study completed by the City of Madison Plan

This is supported by the Cost Revenue Study completed by the City of Madison Planning Department for the year 1970. It is estimated that there will be .5 children per single family of school age on a sustaining basis under current projections. Based on these projections there would be a total of approximately twenty-three and one-half (23-1/2) children in the overall project when completed, of school age, on a sustaining basis.

i. It is expected that the development schedule will proceed along normal development lines. It is anticipated that water and sewer mains and street construction will be completed and accepted by the City on or before November 1, 1974. Building permits will be issuable for all of the

single family lots after acceptance by the City. It is anticipated that the lots will be built on during the period of 1974-1975. The area and location of the common open space is set forth in Outlots 14 through 17 inclusive which will be provided concurrently with the completion of the streets.

j. Following is a summary of matters relating to the use of the individual lots in the plat and the developer will record deed restrictions applying to the design, construction, use and maintenance of the premises and improvements to be located on the lots.

1. All lots in the plat including modifications and variations thereof, shall be utilized exclusively for single family structures each having not less than two (2) nor more than three (3) automobile garage stalls and located within an attached or basement garage. For purposes of these restrictions, a family is defined as an individual, or two or more persons related by blood, marriage or legal adoption, living together as a single housekeeping unit in a single dwelling, including foster children, domestic servants and, where owner occupied, not more than four (4) roomers, (where tenant occupied, not more than one (1) roomer). A single family structure maybe used for a professional or business office when such office is incidental to the principal use as a single family residence, and less than three hundred (300) gross square feet in area is used and conducted without an

identification sign or label displayed on the premises and any outside employees. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for fee or not. Accessory uses to the principal permitted use of a single family residence are permitted of interior spaces within the principal structure, such as hobby or craft activities, when such accessory use is conducted without disturbance or nuisance to adjoining premises. Landscape planting and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. 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. There are no specific front, side or rear yard requirements, except as determined by Robert C. Voss or its subsequent approving authority for each lot. No building shall be closer than eight (8) feet to an interior lot line without the approval of the adjoining lot owner, if said adjoining lot is built upon. On the streets on which public sidewalks are installed, the minimum set back shall be twenty (20) feet unless a lesser set back is approved by the Traffic Engineer or the traffic official designated by the City of Madison. Permanent front and side yards are to be determined at the time of initial building site plan approval. Each plot plan shall be submitted on a sheet sized 8-1/2" x 11" and shall show building location and floor elevations, existing and finished

lot grades, driveways, parking and walkways. Any future additions shall require the approval of Robert C. Voss or its subsequent approving authority. There is a maximum building height of two and one-half (2-1/2) stories or thirty-five (35) feet. The building height is to be measured from the proposed finish grade adjacent to the first floor of the structure. Except buildings of more than two and one-half (2-1/2) stories or thirty-five (35) feet.

2. This document plus the required plans to be submitted and approved only by City staff at a later date prior to issuance of a building permit constitute the Specific Implementation Plan. It is specifically understood that this Specific Implementation Plan is a part of the City Zoning Ordinances and shall become the binding requirements when recorded. The minimum safety requirements of the City Zoning Code with respect to vision obstruction by screening or structures at intersections of public streets or private drives remains in effect however. The City of Madison shall have the right to enforce this plan and penalties for any violations shall be those penalties provided for in the Zoning Ordinance. Wherever there is any question as to the meaning or interpretations of this plan, the definitions in the City Ordinances shall be binding.

3. Lot 154 of Oxwood Addition to Walnut Grove has been included in this plat as a replat of that lot and the Specific Implementation Plan that called for such lot to be used for multi-family dwellings is hereby eliminated and that lot has been replatted as four single family residential lots and the use of that parcel shall henceforth be used only for single family dwellings.

This plan may be amended only by following the provisions of the City of Madison Ordinances in effect at that time, the same as if a new Specific Implementation Plan were being submitted.

No building permit shall be issuable by the City of Madison unless the building plans and plot plan have been approved by Robert C. Voss or its subsequent approving authority under the provisions set forth in the recorded covenants, which approval shall be indicated on the face of the plans and plot plan before submission to the building inspector for issuance of a building permit. Robert C. Voss to notify the building inspector of the authorized signature(s) required for such approval.

IN WITNESS WHEREOF, ROBERT C. VOSS has affixed his hand and seal this 11th day of ~~March~~ ^{April}, 1974.

IN PRESENCE OF:

Charleen A. Hermanson
Charleen A. Hermanson

Robert C. Voss (SEAL)
Robert C. Voss

Thomas G. Voss
Thomas G. Voss

Signature of ROBERT C. VOSS authenticated this 11th day of ~~March~~ ^{April}, 1974.

Thomas G. Voss
Title: Member State Bar of Wisconsin

Drafted by Robert C. Voss.

RESOLUTION (By the Madison Common Council)

RESOLVED: That a Specific Implementation Plan known as WEXFORD VILLAGE - PHASE III, located south of Old Sauk Road and west of Gammon Road, City of Madison, Dane County, Wisconsin, and all related data which has been duly filed for approval of the Madison Common Council, be and the same is hereby approved as required by Section 28.07(g)(4) of the ordinances of the City of Madison, and shall be recorded with the Dane County Register of Deeds.

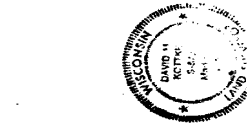
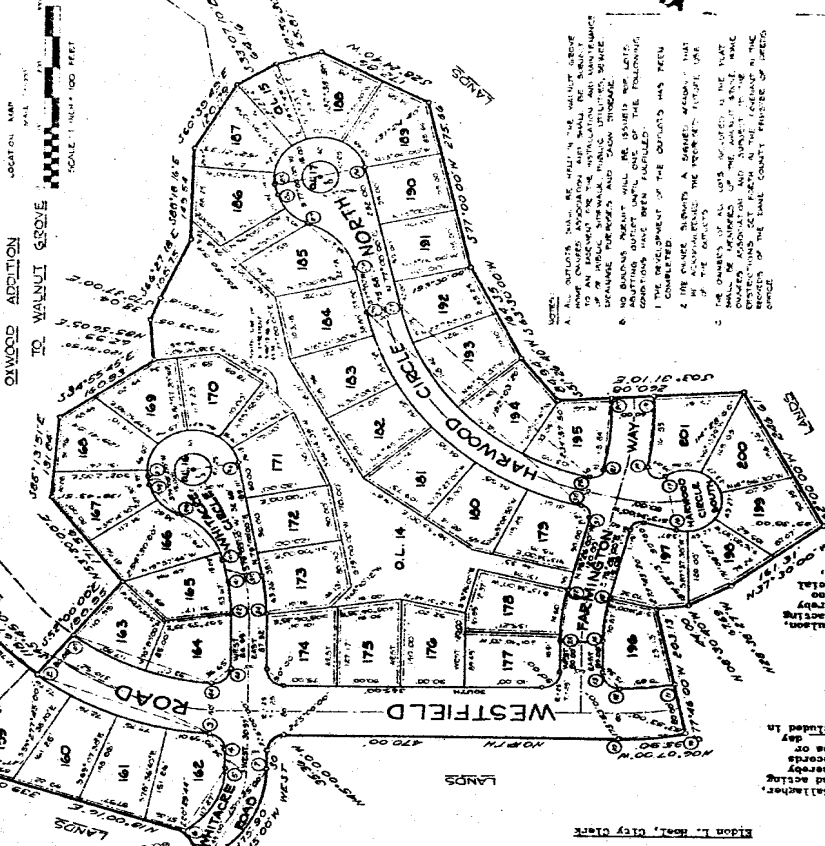
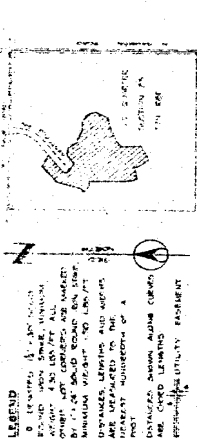
Said Specific Implementation Plan is hereby made an integral component of the zoning district regulations for property rezoned by Ordinance No. 4619.

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Madison, Wisconsin, at a meeting held on the 18th day of June, 1974.

Eldon L. Hoel
Eldon L. Hoel, City Clerk

HARWOOD ADDITION TO WALNUT GROVE

LOCATED IN THE NE 1/4 OF SECTION 23, T7N, R8E, CITY OF MADISON, DANE COUNTY, WISCONSIN



STATE OF WISCONSIN)
COUNTY OF DANE) S.S.
City Treasurer)
I, Harold K. Hill, being duly qualified and acting as City Treasurer of the City of Madison, do hereby certify that in accordance with the records on file in my office, there are no unpaid taxes or delinquent assessments as of the day of May 27th, 1974, on lots 141 through 189, Harwood Addition to Walnut Grove, Madison, Wisconsin.
Dane County Register of Deeds
Harold K. Hill

Table with columns: Lot No., Area, Assessed Value, and Tax Amount. Lists lots 141 through 189 with their respective acreages, assessed values, and taxes for 1974.

David M. Kotler, Registered Land Surveyor... dated this 27th day of May, 1974... 119.09 feet to the center of bearing... 171.18 feet to the center of bearing... 197 feet to the center of bearing... 171.18 feet to the center of bearing... 197 feet to the center of bearing... 171.18 feet to the center of bearing... 197 feet to the center of bearing...

Office of Register of Deeds }
Dane County, Wisconsin } S.S.

Recorded July 16 1974
At 2:45 o'clock PM

Harold K. Hill, Register

DECLARATION OF
 CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
 FOR

FARMINGTON ADDITION TO WALNUT GROVE
 City of Madison, Dane County, Wisconsin

WHEREAS, ROBERT C. VOSS, as TRUSTEE of the owner of FARMINGTON ADDITION TO WALNUT GROVE, in the City of Madison, Dane County, Wisconsin, and recorded as Document No. 1467409, Dane County Registry desires to control purposes for which the land in said plat is used as well as obligating the owners of said land to be bound by certain conditions, restrictions, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, ROBERT C. VOSS, TRUSTEE, hereby declares and provides that all of the lots in FARMINGTON ADDITION TO WALNUT GROVE, in the City of Madison, be and the same hereby are subject to the following restrictions, covenants, conditions and easements as well as the provisions as set forth in the Specific Implementation Plan approved by the City of Madison and recorded as Document No. 1468671, Dane County Registry.

1. That lots in FARMINGTON ADDITION TO WALNUT GROVE, 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 each having not less than two (2) nor more than three (3) automobile garage stalls which shall be located within an attached or basement garage. 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 except where approved and authorized by WESTAIRE, INC. or its subsequent approving authority. Landscape planting 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. Street trees will be planted by the City and specially assessed to adjoining lot owner. 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 following minimum floor requirements shall apply to the following lots:

1. Lots 202 through 222, inclusive, shall have not less than 1650 square feet for a single story, split level or raised ranch on main floor area nor less than 2000 square feet for a two story house with a minimum of 1000 square feet on the first floor.

2. Lots 223 through 241, inclusive, shall have not less than 1650 square feet for a single story, 1488 square feet on the main floor area of split level and raised ranches and 2000 square feet for two story houses with not less than 1000 square feet of living space on the first floor level. All areas of lots not used as a building site or lawn or under cultivation as a family garden shall have cover crop or so cultivated or tended to keep it free of noxious weeds. The owner shall be responsible for maintaining the lot in a neat appearance.

2. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, erected in said plat, 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.

3. No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction which has been approved by WESTAIRE, INC. as hereinafter set forth.

4. So long as Robert C. Voss, Trustee has any title to any part of said plat, no building shall be erected or placed thereon until the plans, specifications, plot plan and elevations showing the location of such building have been approved in writing by WESTAIRE, INC. or its agent appointed in writing for such purpose.

After Robert C. Voss, Trustee ceases to have title to any lot in said plat, no building shall be erected or placed on any lot until the plans, specifications, plot plan and elevations showing the locations of such building have been approved in writing by a committee of three (3) persons designated by the Board of Directors of Walnut Grove Homes Association, Inc., pursuant to the by-laws of said corporation. WESTAIRE, INC. after a period of five (5) years from the date of plat or after sixty-five (65%) per cent of the lots in said plat have been sold, whichever occurs first, may elect to assign its rights to approve such plans, specifications, plot plans and elevations to said association. In the event such association does not designate the committee to approve such plans and specifications or in the event WESTAIRE, INC., or the committee does not approve or reject such plans, specifications, plot plan and elevations within fifteen (15) days after the same have been submitted to the approving authority, then such approval shall not be required.

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. The failure to secure approval shall not be grounds for forfeiture of title.

5. No plans shall be approved unless the owner furnishes a plot plan which indicates the elevation of the house relative to the street elevation which must be furnished to WESTAIRE, INC. or its subsequent approving authority, to be kept by it and such approval shall not be granted unless the finish 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 WESTAIRE, INC. or its subsequent approving authority, deems to be the reasonably desirable grade level for the lot in question. WESTAIRE, INC. or its subsequent approving authority, shall maintain a copy of all approved previous plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either WESTAIRE, INC. or its subsequent approving authority, or either of the adjacent neighbors a cause of action against the person violating such grading plan.

6. The owner shall not change the elevation of the utility easement in excess of six inches without the permission of Madison Gas and Electric Company and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six inches.

7. No fences over three (3) feet in height shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by WESTAIRE, INC. or its subsequent approving authority. No outbuildings shall ever be erected on the premises without approval of WESTAIRE, INC. or its subsequent approving authority.

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

9. All lots in FARMINGTON ADDITION TO WALNUT GROVE shall be subject to a general annual charge or assessment, determined by the Walnut Grove Homes Association, Inc. for the purpose of defraying the costs of maintaining the landscaping, walkways, hard surfaced areas, lighting, and recreational facilities in the areas deeded to the association by the developer as shown in the plat with a maximum annual charge not to exceed (\$40.00) Dollars per lot except that the association may increase such maximum amount only upon an affirmative vote of at least fifty (50%) per cent of the members entitled to vote at either an annual meeting or a special meeting called for such purpose, with notice as provided for in the by-laws of the association. Robert C. Voss, Trustee shall take care of the initial seeding, sodding, landscaping, walkways, and lighting for such areas and to pay for the entire maintenance of such areas for the balance of 1976. In November and December of 1976 the association shall determine its budget for 1977 and shall assess against each lot a pro rata share of the costs of maintaining such area for the following year based on the assessed value of the property for the previous year. The owner of record as of January 1 of each year shall be personally responsible for the assessment for that year and such assessments shall also be a lien upon the real estate, but such lien shall be subordinate to any existing mortgage or other lien of record prior to the date the assessment is made. Such amount shall be payable on or before February 1 of that year and if not paid by February 1 shall draw

interest at the highest rate allowable by law and if not paid on or before April 1 of each year the association shall have the right to take judgment against the owner for the amount plus accrued interest and reasonable costs of collection with the interest after judgment to be at the same maximum allowable rate. Robert C. Voss, Trustee further provides that in the event Walnut Grove Homes Association, Inc., does not maintain such areas that the City of Madison may take over the maintenance of such areas and assess against the properties in the Walnut Grove Homes Association, Inc. the pro rata share of such maintenance charges, which assessment shall be a lien against the real estate. Such assessment shall be included on each tax bill for each and every parcel whose owner is in the Walnut Grove Homes Association, Inc. If the Walnut Grove Homes Association votes to terminate their association, the lands owned by the association shall be deeded to the City of Madison at no cost to the City of Madison and all unexpended maintenance funds shall be paid over to the City Treasurer without restrictions, and all lots shall continue to be subject to the maintenance assessments as provided above in this section.

10. All lots shall also be subject to special assessment by the board of directors of the association to cover all or any portion of expenses incidental to the enforcement of the recorded declaration of conditions, covenants, restrictions, and easements covering said lot including in the case of a vacant, unimproved, or unkept lot its maintenance and the removal of weeds, grass, or any other unsightly or undesirable objects therefrom, provided, however, that written notice shall be given to the owner of the lot informing him of any demands for corrections of violations at least ten (10) days prior to the institution of legal proceedings or correction of defaults. Such assessments shall be a lien on the real estate as well.

as a personal obligation of the owner except that the liens shall be subordinate to any prior existing mortgages or other liens. The association shall have the absolute right to enter upon any unimproved lot for the purpose of enforcing the terms and conditions of the preceding paragraph.

11. The right to collect or enforce the collection of the charges or special assessments is hereby exclusively delegated to the association except that if the City of Madison shall determine, after thirty (30) days written notice to the association, that the association has not and in the future can not maintain the property of the association in accordance with these covenants, the City may succeed to all the rights and obligations of the association. The purchasers of lots shall be personally obligated to pay such charges and special assessments upon the land purchased provided, however, that such delinquent assessments have been reduced to judgment so as to constitute a lien on the property and notice to the purchaser.

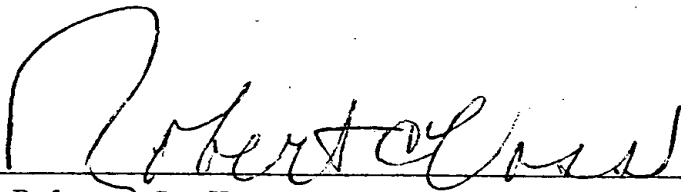
12. Westaire, Inc. and Robert C. Voss, Trustee are the owners of the other lands in Sections 14 and 23 of Town 7 North, Range 8 East, which are now in the City of Madison and reserves the right to add the remaining property to the Walnut Grove Homes Association, Inc., at the time of any subsequent platting of these additional properties and, if they do so elect to add such properties to the association, such properties shall be subject to the by-laws of Walnut Grove Homes Association, Inc., except, it is specifically provided, that areas designated for multiple family, town houses, churches or other nonresidential areas shall be specifically excluded from the Association and shall not be involved with the payment for the maintenance of the areas owned by the Homes Association. It is specifically anticipated that all of the single family and duplex lots in the Northeast quarter of Section 23 will be involved in this Home Association but that separate Home Associations may be set up for the areas north of Old Sauk Road and located in Section 14. The

outlots in FARMINGTON ADDITION TO WALNUT GROVE shall be added to the outlots in the original plat of Walnut Grove and other additions and will all become a part of the one Walnut Grove Homes Association, Inc.

13. This declaration shall run with the land and shall be binding upon all owners of property covered by this document 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 unless an instrument terminating or changing such covenant in whole or in part is signed by the owners of at least fifty (50%) per cent of the local assessed valuation of all lots subject to this document and also approved by the City of Madison.

14. It is specifically understood that a Comprehensive Development Plan has been approved by the City of Madison for Westaire, Inc. and Robert C. Voss, Trustee which calls for commercial development, nursing home development and group housing and apartment development on the north side of Old Sauk Road and on the west side of Westfield Road and persons acquiring title to any lots in FARMINGTON ADDITION TO WALNUT GROVE specifically waive any rights to object to the Specific Implementation Plan which will be submitted in the future as these areas are platted.

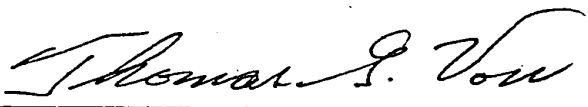
IN WITNESS WHEREOF, ROBERT C. VOSS has hereunto set his hand and seal this 14th day of May, 1976.



Robert C. Voss, Trustee (SEAL)

Signature of ROBERT C. VOSS authenticated this 14th day of May, 1976.

Office of Register of Deeds }
Dane County, Wisconsin }



Recorded May 14 1976

Title: Member State Bar of Wisconsin

At 11:40 o'clock A-M

Harold K. Hill, Register
This instrument drafted by Robert C. Voss.

Amendment
V. 824 P. 165
#1524521

1508325

DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
PARK ADDITION TO WALNUT GROVE
City of Madison, Dane County, Wisconsin

WHEREAS, ROBERT C. VOSS, as TRUSTEE of the owner of PARK ADDITION TO WALNUT GROVE, in the City of Madison, Dane County, Wisconsin, and recorded as Document No. 1504890, Dane County Registry desires to control purposes for which the land in said plat is used as well as obligating the owners of said land to be bound by certain conditions, restrictions, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, ROBERT C. VOSS, TRUSTEE, hereby declares and provides that all of the lots in PARK ADDITION TO WALNUT GROVE, in the City of Madison, be and the same hereby are subject to the following restrictions, covenants, conditions and easements as well as the provisions as set forth in the Specific Implementation Plan approved by the City of Madison and recorded as Document No. 1505268, Dane County Registry.

1. That lots in PARK ADDITION TO WALNUT GROVE, 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, except Lots 244, 245, 246, 247 and 248, shall be utilized exclusively for single family structures each having not less than two (2) nor more than three (3) automobile garage stalls which shall be located within an attached or basement garage. 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 except where approved and authorized by WESTAIRE, INC. or its subsequent approving authority. Landscape planting 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. Street trees will be planted by the City and specially assessed to adjoining lot owner. 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.

b. The following minimum floor requirements shall apply to the following lots:

1. Lots 245, 246, 247 and 248 shall be limited to erection of duplex structures with not less than 1000 square feet of living space in each unit with not less than two (2) nor more than four (4) garage stalls for each building which garage stalls shall be located within an attached or basement garage. Only two (2) domestic animals may be kept on any one 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 are expressly prohibited except where approved and authorized by WESTAIRE, INC. or its subsequent approving authority. Landscape planting 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. Street trees will be planted by the City and specially assessed to adjoining lot owner. 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. All areas of lots not used as a building site or lawn or under cultivation as a family garden shall have cover crop or so cultivated or tended to keep it free of noxious weeds. The owner shall be responsible for maintaining the lot in a neat appearance.

2. Lot 244 shall be limited to 12 two-bedroom dwelling units with no less than 1000 square feet per unit and not less than one (1) parking stall nor more than two (2) parking stalls per unit which may be in underground garages, attached garages or surface parking. No more than one (1) domestic animal weighing not more than fifty (50) pounds may be kept in any one unit 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 except where approved and authorized by WESTAIRE, INC. or its subsequent approving authority. Landscape planting 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. Street trees will be planted by the City and specially assessed to adjoining lot owner. Where public walks exist on public streets, it is the responsibility of the

VOL 781 PAGE 577

abutting lot owner to maintain same in a safe and travelable condition. All areas of the lot not used as a building site or lawn or under cultivation as a family garden shall have cover crop or so cultivated or tended to keep it free of noxious weeds. The owner shall be responsible for maintaining the lot in a neat appearance.

2. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, erected in said plat, 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.

3. No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction which has been approved by WESTAIRE, INC. as hereinafter set forth.

4. So long as Robert C. Voss, Trustee has any title to any part of said plat, no building shall be erected or placed thereon until the plans, specifications, plot plan and elevations showing the location of such building have been approved in writing by WESTAIRE, INC. or its agent appointed in writing for such purpose.

After Robert C. Voss, Trustee ceases to have title to any lot in said plat, no building shall be erected or placed on any lot until the plans, specifications, plot plan and elevations showing the locations of such building have been approved in writing by a committee of three (3) persons designated by the Board of Directors of Walnut Grove Homes Association, Inc., pursuant to the by-laws of said corporation. WESTAIRE, INC. after a period of five (5) years from the date of plat or after sixty-five (65%) per cent of the lots in said plat have been sold, whichever occurs first, may elect to assign its rights

to approve such plans, specifications, plot plans and elevations to said association. In the event such association does not designate the committee to approve such plans and specifications or in the event WESTAIRE, INC., or the committee does not approve or reject such plans, specifications, plot plan and elevations within fifteen (15) days after the same have been submitted to the approving authority, then such approval shall not be required.

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. The failure to secure approval shall not be grounds for forfeiture of title.

5. No plans shall be approved unless the owner furnishes a plot plan which indicates the elevation of the house relative to the street elevation which must be furnished to WESTAIRE, INC. or its subsequent approving authority, to be kept by it and such approval shall not be granted unless the finish 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 WESTAIRE, INC. or its subsequent approving authority, deems to be the reasonably desirable grade level for the lot in question. WESTAIRE, INC. or its subsequent approving authority, shall maintain a copy of all approved previous plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either WESTAIRE, INC. or its subsequent approving authority, or either of the adjacent neighbors a cause of action against the person violating such grading plan.

6. The owner shall not change the elevation of the utility easement in excess of six inches without the permission of Madison Gas and Electric Company and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six inches.

7. No fences over three (3) feet in height shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by WESTAIRE, INC. or its subsequent approving authority. No outbuildings shall ever be erected on the premises without approval of WESTAIRE, INC. or its subsequent approving authority.

8. Parking of service vehicles owned or operated by residents of the homes or apartments 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 or unloading.

9. All lots in PARK ADDITION TO WALNUT GROVE except Lot 244 shall be subject to a general annual charge or assessment, determined by the Walnut Grove Homes Association, Inc. for the purpose of defraying the costs of maintaining the landscaping, walkways, hard surfaced areas, lighting, and recreational facilities in the areas deeded to the association by the developer as shown in the plat with a maximum annual charge not to exceed (\$40.00) Dollars per lot except that the association may increase such maximum amount only upon an affirmative vote of at least fifty (50%) per cent of the members entitled to vote at either an annual meeting or a special meeting called for such purpose, with notice as provided for in the by-laws of the association. Robert C. Voss, Trustee shall take care of the initial seeding, sodding, landscaping, walkways,

10. All lots shall also be subject to special assessment by the board of directors of the association to cover all or any portion of expenses incidental to the enforcement of the recorded declaration of conditions, covenants, restrictions, and easements covering said lot including in the case of a vacant, unimproved, or unkept lot its maintenance and the removal of weeds, grass, or any other unsightly or undesirable objects therefrom, provided, however, that written notice shall be given to the owner of the lot informing him of any demands for corrections of violations at least ten (10) days prior to the institution of legal proceedings or correction of defaults. Such assessments shall be a lien on the real estate as well as a personal obligation of the owner except that the liens shall be subordinate to any prior existing mortgages or other liens. The association shall have the absolute right to enter upon any unimproved lot for the purpose of enforcing the terms and conditions of the preceding paragraph.

11. The right to collect or enforce the collection of the charges or special assessments is hereby exclusively delegated to the association except that if the City of Madison shall determine, after thirty (30) days written notice to the association, that the association has not and in the future can not maintain the property of the association in accordance with these covenants, the City may succeed to all the rights and obligations of the association. The purchasers of lots shall be personally obligated to pay such charges and special assessments upon the land purchased provided, however, that such delinquent assessments have been reduced to judgment so as to constitute a lien on the property and notice to the purchaser.

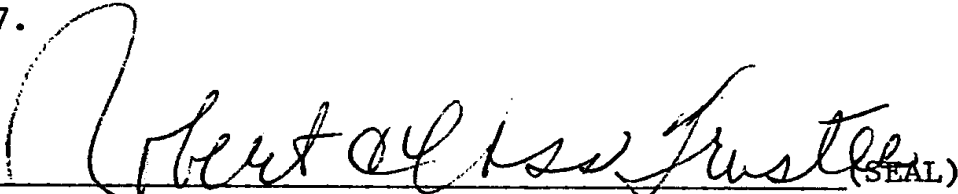
and lighting for such areas and to pay for the entire maintenance of such areas for the balance of 1977. In November or December of 1977 the association shall determine its budget for 1978 and shall assess against each lot a pro rata share of the costs of maintaining such area for the following year based on the assessed value of the property for the previous year. The owner of record as of January 1 of each year shall be personally responsible for the assessment for that year and such assessments shall also be a lien upon the real estate, but such lien shall be subordinate to any existing mortgage or other lien of record prior to the date the assessment is made. Such amount shall be payable on or before February 1 of that year and if not paid by February 1 shall draw interest at the highest rate allowable by law and if not paid on or before April 1 of each year the association shall have the right to take judgment against the owner for the amount plus accrued interest and reasonable costs of collection with the interest after judgment to be at the same maximum allowable rate. Robert C. Voss, Trustee further provides that in the event Walnut Grove Homes Association, Inc., does not maintain such areas that the City of Madison may take over the maintenance of such areas and assess against the properties in the Walnut Grove Homes Association, Inc. the pro rata share of such maintenance charges, which assessment shall be a lien against the real estate. Such assessment shall be included on each tax bill for each and every parcel whose owner is in the Walnut Grove Homes Association, Inc. If the Walnut Grove Homes Association votes to terminate their association, the lands owned by the association shall be deeded to the City of Madison at no cost to the City of Madison and all unexpended maintenance funds shall be paid over to the City Treasurer without restrictions, and all lots shall continue to be subject to the maintenance assessments as provided above in this section.

12. Westaire, Inc. and Robert C. Voss, Trustee are the owners of the other lands in Sections 14 and 23 of Town 7 North, Range 8 East, which are now in the City of Madison and reserves the right to add the remaining property to the Walnut Grove Homes Association, Inc., at the time of any subsequent platting of these additional properties and, if they do so elect to add such properties to the association, such properties shall be subject to the by-laws of Walnut Grove Homes Association, Inc., except, it is specifically provided, that areas designated for multiple family, town houses, churches or other nonresidential areas shall be specifically excluded from the Association and shall not be involved with the payment for the maintenance of the areas owned by the Homes Association. It is specifically anticipated that all of the single family and duplex lots in the Northeast quarter of Section 23 will be involved in this Home Association but that separate Home Associations may be set up for the areas north of Old Sauk Road and located in Section 14. The outlots in PARK ADDITION TO WALNUT GROVE shall be added to the outlots in the original plat of Walnut Grove and other additions and will all become a part of the one Walnut Grove Homes Association, Inc.

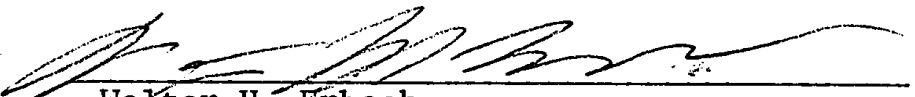
13. This declaration shall run with the land and shall be binding upon all owners of property covered by this document for a period of Thirty (30) years from the date this document is recorded, after which time it shall automatically stand renewed for successive ten (10) year periods unless an instrument terminating or changing such covenant in whole or in part is signed by the owners of at least fifty (50%) per cent of the local assessed valuation of all lots subject to this document and also approved by the City of Madison.

14. It is specifically understood that a Comprehensive Development Plan has been approved by the City of Madison for Westaire, Inc. and Robert C. Voss, Trustee which calls for commercial development, nursing home development and group housing and apartment development on the north side of Old Sauk Road and on the west side of Westfield Road and persons acquiring title to any lots in PARK ADDITION TO WALNUT GROVE specifically waive any rights to object to the Specific Implementation Plan which will be submitted in the future as these areas are platted.

IN WITNESS WHEREOF, ROBERT C. VOSS has hereunto set his hand and seal this 7th day of March, 1977.


Robert C. Voss, Trustee (SEAL)

Signature of ROBERT C. VOSS authenticated this 7th day of March, 1977.


Walter H. Erbach
Title: Member State Bar of Wisconsin

Office of Register of Deeds }
Dane County, Wisconsin } ss.

Recorded March 11 1977

At 12¹⁵ o'clock p m

Harold K. Mill, Register

This instrument drafted by Robert C. Voss.

DECLARATION OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PARK ADDITION TO WALNUT GROVE

City of Madison, Dane County, Wisconsin

WHEREAS, the undersigned did record a certain Declaration with respect to use of the lots in the above captioned property dated March 7, 1977, recorded March 11, 1977, in Vol. 781, page 575, as Document No. 1508325, and it has been discovered that certain errors and omissions were made;

NOW, THEREFORE, ROBERT C. VOSS, TRUSTEE, does hereby declare that paragraph 1(a) shall be amended by eliminating Lot 248 and that paragraph 1(b)(1) shall be amended by inserting Lot 244 and eliminating Lot 248.

Paragraph 2 shall be changed to substitute Lot 243 instead of Lot 244.

The following paragraph shall be added as paragraph 1(c):

The following minimum floor requirements shall apply to the following lots:

- 1. Lots 248 through 252 inclusive shall have not less than 1650 square feet for a single story, 1488 square feet on the main floor area of a split level and raised ranch and 2000 square feet for two story houses with not less than 1000 living space on the first floor level.

Philip G. Kessel, as purchaser of Lots 243 through 247, inclusive, of the lots in said plat hereby joins in execution of this document to correct the changes made in Lots 243 through 247.

This declaration shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27th day of May, 1977.

Robert C. Voss Trustee (SEAL)

Robert C. Voss, Trustee

Philip G. Kessel (SEAL)

Philip G. Kessel

DATE 2 4 5 2 1 JUN 2 7 77

3.00 PM

Personally came before me this 27th day of May, 1977, the above named ROBERT C. VOSS and PHILIP G. KESSEL, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]

Notary Public, Dane County, Wisconsin
My Commission: EXPIRES 11/25/79



This document was drafted by ROBERT C. VOSS, Attorney.

Office of Register of Deeds }
Dane County, Wisconsin } ss.

Recorded June 27 19 77
At 1:15 o'clock P.M.

Harold K. Hill, Register

Mr. M. J. ...
Box 1344
Vt ...
Poplarville, ...

Amendment
J. 898 P. 312
#1553390

1545558

VOL 877 PAGE 436

DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR

SOUTH PARK ADDITION TO WALNUT GROVE
City of Madison, Dane County, Wisconsin

WHEREAS, ROBERT C. VOSS, as TRUSTEE of the owner of SOUTH PARK ADDITION TO WALNUT GROVE, in the City of Madison, Dane County, Wisconsin, and recorded as Document No. 1529370, Dane County Registry desires to control purposes for which the land in said plat is used as well as obligating the owners of said land to be bound by certain conditions, restrictions, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, ROBERT C. VOSS, TRUSTEE, hereby declares and provides that all of the lots in SOUTH PARK ADDITION TO WALNUT GROVE, in the City of Madison, be and the same hereby are subject to the following restrictions, covenants, conditions and easements as well as the provisions as set forth in the Specific Implementation Plan approved by the City of Madison and recorded as Document No. 1529371, Dane County Registry.

1. That lots in SOUTH PARK ADDITION TO WALNUT GROVE, 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 each having not less than two (2) nor more than three (3) automobile garage stalls which shall be located within an attached or basement garage. 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 except where approved and authorized by WESTAIRE, INC. or its subsequent approving authority. Landscape planting 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. Street trees will be planted by the City and specially assessed to adjoining lot owner. 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.

2. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, erected in said plat, 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.

3. No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction which has been approved by WESTAIRE, INC. as hereinafter set forth.

4. So long as Robert C. Voss, Trustee has any title to any part of said plat, no building shall be erected or placed thereon until the plans, specifications, plot plan and elevations showing the location of such building have been approved in writing by WESTAIRE, INC. or its agent appointed in writing for such purpose.

After Robert C. Voss, Trustee ceases to have title to any lot in said plat, no building shall be erected or placed on any lot until the plans, specifications, plot plan and elevations showing the locations of such building have been approved in writing by a committee of three (3) persons designated by the Board of Directors of Walnut Grove Homes Association, Inc., pursuant to the by-laws of said corporation. WESTAIRE, INC. after a period of five (5) years

from the date of plat or after sixty-five (65%) per cent of the lots in said plat have been sold, whichever occurs first, may elect to assign its rights to approve such plans, specifications, plot plans and elevations to said association. In the event such association does not designate the committee to approve such plans and specifications or in the event WESTAIRE, INC., or the committee does not approve or reject such plans, specifications, plot plan and elevations within fifteen (15) days after the same have been submitted to the approving authority, then such approval shall not be required.

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. The failure to secure approval shall not be grounds for forfeiture of title.

5. No plans shall be approved unless the owner furnishes a plot plan which indicates the elevation of the house relative to the street elevation which must be furnished to WESTAIRE, INC. or its subsequent approving authority, to be kept by it and such approval shall not be granted unless the finish 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 WESTAIRE, INC. or its subsequent approving authority, deems to be the reasonably desirable grade level for the lot in question. WESTAIRE, INC. or its subsequent approving authority, shall maintain a copy of all approved previous plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either WESTAIRE, INC. or its subsequent approving authority, or either of the adjacent neighbors a cause of action against the person violating such grading plan.

6. The owner shall not change the elevation of the utility easement in excess of six inches without the permission of Madison Gas and Electric Company and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six inches.

7. No fences over three (3) feet in height shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by WESTAIRE, INC. or its subsequent approving authority. No outbuildings shall ever be erected on the premises without approval of WESTAIRE, INC. or its subsequent approving authority.

8. Parking of service vehicles owned or operated by residents of the homes or apartments 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 or unloading.

9. All lots in SOUTH PARK ADDITION TO WALNUT GROVE shall be subject to a general annual charge or assessment, determined by the Walnut Grove Homes Association, Inc. for the purpose of defraying the costs of maintaining the landscaping, walkways, hard surfaced areas, lighting, and recreational facilities in the areas deeded to the association by the developer as shown in the plat with a maximum annual charge not to exceed (\$40.00) Dollars per lot except that the association may increase such maximum amount only upon an affirmative vote of at least fifty (50%) per cent of the members entitled to vote at either an annual meeting or a special meeting called for such purpose, with notice as provided for in the by-laws of the association. Robert C. Voss, Trustee shall take care of the initial seeding, sodding, landscaping, walkways,

and lighting for such areas and to pay for the entire maintenance of such areas for the balance of 1977. In November or December of 1977 the association shall determine its budget for 1978 and shall assess against each lot a pro rata share of the costs of maintaining such area for the following year based on the assessed value of the property for the previous year. The owner of record as of January 1 of each year shall be personally responsible for the assessment for that year and such assessments shall also be a lien upon the real estate, but such lien shall be subordinate to any existing mortgage or other lien of record prior to the date the assessment is made. Such amount shall be payable on or before February 1 of that year and if not paid by February 1 shall draw interest at the highest rate allowable by law and if not paid on or before April 1 of each year the association shall have the right to take judgment against the owner for the amount plus accrued interest and reasonable costs of collection with the interest after judgment to be at the same maximum allowable rate. Robert C. Voss, Trustee further provides that in the event Walnut Grove Homes Association, Inc., does not maintain such areas that the City of Madison may take over the maintenance of such areas and assess against the properties in the Walnut Grove Homes Association, Inc. the pro rata share of such maintenance charges, which assessment shall be a lien against the real estate. Such assessment shall be included on each tax bill for each and every parcel whose owner is in the Walnut Grove Homes Association, Inc. If the Walnut Grove Homes Association votes to terminate their association, the lands owned by the association shall be deeded to the City of Madison at no cost to the City of Madison and all unexpended maintenance funds shall be paid over to the City Treasurer without restrictions, and all lots shall continue to be subject to the maintenance assessments as provided above in this section.

10. All lots shall also be subject to special assessment by the board of directors of the association to cover all or any portion of expenses incidental to the enforcement of the recorded declaration of conditions, covenants, restrictions, and easements covering said lot including in the case of a vacant, unimproved, or unkept lot its maintenance and the removal of weeds, grass, or any other unsightly or undesirable objects therefrom, provided, however, that written notice shall be given to the owner of the lot informing him of any demands for corrections of violations at least ten (10) days prior to the institution of legal proceedings or correction of defaults. Such assessments shall be a lien on the real estate as well as a personal obligation of the owner except that the liens shall be subordinate to any prior existing mortgages or other liens. The association shall have the absolute right to enter upon any unimproved lot for the purpose of enforcing the terms and conditions of the preceding paragraph.

11. The right to collect or enforce the collection of the charges or special assessments is hereby exclusively delegated to the association except that if the City of Madison shall determine, after thirty (30) days written notice to the association, that the association has not and in the future can not maintain the property of the association in accordance with these covenants, the City may succeed to all the rights and obligations of the association. The purchasers of lots shall be personally obligated to pay such charges and special assessments upon the land purchased provided, however, that such delinquent assessments have been reduced to judgment so as to constitute a lien on the property and notice to the purchaser.

12. Westaire, Inc. and Robert C. Voss, Trustee are the owners of the other lands in Sections 14 and 23 of Town 7 North, Range 8 East, which are now in the City of Madison and reserves the right to add the remaining property to the Walnut Grove Homes Association, Inc., at the time of any subsequent

plattling of these additional properties and, if they do so elect to add such properties to the association, such properties shall be subject to the by-laws of Walnut Grove Homes Association, Inc., except, it is specifically provided, that areas designated for multiple family, town houses, churches or other nonresidential areas shall be specifically excluded from the Association and shall not be involved with the payment for the maintenance of the areas owned by the Homes Association. It is specifically anticipated that all of the single family and duplex lots in the Northeast quarter of Section 23 will be involved in this Home Association but that separate Home Associations may be set up for the areas north of Old Sauk Road and located in Section 14. The outlots in SOUTH PARK ADDITION TO WALNUT GROVE shall be added to the outlots in the original plat of Walnut Grove and other additions and will all become a part of the one Walnut Grove Homes Association, Inc.

13. This declaration shall run with the land and shall be binding upon all owners of property covered by this document 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 unless an instrument terminating or changing such covenant in whole or in part is signed by the owners of at least fifty (50%) per cent of the local assessed valuation of all lots subject to this document and also approved by the City of Madison.

14. It is specifically understood that a Comprehensive Development Plan has been approved by the City of Madison for Westaire, Inc. and Robert C. Voss, Trustee which calls for commercial development, nursing home development and group housing and apartment development on the north side of Old Sauk Road and on the west side of Westfield Road and persons acquiring title to any lots in SOUTH PARK ADDITION TO WALNUT GROVE specifically waive any rights to object to the Specific Implementation Plan which will be submitted in the future as these areas are platted.

IN WITNESS WHEREOF, ROBERT C. VOSS has hereunto set his hand and seal

this 1st day of October 1977.

Robert C. Voss Trustee (SEAL)
Robert C. Voss, Trustee

Signature of ROBERT C. VOSS authenticated this 1st day of October, 1977.

Thomas J. Voss
Title: Member State Bar of Wisconsin

Office of Register of Deeds }
Dane County, Wisconsin } ss.

Recorded Oct 28 1977

At 1:50 o'clock PM

Harold K. Hill, Register

DECLARATION OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

SOUTH PARK ADDITION TO WALNUT GROVE

City of Madison, Dane County, Wisconsin

WHEREAS, ROBERT C. VOSS, as TRUSTEE of the owner of SOUTH PARK ADDITION TO WALNUT GROVE, in the City of Madison, Dane County, Wisconsin, did record a Declaration of Conditions, Covenants, Restrictions and Easements for said plat on November 28, 1977, in Vol. 877 of Records, page 436, as Document No. 1545558.

NOW, THEREFORE, ROBERT C. VOSS, TRUSTEE, hereby amends the Declaration of Conditions, Covenants, Restrictions and Easements as follows:

Paragraph 1 on page one add:

The following minimum floor requirements shall apply:

1. Lots shall have not less than 1450 square feet for a single story or raised ranch and not less than 2000 square feet for a two story. Two story houses to have not less than 1000 square feet of living space on the first floor level.

All areas of lots not used as a building site or lawn or under cultivation as a family garden shall have cover crop or so cultivated or tended to keep it free of noxious weeds. The owner shall be responsible for maintaining the lot in a neat appearance.

All other conditions, covenants, restrictions and easements in said document shall remain the same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

22ND day of DECEMBER, 1977.

OWNERS OF LOTS 262 and 265:

Willy Straubhaar
Willy Straubhaar

Verena Straubhaar
Verena Straubhaar

OWNER OF LOTS 254 and 255:

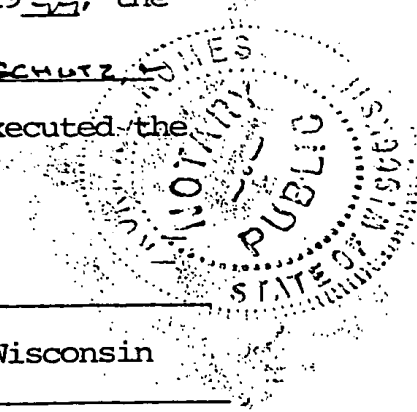
David A. Schutz
David A. Schutz

OWNER OF ALL OTHER LOTS IN PLAT:

Robert C. Voss, Trustee
Robert C. Voss, Trustee

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 22ND day of DECEMBER, 1977, the
above named WILLY STRAUBHAAER, VERENA STRAUBHAAER, DAVID A SCHUTZ
ROBERT C VOSS to me known to be the persons who executed the
foregoing instrument and acknowledged the same.



Office of Register of Deeds }
Dane County, Wisconsin } ss.

[Signature]
Notary Public, Dane County, Wisconsin
My Commission: ^{expired} 11/25/79

Recorded Dec 23 19 77
At 11:00 o'clock a.m.

Harold K. Hill, Registrar

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

WESTFIELD ADDITION TO WALNUT GROVE

City of Madison, Dane County, Wisconsin

WHEREAS, ROBERT C. VOSS, owner of WESTFIELD ADDITION TO WALNUT GROVE, in the City of Madison, Dane County, Wisconsin, and recorded as Document No. 1558173, Dane County Registry desires to control purposes for which the land in said plat is used as well as obligating the owners of said land to be bound by certain conditions, restrictions, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, ROBERT C. VOSS, hereby declares and provides that all of the lots in Westfield Addition to Walnut Grove, in the City of Madison, be and the same hereby are subject to the following restrictions, covenants, conditions and easements as well as the provisions as set forth in the Specific Implementation Plan approved by the City of Madison and recorded as Document No. 1558180, Dane County Registry.

1. That lots in Westfield Addition to Walnut Grove, 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 each having not less than two (2) nor more than three (3) automobile garage stalls and located within an attached or basement garage. Only two (2)

domestic animals may be had 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 except where approved and authorized by Westaire, Inc. or its subsequent approving authority. Landscape planting 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. Street trees will be planted by the City and specially assessed to adjoining lot owner. 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 following minimum floor requirements shall apply:

1. Lots shall have not less than 1450 square feet for a single story or raised ranch and not less than 2000 square feet for a two story. Two story houses to have not less than 1000 square feet of living space on the first floor level. All areas of lots not used as a building site or lawn or under cultivation as a family garden shall have cover crop or so cultivated or tended to keep it free of noxious weeds. The owner shall be responsible for maintaining the lot in a neat appearance.
2. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, erected in said plat, 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.

VCL 922 PAGE 691

3. No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction which has been approved by Westaire, Inc., as hereinafter set forth. VOL 922 PAGE 692

4. So long as Robert C. Voss has any title to any part of said plat, no building shall be erected or placed thereon until the plans, specifications, plot plan and elevations showing the location of such building have been approved in writing by Robert C. Voss or agent appointed in writing for such purpose.

After Robert C. Voss ceases to have title to any lot in said plat, no building shall be erected or placed on any lot until the plans, specifications, plot plan and elevations showing the locations of such building have been approved in writing by a committee of three (3) persons designated by the board of directors of Walnut Grove Homes Association, Inc., pursuant to the by-laws of said corporation. Robert C. Voss, after a period of five (5) years from the date of plat or after sixty-five (65%) per cent of the lots in said plat have been sold, whichever occurs first, may elect to assign his rights to approve such plans, specifications, plot plans and elevations to said association. In the event such association does not designate the committee to approve such plans and specifications or in the event Westaire, Inc., or the committee does not approve or reject such plans, specifications, plot plan and elevations within fifteen (15) days after the same have been submitted to the approving authority, then such approval shall not be required.

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. The failure to secure approval shall not be grounds for forfeiture of title.

5. No plans shall be approved unless the owner furnishes a plot plan which indicates the elevation of the house relative to the street elevation which must be furnished to Westaire, Inc. or its subsequent approving authority, to be kept by it and such approval shall not be granted unless the finish 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 Westaire, Inc. or its subsequent approving authority, deems to be the reasonably desirable grade level for the lot in question. Westaire, Inc., or its subsequent approving authority, shall maintain a copy of all approved previous plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either Westaire, Inc. or its subsequent approving authority, or either of the adjacent neighbors a cause of action against the person violating such grading plan.

6. The owner shall not change the elevation of the utility easement in excess of six inches without the permission of Madison Gas and Electric Company and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six inches.

7. No fences over three (3) feet in height shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by Westaire, Inc., or its subsequent approving authority. No outbuildings shall ever be erected on the premises without approval of Westaire, Inc., or its subsequent approving authority.

8. 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 are prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading. ENCL 922 PAGE 694

9. All lots in Westfield Addition to Walnut Grove shall be subject to a general annual charge or assessment, determined by the Walnut Grove Homes Association, Inc. for the purpose of defraying the costs of maintaining the landscaping, walkways, hard surfaced areas, lighting, and recreational facilities in the areas deeded to the association by the developer as shown in the plat with a maximum annual charge not to exceed (\$40.00) Dollars per lot except that the association may increase such maximum amount only upon an affirmative vote of at least fifty (50%) per cent of the members entitled to vote at either an annual meeting or a special meeting called for such purpose, with notice as provided for in the by-laws of the association. Westaire, Inc., shall take care of the initial seeding, sodding, landscaping, walkways, and lighting for such areas and to pay for the entire maintenance of such areas for the balance of 1978. Prior to December 31, 1978, and each year thereafter, the association shall determine its budget for 1979 and each following year and shall assess against each lot a pro rata share of the costs of maintaining such area for the following year based on the assessed value of the property for the previous year. The owner of record as of January 1, of each year shall be personally responsible for the assessment for that year and such assessments shall also be a lien upon the real estate, but such lien shall be subordinate to any existing mortgage or other lien of record prior to the date the assessment is made. Such amount shall be payable on or before February 1

of that year and if not paid by February 1 shall draw interest at the highest rate allowable by law and if not paid on or before April 1 of each year the association shall have the right to take judgment against the owner for the amount plus accrued interest and reasonable costs of collection with the interest after judgment to be at the same maximum allowable rate. Robert C. Voss, Trustee further provides that in the event Walnut Grove Homes Association, Inc., does not maintain such areas that the City of Madison may take over the maintenance of such areas and assess against the properties in the Walnut Grove Homes Association, Inc. the pro rata share of such maintenance charges, which assessment shall be a lien against the real estate. Such assessment shall be included on each tax bill for each and every parcel whose owner is in the Walnut Grove Homes Association, Inc. If the Walnut Grove Homes Association votes to terminate their association, the lands owned by the association shall be deeded to the City of Madison at no cost to the City of Madison and all unexpended maintenance funds shall be paid over to the City Treasurer without restrictions, and all lots shall continue to be subject to the maintenance assessments as provided above in this section.

10. All lots shall also be subject to special assessment by the board of directors of the association to cover all or any portion of expenses incidental to the enforcement of the recorded declaration of conditions, covenants, restrictions, and easements covering said lot including in the case of a vacant, unimproved, or unkept lot its maintenance and the removal of weeds, grass, or any other unsightly or undesirable objects therefrom, provided, however, that written notice shall be given to the owner of the lot informing him of any demands for corrections of violations at least ten (10) days prior to the institution of legal proceedings or correction of defaults. Such assessments shall be a lien on the real estate as well

as a personal obligation of the owner except that the liens shall be subordinate to any prior existing mortgages or other liens. The association shall have the absolute right to enter upon any unimproved lot for the purpose of enforcing the terms and conditions of the preceding paragraph.

11. The right to collect or enforce the collection of the charges or special assessments is hereby exclusively delegated to the association except that if the City of Madison shall determine, after thirty (30) days written notice to the association, that the association has not and in the future can not maintain the property of the association in accordance with these covenants, the City may succeed to all the rights and obligations of the association. The purchasers of lots shall be personally obligated to pay such charges and special assessments upon the land purchased provided, however, that such delinquent assessments have been reduced to judgment so as to constitute a lien on the property and notice to the purchaser.

12. This declaration shall run with the land and shall be binding upon all owners of property covered by this document 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 unless an instrument terminating or changing such covenant in whole or in part is signed by the owners of at least fifty (50%) per cent of the local assessed valuation of all lots subject to this document and also approved by the City of Madison.

13. Wherever the name Robert C. Voss is used in this document, it shall be interpreted to mean Robert C. Voss, Trustee.

IN WITNESS WHEREOF, ROBERT C. VOSS, TRUSTEE, has hereunto set his hand and seal this 1st day of March, 1978

Robert C. Voss (SEAL)
Robert C. Voss, Trustee

Signature of ROBERT C. VOSS, TRUSTEE authenticated this 1st day of March, 1978.

Office of Register of Deeds }
Dane County, Wisconsin } ss.

Paul R. Nesson
Paul R. Nesson
Title: Member State Bar of Wisconsin

Recorded March 15 1978
At 3:50 o'clock PM
Harold K. Hill, Register

This instrument drafted by Robert C. Voss, Attorney at Law.

VCL 922 PAGE 697