

DECLARATION OF PROTECTIVE COVENANTS

0000459

FOR
WESTVIEW HILLS SUBDIVISION,
IN THE CITY OF MADISON
DANE COUNTY, WISCONSIN

DANE COUNTY
REGISTER OF DEEDS

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Name and Return Address

Douglas D. Stitgen
2660 Stardust Trail
Verona, WI 53593

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Parcel Identification Number (PIN)

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DECLARATION OF PROTECTIVE COVENANTS 000460
FOR
WESTVIEW HILLS SUBDIVISION
IN THE CITY OF MADISON,
DANE COUNTY, WISCONSIN

RE: 22 Lots inclusive, Westview Hills Subdivision, in the City of Madison, Dane County, Wisconsin.

WHEREAS, Douglas D. Stitgen, an adult resident of the State of Wisconsin, is the owner of real estate described as follows:

Lots 1-9 of Block 1 and Lots 1-12 of Block 2 and Lot 1 of Block 3, inclusive, Westview Hills Subdivision, in the City of Madison, Dane County, Wisconsin, according to the recorded plat thereof (the "Subdivision"); and

WHEREAS, the term "Lots," as used herein, shall be deemed to refer to Lots 1-9 of Block 1 and Lots 1-12 of Block 2 and Lot 1 of Block 3, Westview Hills Subdivision, together with any other lots that may, by a recorded instrument executed by Developer (as defined herein), be subjected in the future to the terms of this Declaration; and

WHEREAS, the Developer desires to control the use and architecture of each Lot, and obligate the Owners of the Lots and their heirs, successors and assigns as Owners of the Lots (the "Owners") to be bound by certain conditions, restrictions and reservations for the benefit of each Owner.

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

1. Developer. As used herein, the term "Developer" shall refer to Douglas D. Stitgen, or any party designate by Douglas D. Stitgen as the assignee of his rights as "Developer" hereunder pursuant to a written instrument recorded with the Dane County Register of Deeds. At such time as Douglas D. Stitgen and any party designated by Douglas D. Stitgen as the assignee of his rights of "Developer" hereunder ceases to own more than two-thirds of the Lots, the Developer described in this declaration shall become the Westview Hills Neighborhood Association. Jerome and Carol Mullins, the adjacent property owners to the east and south, shall have the same approval authority as the developer, so long as they continue to own the said adjacent property.

2. Neighborhood Association. As used herein, the term "Neighborhood Association" shall refer to an organization with the Owners of the Lots of Westview Hills as the only members. This Association shall elect a President, Vice President, Secretary and Treasure and shall serve at the discretion of the Owners. The Association Officers shall be elected by the Owners with the Owner of each Lot entitled to one vote. The Association shall have specific responsibilities and a budget as approved by the Owners.

3. Architectural Requirements.

(a) No building shall be erected or placed on any Lot until the plans, specifications, plot plan, landscaping plan and elevations showing the location of such building (and its elevation relative to the street) have been approved in writing by the Developer. Furthermore, no alternation in the exterior appearance of any then-existing buildings, including, without limitation, exterior remodeling and the construction of patios, decks and swimming pools, shall be allowed without the prior written approval of Developer. Architectural approval by Developer shall be granted or denied within fifteen (15) days after submission of the complete set of plans, specifications and elevations. In the event approval is not denied within fifteen (15) days, approval shall be deemed granted.

- (b) No house shall be erected on any Lot with less than the following square footage:
 - (i) For single-story houses, not less than two thousand (2000) square feet.
 - (ii) For two-story houses, not less than twenty-eight hundred (2800) square feet.
 - (iii) For bi-level or raised ranch houses, not less than twenty-eight hundred (2800) square feet of finished space.
 - (iv) For tri-level houses, not less than twenty-eight hundred (2800) square feet of finished space.

The above minimum square footage requirements may be waived by the Developer if the proposed architecture of the house is such that, in the opinion of the Developer, it is appealing and compatible with other houses in the Westview Hills Subdivision. For the purpose of determining floor area, stair openings shall be included, but open porches, attached garages or basements (even if finished) shall not be included.

- (c) No building previously erected elsewhere shall be moved onto any Lot.
- (d) No fences shall be erected on any part of any Lot without the prior written approval of Developer, excepting, however, fences enclosing swimming pool areas that are required in order to comply with applicable laws and ordinances.
- (e) No above-ground swimming pool shall be permitted.
- (f) No active solar collector or panels may be placed or maintained on any portion of a Lot or building without the prior written approval of Developer.
- (g) Within thirty (30) days of completion of any house upon any Lot, subject, however, to delays resulting from weather and climatic conditions, each Owner shall comply with the following landscape requirements:
 - (i) A minimum of Two Thousand Dollars (\$2,000) shall be spent on plantings in the front yard.
 - (ii) The front and side yards shall be sodded. The balance of the yard shall be either sodded or seeded.
 - (iii) Driveways shall be of concrete, blacktop or paving brick and shall be installed immediately upon substantial completion of construction, weather permitting.
- (h) Each house shall have not fewer than two (2) nor more than three (3) automobile garage stalls, which shall be attached to or contained within the structure. The existing duplex on Lot 1 of Block 1 shall be excepted.
- (i) No wind-powered generator, exterior television or radio antenna or satellite dish shall be placed or maintained on any portion of a Lot or any building located thereon without the prior written approval of Developer.
- (j) The following lot coverage requirements shall apply:
 - (i) General: No building, together with its accessory buildings and structures, shall cover in excess of thirty percent (30%) of the total lot area.

(ii) Front Yard: No accessory buildings, structures or driveways shall cover more than thirty percent (30%) of the front yard, defined as the area between the principal building and the front property line.

(iii) Side Yards: No part of the yard created by a side yard setback may be covered by buildings, structures or pavement except for walkways.

(iv) Rear Yard: No accessory buildings, structures or driveways shall cover more than thirty percent (30%) of the yard located between the rear of the principal building and the rear property line.

(k) The Developer may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots. In reviewing plans and specifications pursuant to Section 3(a) hereof, Developer reserves the right to place height limitations on such structures in order to preserve views from neighboring Lots.

(l) The Developer is authorized to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

4. Use Restrictions.

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

(b) Lots 2-9 of Block 1 and Lots 1-12 of Block 2 shall be as R-1 and as such used exclusively for Single-Family houses. Lot 1 of Block 1 and Lot 1 of Block 3 shall be designated as R-3 and as such be restricted to Single-Family or Two-Family residential.

In the event the existing 2 family structure on Lot 1 of Block 1 is destroyed, at that time an additional 15 feet of road right of way along County Highway M will be dedicated at the request of the City of Madison, Town of Middleton or the County of Dane. In the event the governing jurisdiction determines that the full 60 feet of right of way is needed for public purposes, then the additional 15 feet shall be dedicated at no cost to the public including damages to the property.

(c) Storage of campers, trailers, motor homes, boats, semi-tractors and trailers shall be prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purposes of loading or unloading for a period not to exceed four (4) hours. No cars or other vehicles shall be parked on lawns or yards at any time.

(d) Accessory buildings (including, without limitation, trailers, shacks, barns, or outbuildings) are expressly prohibited.

(e) No noxious or offensive trade or activity shall be carried on nor shall anything be done which may or will become a nuisance to the neighborhood. Nuisances such as loud or unreasonable noises shall not be permitted to exist upon any Lot so as to be detrimental to any neighboring Lot or its occupants. Exterior lighting shall not be directed in such a manner as to create annoyance to neighbors. Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection. No clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis. Lots shall be maintained in a neat appearance.

(f) It is understood that the property to the east and the south, currently owned by Jerome and Carol Mullins, is intended to be developed with single-family housing, with the possible exception of that portion of the immediately adjoining land which is located along highway M, which may be developed may be developed as multi-family housing, with the nature and lot size of such homes to be at the discretion of the owners of the adjoining lands. Each purchaser and owner of lots in this sub-

division is aware of the same and accepts and agrees to such development, in purchasing a lot in this sub-division.

It is further understood that the adjacent lands are intended for development with upscale housing similar in nature with this sub-division.

5. Public Water and Sewer . At such time as Public Water and sanitary Sewer is available from the City of Madison to the Owners of the Lots in Westview Hills, these utilities shall be installed and connections made at the Owners expense. The City of Madison as having standing to bring proceedings at law or equity against an owner who refuses to connect to public water and public sanitary sewer upon request of the City.

The following paragraph is cross-referenced to the plat:

At such time as public water and sanitary sewer are available from the City of Madison to the owner of any lot within this plat, said public utilities shall be installed and connection made thereto at the owners' expense, pursuant to Madison General Ordinances, upon request of the City. This restriction shall run with the land, shall be binding on the developer and all subsequent lot owners, their heirs, successors and assigns, shall constitute a restriction for public benefit pursuant to Sec. 236.293, Wis. Stats., and shall be subject to enforcement by specific performance by the City should the developer or any subsequent lot owner refuse to install and connect said public utilities upon request by the City.

#5 Agreement to pay to extend utilities when they are available.

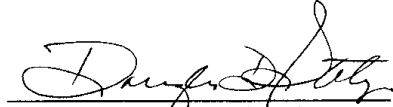
6. Enforcement. If any Owner shall violate or attempt to violate any provision of this Declaration, then all other Owners shall have a standing to bring proceedings at law or in equity against the Owner violating or attempting to violate any such provisions, and the prevailing party shall be awarded reasonable attorneys' fees and costs.

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

8. Partial Invalidity. Invalidation of any one of these covenants or any severable part of any covenant by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

9. Liability of Developer. The Developer shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans and specifications; or (c) the development of any property within the Subdivision.

IN WITNESS WHEREOF, Developer has executed this Declaration of this 17th day of April, 1997.

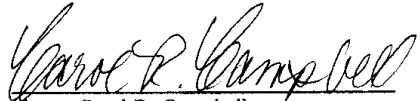


Douglas D. Stitgen ("Developer")

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 17th day of April, 1997, Douglas D. Stitgen, who executed the above document and acknowledged the same.



Name: Carol R. Campbell
Notary Public, State of Wisconsin
My Commission: Expires July 12, 1998