



8 9 2 6 5 7 6
Tx:8711458

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5198428**

**11/17/2015 2:49 PM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 22**

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
PLAT OF HAWKS VALLEY,
CITY OF MADISON, WISCONSIN**

The undersigned, Woods Road Investments, Inc., a Wisconsin corporation (the "Developer"), owner of the following described Plat, in order to impose a common plan of restrictions and covenants with respect to said Plat for the mutual benefit of the present and future owners of Lots in said Plat, hereby declares and provides that all Lots in said Plat be and the same hereby are subject to the following restrictions, covenants, and conditions:

Return to and Drafted by:
Attorney Vernon J. Jesse
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

Tax Parcel No. See attached Exhibit A.

**ARTICLE I
DESCRIPTION**

1.00 Description of Plat. The real estate subject to this Declaration is located in the County of Dane, State of Wisconsin, and described as:

Lots 1-99, Hawks Valley, City of Madison, Dane County, Wisconsin, recorded on November 5, 2015 as Document Number 5195829, a copy of which is attached hereto as Exhibit B.

**ARTICLE II
ZONING**

2.00 Residential Use of Lots. All Lots shall be used exclusively for single family detached structures for residential purposes only. No trade, business, or commercial activity shall be conducted thereon.

**ARTICLE III
GENERAL BUILDING STANDARDS**

3.00 Front and Side Yard Requirements. All buildings constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements and all side-yard and set-back requirements imposed by local ordinance. Lot Owners are directed to the provisions of the City of Madison zoning ordinances for the exact front and side-yard requirements for a particular Lot. The Plat may contain single family Lots of different

3.01 Floor Area Minimums. The following minimum floor area requirements shall apply to all single family detached dwellings constructed:

Lots 1-99:

- (a) No single story dwelling shall have less than 1600 square feet;
- (b) No two story dwelling shall have less than 1800 square feet on the main level and upper level;
- (c) No raised ranch, bi-level, or tri-level dwelling shall have less than 1400 square feet on the main and upper levels;

The above minimum requirements may be waived by the Developer or the Architectural Control Committee, whichever is then applicable, in the event the proposed materials or architectural quality of the dwelling is such that it equals or exceeds the appearance and quality of other dwellings in the subdivision. Such determination shall be made at the sole discretion of the Developer or the Architectural Control Committee. Size requirements may also be modified at the sole discretion of the Developer or the Architectural Control Committee in the event that a particular Lot does not have adequate size, or if the configuration is such that the established minimum floor areas are not appropriate;

For the purpose of determining floor area, open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total floor area. Stair openings, closets, and bathrooms shall be included in determining floor area. The main level is defined as the lowest level that is totally above the finished grade of the Lot.

3.02 Earth Shelters. No "earth shelter" residence or "berm" residence shall be constructed, erected, or placed on any Lot within the Plat.

3.03 Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Subdivision.

All chimneys and flues shall be fully enclosed.

No plywood or Texture III type siding shall be allowed.

All roofing shall be of laminated architectural grade textured fiberglass, dimensional shingles, wood shakes, or other acceptable material. No standard 3 in 1 shingles shall be allowed.

The roof pitch must be no less than six (6) inches in every twelve inches.

All facia shall have a minimum height of eight (8) inches.

No part of any concrete wall shall be visible from the front, side or rear of any structure at a height greater than eight (8) inches above finished ground level.

It is the intent of the Developer to coordinate trim, siding, and roofing colors to provide the most aesthetic combination for a particular dwelling as well as for the overall development of the Subdivision. Overall color schemes must be submitted with building plans for approval. Samples may be required by the Developer or the Committee.

3.04 Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color, and/or texture shall occur at points relating to the massing, fenestration, and overall design concept of the building.

3.05 Building Location. All dwellings shall be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The Developer or Committee, as applicable, may check sight lines based on proposed dwelling location to minimize the dwelling's obstruction of views from neighboring Lots.

3.06 Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement. Owners shall not change the elevation of any utility easement in excess of six (6) inches without the permission of the applicable electric, gas, and other utilities using such easement. The Owner shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

3.07 Fencing. Fences and walls shall not be allowed, except for screening of service areas or pools, without the prior written consent of the Developer or Committee, as applicable. Black wrought iron fencing is the only type of fence that may be approved by the Committee or Developer. No fencing shall exceed four (4) feet in height.

3.08 Use of Outbuildings. No trailer, basement, tent, treehouse, shack, existing dwelling, detached garage, barn, or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

3.09 Landscaping. The following are the minimum landscaping requirements:

- (a)
 - (1) All front yards, all street terraces abutting the Lot, and all side yards in front of the rear line of any dwelling shall be sodded with lawn in all areas designated for lawn. The rear yard shall either be sodded or seeded in all areas designated for lawn;
 - (2) Each Owner shall install foundation plantings in the front yard of the Owner's Lot. These plantings shall be spaced at a minimum of one (1) every three (3) feet along the entire width of the dwelling. In addition, each Owner shall plant in the front yard one (1) conifer, a minimum of four (4) feet in height, chosen from any of the following varieties: Colorado Green or Blue Spruce, Black Hills Spruce, Austrian Pine or Douglas Fir, and one (1) shade tree. At planting, each such shade tree shall have a minimum diameter of two (2) inches and height of at least ten (10) feet.
- (b) All required landscaping shall be completed within thirty (30) days of occupancy – weather permitting or within thirty (30) days after weather permits.
- (c) The maintenance of the plantings and yard areas is the responsibility of the Lot Owner. Any trees or shrubs which die shall be removed by the Lot Owner and replaced with a like variety of the same size as the original plant at the time of planting so as to maintain the original landscaping elements.
- (d) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.
- (e) No Owner shall grade or obstruct any swale or drainage way whether or not in an easement which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way.

The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage of the surrounding Lots. A copy of all plot plans shall be kept by Developer or the Committee for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either the Developer or the Committee, whichever is then applicable, or any adjacent neighbor within the Plat, a cause of action against the person violating such grading plan for injunctive relief

or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed without the approval of the Developer or the Committee.

3.10 Construction Deadline. Each dwelling erected shall have its entire construction and minimum landscaping completed, and an occupancy permit issued by the City of Madison, within nine (9) months from the date of issuance of the building permit, except for delays in completion due to weather, strike, war, or act of God.

3.11 Driveways. All driveways from the garage for single family detached dwellings to the public street shall be paved with concrete (cement) within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Lot Owner's ability to complete such construction.

3.12 Mailbox and Posts. Each Lot Owner shall, at their expense, purchase and install a mailbox and post prior to issuance of an occupancy permit for said Lot. The Developer reserves the right to approve any mailbox and require the replacement of any mailbox, at Lot Owner's expense, if objectionable to Developer. Lot Owners are encouraged to obtain the prior approval of Developer as to mailbox selected by Lot Owner.

3.13 Garages. All single family detached buildings constructed on any Lot shall have an attached garage that contains no less than two (2) automobile garage stalls. Any garage containing four (4) stalls shall have a maximum of three (3) garage doors. Thrust garages are not allowed.

3.14 Exterior Alterations. No alteration of the exterior appearance of existing buildings, including but not limited to exterior remodeling and the construction of patios, decks, and swimming pools shall be made without the prior written approval of the Committee or Developer, whichever is then applicable.

3.15 Window Treatments. Each window of a dwelling on front elevations of a Lot (and street side elevations of a corner Lot) shall have either shutters or 1" X 4" window wrap.

ARTICLE IV **USE RESTRICTIONS**

4.00 Storage. Outdoor storage of boats or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Lot Owners and their families is prohibited unless they are kept in garages. The storage of boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles, or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. NO exterior antennas (except as set forth in Section 4.01), or windmills shall be erected on any structure or Lot without the prior

written approval of the Developer or Committee, as applicable. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Developer or Committee. Nothing set forth in this Section 4.00 shall prohibit temporary parking of moving vehicles for the purpose of loading or unloading for period not to exceed eight (8) hours. No vehicles or other equipment may be parked on any yard at any time.

4.01 Antennas, Solar Panels, etc. No visible exterior antennas or windmills in excess of twenty (20) inches in diameter shall be permitted on any structure or Lot. Satellite dishes of twenty (20) inches or less shall be permitted only on the back of a building in the most unobtrusive location. Solar panels shall also not be permitted unless the Developer or Committee determines in writing that installation of solar panels for a particular building will not be incompatible with the improvements on any other Lot and will not adversely affect the appearance of the Subdivision. In connection with the submission and approval of plans, specifications and site plans under Paragraph 5.00 hereof, the Developer or Committee may impose such requirements and conditions relative to landscaping, building heights and other matters, as may be reasonably necessary to protect solar access for adjoining Lots.

4.02 Lot Appearance. All areas of the Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance. This covenant shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard.

4.03 Pets & Animals. A maximum of three domestic animals (dogs & cats only) may be housed in a Dwelling, except for Pitbulls which are not allowed. No commercial boarding shall be allowed. Kennels shall be inside a dwelling unless otherwise approved by the Developer or Committee, as applicable. No Lot Owner may keep a dog whose barking creates a nuisance to neighbors, nor any animal which displays vicious propensities.

4.04 Clothes Lines. Permanent clothes lines are not allowed.

4.05 Recreational Facilities. On single family Lots, permanent rear yard recreation facilities, such as basketball and volleyball courts, are not allowed.

4.06 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers and removed from the Subdivision. In completed buildings trash containers must be kept inside of garages and may be placed upon the curb unless in a suitable container. No trash, cuttings, leaves, rocks, or earth may be deposited on any Outlot in the Subdivision.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

5.00 Approval of Buildings and Improvements. For all buildings and improvements to be erected or placed on any Lot subject to this Declaration, two (2) sets of the completed architectural review sheet (on a form provided by the Architectural Control Committee) plans, specifications, landscaping plans and site plans for all such buildings and improvements must be submitted to the Developer, or the Developer's duly authorized agent, or the Developer's successors and assigns, for written approval as to the quality of workmanship and materials, and harmony of exterior design including exterior colors, size, location with respect to adjacent structures, topography, finished grade elevation, and identity of the general contractor, prior to commencement of any construction on any Lot. The correct legal name, address, telephone and name of contact person for the general contractor shall be provided with each such submission. The Architectural Control Committee shall have the right to require brick, stone, shutters, corner boards and other similar items which it deems desirable for a particular submission. All such plans and related documents shall be sent to Developer, c/o Tony Heinrichs, 702 N. High Point Road, Ste. 100, Madison, Wisconsin 53717, or a place designated by the Committee.

5.01 Architectural Control Committee. After the Developer ceases to have title to all Lots subject to this Declaration, the plans, specifications, and site plans, and all other matters to be submitted under these covenants, conditions, and restrictions, shall be submitted to a committee of three (3) persons, elected by a majority of said Lot owners as to all of the items enumerated in the preceding paragraph. (Land contract purchasers shall be deemed to be titleholder and land contract vendors shall not be deemed to be title holder). The election of the Committee shall be held annually on the second Monday in January of each year at a site selected by the Committee. Vacancies created between elections shall be filled by the remainder of the Committee. In the event of the failure of a majority of persons holding title to any Lot or Lots subject to this Declaration to elect a Committee in any year, the most recently elected members shall continue to service until successors are duly elected.

5.02 Approvals. In the event the Developer or the Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site plans, alteration, or any other matters which must be submitted to the Developer or Committee, within thirty (30) working days after the same have been submitted to the approving authority in writing, then such approval shall not be required in that instance.

5.03 Architectural Control. The Developer, the Committee and any owner shall have the right to enforce, by any proceedings at law or in equity, all of the restrictions and covenants set forth herein. The enforcement rights of individual owners shall be subject to the rights of the Developer and the Committee to cancel, release, amend and/or grant variances with regard to these restrictions and covenants as set forth herein. Enforcement may be by an action to restrain any violation and/or to recover damages. Any party

successfully enforcing these restrictions and covenants shall be entitled to reasonable and actual attorney's fees and costs incurred to enforce the same. The Developer and Committee shall have the authority to provide a variance from the restrictions and covenants set forth herein. Granting of a variance as to any restriction or covenant shall not operate as a waiver of the right to enforce these restrictions and covenants as to any other party. A failure to enforce any restriction or covenant set forth herein shall not operate as a waiver of the right to do so at any time in the future. Each Lot Owner, by acceptance of a deed to their Lot, shall and hereby does release the Architectural Control Committee and the Developer from any liability based upon the good faith exercise of their duties under this Declaration of Covenants and Restrictions. Refusal of approval of submissions by the Architectural Control Committee may be based on any grounds, including purely aesthetic grounds, which the Architectural Control Committee in its sole discretion deems appropriate.

5.04 Restrictions Run with Land. These restrictions and covenants run with the land and shall be binding upon all persons having an interest in said Plat for a period of twenty-five (25) years after the date of recording of this Declaration. Said restrictions and covenants shall then be automatically renewed for an additional fifteen (15) year period; unless the owners of at least 75% of the Lot Owners in the Plat, record a writing in the Dane County Register of Deeds Office at least ninety (90) days prior to the date these restrictions would otherwise terminate, indicating their desire not to renew these restrictions.

5.05 Release and Amendment. These restrictions or any part thereof may be cancelled, released or amended in writing as to the entire Plat or any part thereof by the Developer (without the requirement of consent by any other party) at any time that Developer continues to own any lot(s) in the Plat. After the Developer has sold all of the Lots in the Plat or otherwise released or assigned its right to enforce these restrictions, then these restrictions or any part thereof may be released, cancelled, amended or waived upon the affirmative vote of the owners of ninety percent (90%) of the Lots in the Plat evidenced in writing by a document recorded in the Office of the Register of Deeds for Dane County, Wisconsin.

5.06 Conformance to Laws. All buildings constructed on any Lot in the Plat shall conform to all governmental zoning and use requirements and all side-yard and set-back requirements imposed by local ordinance.

5.07 Invalidation. The invalidation of any one of these covenants or any severable part of any covenant or any severable part of any covenant, by judgment or court order, shall not affect any of the other covenants, which shall remain in full force and effect.

ARTICLE VI
TIME LIMITS FOR COMMENCING CONSTRUCTION

6.01 Time Limits for Commencing Construction.

- (a) The owner(s) of any Lot in the Plat, other than the Developer, shall commence construction within twelve (12) months of date of closing for the purchase of said Lot. For purposes of this Article VI, "commence construction" shall mean complete installation of the foundation for the home to be constructed on the Lot.
- (b) The Developer shall have the right, but shall not be obligated, to extend in writing the deadline set forth in paragraph (a) above but any one extension shall not obligate the Developer to issue further or other extensions.
- (c) If the owner(s) of any Lot in the Plat fails to meet the deadline as set forth in paragraph (a) above, then, upon thirty (30) days notice to the owner(s) of the Lot, the Developer shall have the right, but shall not be obligated, to enforce any or all of the following remedies:
 - (1) Repurchase of the Lot free and clear of all encumbrances except municipal and zoning ordinances, easements, and covenants and restrictions of record. The purchase price paid for the Lot by the Developer shall be the original price paid by the owner(s) for the Lot, less the sum of credits to the owner(s) at the original closing and further less Developer's costs to repurchase the Lot, including but not limited to, title insurance, recording fees, document preparation, and other settlement costs. The owner(s) shall pay all transfer fees and other usual and customary Seller's costs. The real estate taxes and installments on special assessments for the year in which such conveyance occurs shall be pro-rated as of the date of such conveyance.
 - (2) Specific performance.
 - (3) Liquidated damages, resulting to the Developer for loss of opportunity to sell Lots contained in the Plat or to develop and sell Lots in additions to the Plat, in the amount of One Hundred and 00/100 Dollars (\$100.00) per day.
 - (4) Attorneys fees incurred by Developer for enforcing any of the foregoing remedies.

ARTICLE VII
RIGHT OF FIRST REFUSAL

7.01 Right of First Refusal.

- (a) **Grant of Right of First Refusal.** In the event the Owner of any Lot for which a building permit has not been issued and the Owner has not commenced construction (i.e., completed installation of the foundation for the house to be constructed), shall receive a bona fide offer to purchase the Lot from an unrelated third party (which may include the exercise of any option to purchase, agreement to purchase or exchange the Lot or any similar agreement), and the offer to purchase shall be satisfactory to said Owner, said Owner shall give Developer the right of purchasing the Lot at the price and on the same terms and conditions of said offer to purchase. This right shall be given by a notice sent by said Owner to Developer at the address required by the terms of Section 5.00 hereof, together with a copy of the offer, requiring Developer to accept the offer in writing and to sign, within ten (10) days after the mailing of said notice, a contract to purchase the Lot on the same terms and conditions of said offer to purchase. If Developer elects to purchase the Lot, said Owner shall convey the same to Developer for the price and on the terms and conditions contained in said offer to purchase. Notwithstanding the foregoing, this provision shall not apply to a bona fide offer to purchase the Lot by an individual third party purchaser who intends to occupy the Lot as their primary residence.

- (b) **Failure of Developer to Sign Contract Within Ten (10) Day Period.** The failure of Developer to respond to said Owner's notice of the bona fide offer or to sign a contract within the ten (10) day period provided above shall be conclusively deemed an election by Developer not to purchase the Lot, in which case said Owner shall be at liberty to sell and convey the Lot on the same terms and conditions as contained in said bona fide offer to purchase. Any subsequent sale shall be subject to this right of first refusal. If said Owner does not consummate the transaction with a third party, Developer's right of first refusal hereunder shall be reinstated and apply to any subsequent offer.

- (c) **Interests in Owner Entity.** This right of first refusal shall also apply, on the same terms as set forth herein, to the sale by person of their controlling ownership interest(s) (shares of stock, membership interests or otherwise) in any entity owning a Lot.

- (d) **Expiration.** Notwithstanding any provision herein to the contrary, as to any particular Lot, the right of first refusal set forth herein shall expire two (2) years from the date of sale of said Lot by the Developer.

ARTICLE VIII

ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND OBLIGATIONS

8.00 Members. Every Lot Owner of a Lot shall automatically be deemed to be a member ("Member") of Hawks Valley Home Owners Association, Inc., a Wisconsin non-profit, non-stock corporation, its successors and assigns ("the Association"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

8.01 Voting. The Association shall have two classes of voting membership:

- (a) Class A. Class A Members shall be all Owners of Lots subject to the jurisdiction of the Association, with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each such Lot owned. When more than one (1) person holds any interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall a split vote be cast with respect to any Lot.
- (b) Class B. The Class B Member shall be the Developer. The Class B member shall be entitled to four (4) votes for each Lot owned. The Class B membership shall terminate and be converted to Class A membership at such time as the Developer no longer owns a Lot in the Subdivision.

8.02 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association are incorporated herein by reference.

8.03 Assessments. The Association shall have the right to assess both regular annual assessments and special assessments for the purposes set forth herein. The initial annual assessment shall be \$100.00 per Lot and shall be due and payable by January 31 of each year. As each individual Lot is sold by the Developer, the first Lot Owner other than the Developer shall pay at closing a prorated annual assessment for the remainder of the calendar year of closing. Unpaid assessments shall accrue interest at the rate of twelve percent (12%) per annum and shall constitute a lien on the Lot. The Association shall be entitled to legal fees incurred by the Association in collecting any unpaid assessments from a Lot Owner.

8.04 Obligations of the Association. The Association, subject to the rights of the Developer and Owners set forth in this Declaration, shall be responsible for enforcing this Declaration and for the maintenance of the sidewalks and grass areas along Mid Town Road and Woods Road as depicted on the Plat, all Plat identification monuments and signs, and

other furnishings and equipment related thereto, if any, located in the Plat (collectively "the Maintenance Areas"), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Maintenance of any and all landscaping and vegetation growing within the Maintenance Areas, shall also be the responsibility of the Association, including but not limited to mowing, fertilizing, planting, repairing, irrigation, replacement, additional plantings and in general keeping the highest quality of landscape standards for said easement. The Association shall keep the sidewalks located in the Maintenance Areas free from obstruction, including snow removal.

8.05 Damage or Destruction of Maintenance or Easement Areas by Owner. In the event any part of the Maintenance Areas are damaged or destroyed by an Owner or any of his or her guests, tenants, licensees, agents or members of his or her family, such Owner does hereby authorize the Association to repair said damaged area. The Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot of said Owner. No Owner shall construct any improvements in any Maintenance Areas.

8.06 Conveyance of Maintenance and Easement Areas Rights to Association. The Developer does hereby convey to the Association all easement rights in and to said Maintenance Areas for maintenance and other purposes as set forth herein and all rights to identification monuments or signs in the Plat. The Association hereby accepts said conveyances. The easement rights granted the Association herein may only be revoked by the unanimous vote of all of the Lot Owners.

8.07 City of Madison Remedies. In the event the Association fails to maintain the Maintenance Areas in the manner provided in this Declaration or under City ordinance, the City of Madison may, after thirty (30) days written notice and the opportunity to maintain has been given to the Association, take over maintenance of the Maintenance Areas, including entry upon any Lot as may be necessary, and assess, on a pro-rata basis, the cost of maintenance against each Lot in the Plat. The pro-rata share of such maintenance charges shall be a lien upon all the Lots within the Plat. In such event, such assessment shall be included in the tax bill for every Lot. Regardless of any limitations on the amounts assessed by the Association for the maintenance of the Maintenance Areas, the City of Madison shall not be limited in its authority to assess any additional sums for maintenance and repairs if the Association fails to maintain or repair the Maintenance Areas in the manner described in this Declaration or contrary to any applicable ordinance. ALL OWNERS OF THE AFFECTED LOTS HEREBY WAIVE NOTICE AND PROTEST OF ANY TAX ASSESSMENTS OR SPECIAL CHARGES LEVIED BY THE CITY OF MADISON AGAINST SUCH LOTS PURSUANT TO THIS DECLARATION.

ARTICLE IX

ENFORCEMENT

In addition to other remedies, the Association shall have the power to impose sanctions for any violation of this Declaration. The Association Board shall comply with the procedures in (a)-(d) below prior to imposition of sanctions.

- (a) the Association Board or its delegate shall serve the alleged violator with written notice describing: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) that the alleged violator shall have fourteen (14) days to present a written request for a hearing before the Association Board; and (iv) a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within fourteen (14) days of the notice.
- (b) That alleged violator shall respond to the notice of the alleged violation in writing within such fourteen (14) day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Association Board in writing within such fourteen (14) day period, the Association Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Association Board may, but shall not be obligated to, suspect any proposed sanction if the violation is cured within the fourteen (14) day period.
- (c) Prior to the effectiveness of sanctions imposed pursuant to this Section, proof of proper notice shall be placed in the minutes of the Association Board. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the hearing.
- (d) If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before the Association Board. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meetings of the Association Board shall contain a written statement of the results of the hearing (i.e., the Association Board's decision) and the sanction, if any, to be imposed.

- (e) In addition to other sanctions, in the event of any proceedings by the Association or the Developer to enforce this Declaration, the Lot Owner shall pay all actual attorneys fees incurred by the Association and Developer as part of the enforcement process.

IN WITNESS WHEREOF the undersigned "Developer" has set its hand and seal this 21 day of April, 2015.

WOODS ROAD INVESTMENTS, INC.
Developer

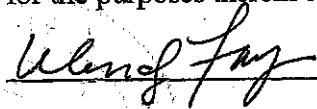
By:



Tony Heinrichs, President

STATE OF WISCONSIN)
) ss.:
COUNTY OF DANE)

Personally came before me, this 21st day of April, 2015, the above named Tony Heinrichs, President of the above named corporation, to me known to be such person who executed the foregoing instrument and acknowledge that he executed the same, by his authority, for the purposes therein contained.



Notary Public, State of Wisconsin

My Commission: 2/21/16

This document drafted by:
Attorney Vernon J. Jesse
MURPHY DESMOND S.C.
P.O. Box 2038
Madison, WI 53701-2038
(608) 257-7181