

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR THE
PLAT OF PARK VIEW ESTATES,
IN THE VILLAGE OF MCFARLAND,
DANE COUNTY, WISCONSIN**

Name & Return Address:

Elaine Urso, L.L.P.
2923 Camp Leonard
McFarland, WI 53558

Parcel identification

Nos.: See Attached Exhibit A

Elaine Urso, L.L.P. (Developer) owns certain lots in the recorded plat of Park View Estates in the Village of McFarland, Dane County, Wisconsin, further described as: Lots one (1) through and including forty-four (44), forty-seven (47) through and including fifty (50), and lots fifty-two (52) through and including one hundred twenty-seven (127).

Developer desires to subject those lots owned by Developer to this Declaration.

Developer declares that those lots shall be subject to this Declaration; and shall be held, sold, occupied and conveyed subject to this Declaration.

ARTICLE I

DEFINITIONS

1.1 The following definitions shall apply to this Declaration:

- (a) ACC shall mean the Architectural Control Committee established pursuant to Section 3.1. The ACC is sometimes referred to as the "Park View Estates

Architecture and Landscape Review Committee” and the “Architecture Review Committee.”

- (b) Declaration shall mean this declaration, as amended and supplemented from time to time.
- (c) Developer shall mean Elaine Urso, L.L.P., a Wisconsin limited liability partnership, and its representatives, successors and assigns.
- (d) Lot or Lots shall mean all lots in the plat of Park View Estates in the Village of McFarland, Dane County, Wisconsin, except for those lots dedicated to the public by the plat.
- (e) Owner shall mean the person or persons owning the fee simple title to a Lot, except if a Lot has been sold on land contract, the Owner shall be the person or persons named as purchaser in the land contract.

ARTICLE II

STATEMENT OF PURPOSES

- 2.1 General.** The general purposes of this Declaration are to help ensure that the Lots will become and remain an attractive community; to preserve and maintain the natural beauty of the Lots; to ensure the most appropriate development and improvement of each Lot, including construction of attractive and harmonious residential structures; and to ensure the highest and best residential development of the Lots.
- 2.2 Developer’s Intent to Develop Lots in Phases.** This Declaration provides covenants and restrictions which are general in nature and which apply to all the Lots. Developer intends to develop the Lots in phases, and may record additional covenants that are specific to each phase of the Lots.
- 2.3 Specific Covenants.**
 - (a) Lots 1-44, 47-50, and 52-127. All construction on lots covered by this Declaration will consist of single family homes or duplexes.
 - (b) Lots 34 through 45, Phase I. Developer will include a seventy-five foot vegetative wetland buffer strip on lots 34 through 45 as shown on the Preliminary Plat; no buildings, structures, fences, patios, driveways, or

impervious surfaces of any kind may be constructed in the vegetative wetland buffer strip.

- (c) Lots 3 through 19 and 34 through 42, Phase I. No foundation shall be constructed or installed below 864 feet above mean sea level and no floor thresholds and window openings shall be constructed or installed below 866 feet above mean sea level on Lots 3 through 19 and 34 through 42 as shown on the Preliminary Plat.
- (d) Lots 45 and 46. The driveways for Lots 45 and 46 must extend to Perrot Place, and may not connect to Elvehjem Road.
- (e) Lot 88. The driveway for Lot 88 must extend to Prairie Wood Drive, and may not connect to Wiouwash Way.

2.4 Lots 45, 46 and 51.

- (a) Lot 45 is not covered in this Declaration except as referred to in Section 2.3(b) and (d), above. By way of information, Lot 45 is reserved for the construction of four-unit structures.
- (b) Lot 46 is not covered in this Declaration except as referred to in Section 2.3(d), above. By way of information, Lot 46 is reserved for the construction of four-unit structures.
- (c) Lot 51 is not covered in this Declaration. By way of information, Lot 51 is reserved for the construction of a non-profit senior housing facility.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 Architectural Control Committee.

- (a) The ACC shall initially be the Developer. Any information, notices, requests or other documentation sent to the ACC shall be sent to:

Kenneth P. Urso
c/o Sveum Enterprises, Ltd.
2927 South Fish Hatchery Road
Fitchburg, Wisconsin 53711
(608) 276-3177

- (b) Developer may at any time appoint Sveum Enterprises, Ltd., as its agent to act as the ACC. Alternatively, Developer may at any time resign from the ACC and appoint any five Owners as the new members of the ACC. The Developer shall record a statement of its resignation and such appointment(s) with the Dane County Register of Deeds, and file one copy of such statement with the Village. In the recorded statement, the Developer shall specify a procedure by which subsequent members of the ACC may resign, be replaced, and be elected. The ACC shall act by majority vote.

3.2 Necessity of ACC Approval.

- (a) As to Plans. All plans for buildings, landscaping, fences, kennels, walls, or other structures or improvements to be constructed on any Lot, along with all site plans, shall be approved prior to construction, in writing, by the ACC.
- (b) As to Ongoing Alterations. All proposed alterations to the exterior appearance of any buildings erected or placed on any Lot, including, but not limited to, exterior remodeling, exterior repainting in different colors from those previously approved, and the construction of patios, decks, tennis courts, exterior lighting, flag poles, swimming pools and other improvements on Lots, shall be approved prior to construction, in writing, by the ACC.

3.3 Required Submissions. In addition to any other information which the ACC may reasonably request, each Owner shall submit the following to the ACC in conjunction with any request for approval of any construction or improvements on any Lot:

- (a) Two sets of drawings and written specifications of the proposed structures showing at a minimum floor plans, elevations of all views of the structure, exterior finishes, roofing type, driveway location, structure locations, description of exterior materials and colors, fence and wall details; and
- (b) Two sets of landscape and site plans for the Lot identifying proposed grades and landscaping, including an indication of the top of the foundation wall in relation to the nearest curb elevation, proposed storm water drainage, and

a narrative description of how the Owner will comply with the landscaping requirements set forth in Article IV and with any additional covenants subsequently recorded by the Developer or the Owners. Approval shall not be granted if the proposed elevation for the structure and storm water drainage is not compatible with neighboring lots or structures and the overall drainage of the subdivision.

(c) Address for mailing the determination of the ACC.

3.4 ACC Approval. The ACC shall approve or disapprove a submission within thirty (30) days of its receipt. The ACC's decision shall be in writing. If the ACC fails to mail its decision within the time limit, approval will be deemed to have been given and the applicable covenants and restrictions in this Declaration shall be deemed to be met. If a submission is approved, changes to the approved submission must be resubmitted to, and approved by, the ACC.

3.5 Standards; Discretion of ACC. The ACC shall have the right to reject any submission which, in the opinion of the ACC, is not in conformity with the provisions and purposes of this Declaration. The ACC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to the Owner's Lot, shall and hereby does release the ACC and the Developer from any liability based upon the good faith exercise of their duties under this Declaration. Refusal of approval of submissions by the ACC may be based on any grounds, including purely aesthetic grounds, which the ACC in its sole and good faith discretion deems sufficient.

While the ACC at all times will have the final decision, the following guidelines are offered for the benefit of Owners:

- (a) The submission shall specify roof material, tone and pitch. The ACC will only approve submissions with roofs having architectural shingles and a minimum 6/12 pitch.
- (b) The submission shall specify quality of the materials to be used.
- (c) Soffits may be either aluminum or wood.
- (d) Various types of siding are admissible, but generally only one type of siding will be approved for any one house.

- (e) Desired color schemes shall be submitted to the ACC for approval. The ACC will generally attempt to coordinate trim and siding colors to provide the most aesthetic combination for a particular house, taking into consideration the general color scheme of the neighboring homes.
- (f) The ACC shall have the right, in its sole discretion, to require brick, stone, shutters, corner boards and other similar items which it deems desirable for a particular submission.

3.6 Variances. The ACC shall have the right, in its sole discretion, to grant a variance to any of the covenants and restrictions in this Declaration.

3.7 Zoning. All Lots are further subject to the applicable zoning laws, ordinances and building codes. In case of any conflict, the more stringent requirement shall govern.

3.8 Preliminary Sketches. Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submission of the information required for final approval.

3.9 Liability of the Developer, ACC and its Members.

- (a) Except as provided in Section 3.8(b), the Developer, the ACC and its members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any submissions or on account of the development of any property within the Lots.
- (b) An Owner shall have the right to injunctive relief against the Developer, the ACC or its members if the ACC refuses in bad faith to act upon a request made to the ACC. If an Owner brings an action for such injunctive relief and fails to establish that the Developer, the ACC or its members were guilty of bad faith in failing to act upon the Owner's request, the Owner shall be obligated to pay to the Developer, the ACC and its members all of the reasonable attorneys' fees and disbursements incurred by them in connection with the action.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

All Lots and their improvements shall be subject to the following architectural restrictions:

- 4.1 Building Sites.** Unless otherwise provided in future recorded covenants with regard to future phases of the Lots, all buildings constructed on Lots shall have front, side and back yards that, at a minimum, conform to applicable zoning ordinances.
- 4.2 Surface Elevation.**
- (a) Except as provided in Section 4.2(b), the elevation of any Lot within the Lots shall not be changed so as to materially affect the surface elevation, grade or drainage patterns to the surrounding Lots. No Owner shall grade, alter or obstruct any drainage swale or comprehensive drainage flows as in effect at the time of development by the Owner in a way which impedes the flow of drainage water from other Lots across the swale or flows. Any Owner who violates this section shall be required to repair or restore the drainage swale or flows at the Owner's sole expense. If an Owner violates the grading, site or landscaping plans submitted by the Owner to the ACC, the ACC or any affected Owner shall have a cause of action against the violating Owner for both damages and injunctive relief. No earth, rock, gravel, or clay shall be excavated or removed from any Lot without the prior written approval of the ACC.
 - (b) Notwithstanding the restriction in Section 4.2(a), the Developer shall have the right at any time to grade or regrade the Lots to accommodate, alter or establish drainage flows. The Developer shall not be liable to any Owner for any such grading or regrading, except that if the grading or regrading occurs after the Owner has seeded or installed sod on the Owner's Lot, and if the grading or regrading damages the Owner's grass or sod, the Developer shall be obligated to reasonably restore the grass or sod to its condition prior to the grading or regrading.
 - (c) Developer shall provide the Village Building Inspector with final corner elevations and a master grading plan for the Lots. Site plans for each Lot must conform with the known corner elevations and master grading plan as on file with the Village Building Inspector.

4.3 Building Size. Residential construction plans and specifications shall comply with the following minimum requirements for finished living space. For the purpose of determining finished living space, stair openings shall be included, but open or screened porches, attached garages, and non-exposed basements, even if the basement is finished for recreational use, shall be excluded.

- (a) Single story houses shall have not less than 1,100 square feet of finished living space.
- (b) Two story houses shall have not less than a combined total of 1,300 square feet of finished living space.
- (c) Raised ranch or bi-level houses shall have not less than 1,100 square feet of finished living space on the upper level.
- (d) Tri-level houses shall have not less than 1,100 square feet of finished living space on the upper two levels.
- (e) The finished living space minimum requirements may be adjusted by the Architectural Review Committee in its absolute discretion.

4.4 Construction Deadline. Construction of each approved building shall be completed to Village of McFarland certificate of occupancy status within six (6) months after issuance of a building permit for the building. Landscaping (including grading, sodding and seeding) and installation of any driveway on any Lot shall be completed within eight (8) months from date of issuance of a building permit. If construction or landscaping is delayed due to matters beyond the control of the Owner, the time for completion shall be extended by the period of such delay.

4.5 Garages. Each house shall have not less than two (2) nor more than three(3) automobile stalls located within an attached or basement garage.

4.6 Landscaping requirements and Restrictions. All Owners shall comply with the following landscaping requirements and restrictions:

- (a) Sodding and Seeding. Yards shall be sodded or seeded within thirty (30) days of completion of construction. If weather conditions delay completion of sodding or seeding, sodding or seeding shall be completed as soon as weather permits.

- (b) Additional Landscaping Requirements. Owners, at their expense, shall be responsible for complying with any additional landscaping requirements set forth in subsequently recorded covenants. The Developer may subject each phase of the Lots to additional varying landscaping requirements.
- (c) Ongoing Maintenance. Each Owner shall be responsible for the ongoing landscaping maintenance of the Owner's Lot, including the adjoining street terrace. During the growing season, each Owner shall mow the vacant portion of the Owner's Lot at least once every three weeks to a height not exceeding six inches. Each Owner shall shovel snow from any adjacent sidewalks within the time required by applicable ordinance. All areas of a Lot not used as a building site or an approved landscaped area or under cultivation as a family garden shall be sodded or seeded, as applicable, and be kept free of noxious weeds. No front or side yard may be cultivated for use as a fruit or vegetable garden.
- (d) Fencing/Screening. Owners shall not install any fence, kennel or wall of any kind without prior written approval from the ACC. An Owner, however, may construct a fence not exceeding four feet in height around a swimming pool approved by the ACC, provided that the ACC approves the style and material of the swimming pool fence. The Owner of a Lot containing a swimming pool shall also obtain the written approval of adjoining Lot Owners of the plans for the swimming pool fence. Owners shall screen all fences and kennels with landscaping as approved by the ACC.

4.7 Driveways. Unless otherwise approved by the ACC, all driveways shall be poured concrete and shall be installed within eight (8) months from the date of the issuance of the building permit for the Lot.

4.8 Signs. No signs of any type shall be displayed on any Lot or Outlot without prior written approval of the ACC, and, if applicable, the Village of McFarland, except lawn signs of not more than seven square feet advertising a home or Lot for sale or signs of any size displayed by the Developer as part of the Developer's marketing of the Lots. The Developer may also erect permanent signs at entrances identifying the Lots.

4.9 Utilities. An Owner shall not change the elevation of any utility easement or otherwise interfere with any utility easement right except as permitted by the applicable electric, gas, telephone, cable, sewer, water or other utility using or owning such easement. The Owner shall be responsible for any damages caused based on changes of grade or other interference.

- 4.10 Resubdivision.** No lot shall be resubdivided, except with the prior written approval of the ACC. This section shall not be construed to prevent the use of one Lot and part or all of another Lot or Lots as one building site.
- 4.11 Existing or Prefabricated Buildings.** No buildings previously erected elsewhere may be moved onto any Lot, except new prefabricated construction approved in writing in advance by the ACC.
- 4.12 Temporary Dwellings; Outbuildings.** No trailer, basement, tent, shack, garage, barn, or any part, shall ever be used as a residence, temporary or permanent, on any Lot. No residence shall be of a temporary character. No outbuildings or accessory buildings, including storage sheds, shall be permitted on any Lot without prior written approval of the ACC.
- 4.13 Dog Houses.** No dog house may be erected on a Lot without the prior written consent of the ACC. No dog house shall exceed three feet by four feet. Any dog house shall be adjacent to the house or garage constructed on the Lot. An Owner desiring to construct a dog house shall submit to the ACC for its approval all plans for the dog house, including elevations, materials, color and site plan. The Owner shall provide landscaping or fencing to screen the dog house from adjoining Lots as required by the ACC.
- 4.14 Exterior Lighting.** Any exterior lighting installed on a Lot shall either be indirect or of such controlled focus and intensity that the lighting will not disturb the owners of adjacent Lots. The light posts for any exterior yard lighting of a Lot shall be of a design which is harmonious with the style and architecture of the building on the Lot.
- 4.15 Miscellaneous.**
- (a) No wind-powered electric generators, exterior television or radio receiving or transmission antenna or satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot or building without prior written approval of the ACC. None of such which are visible shall exceed 35 inches in diameter. Satellite dishes of 35 inches or less shall be permitted on the back of a building in the most unobtrusive location, as that location is approved in writing by the ACC.
 - (b) No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the ACC.

- (c) No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the ACC, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat or parallel to the plane of the roof are preferred but still must be approved by the ACC.
- (d) No garbage, refuse, rubbish, or cuttings shall be deposited on any street or road or on any Lot or Outlot unless placed in a suitable sanitary container. No Lot or Outlot shall be used or maintained as a dumping ground for rubbish, trash, leaves, lawn clippings, rocks or sanitary containers subject to municipal ordinances. This section shall not prohibit the construction and operation of a compost system approved in writing by the ACC. There shall be no incinerator or similar equipment kept or used on any Lot.
- (e) No building material of any kind or character shall be stored upon any Lot except in connection with construction approved by the ACC. Construction shall be promptly commenced and be diligently pursued as soon as any building materials are placed on any Lot.
- (f) Front yard decorations, including wildlife reproductions, other than approved lightings, mailboxes, or seasonal decorations are prohibited.

4.16 Play Equipment and Structures. No swing set or other play equipment or structure shall be installed on any Lot without the prior written approval of the ACC. Any such structure or equipment shall be set back at least 10 feet from each property line of the Lot.

ARTICLE V

USE RESTRICTIONS

5.1 Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, or allowed to annoy neighbors. No animals having vicious propensities shall be kept on a Lot.

5.2 Parking. Parking of commercial or service vehicles, including lawn tractors, owned or operated by residents within the Lots or on the streets adjoining the Lots shall be prohibited unless kept inside garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles on any Lots or on the streets

adjoining the Lots shall be prohibited except in garages. This section shall not prohibit the temporary parking of any vehicles for the purpose of loading or unloading at the Lot at which parked, for a period not to exceed twenty-four hours. No cars or other vehicles shall be parked on lawns or yards within the Lots at any time.

Any cars or comparable motor vehicles owned or operated by residents of a Lot shall also be kept inside garages, except that the residents may park in driveways such vehicles which are in regular, daily use. For this purpose, a vehicle shall be considered in regular, daily use if the resident uses the vehicle for travel to and from the Lot at least once every 72 hours.

5.3 Appearance. Each Owner shall be responsible for maintaining the Lot and all its buildings in a neat appearance at all times. This covenant shall apply to all Lots from the date of purchase, regardless of whether a building has been or is in the process of construction. The Owner's obligation shall include, but is not limited to the following:

- (a) Noxious Weeds. All areas of Lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep the areas free from noxious weeds. All lawns shall be free from noxious weeds.
- (b) General Upkeep. The Owner shall keep the Owner's Lot and its buildings and other improvements in good order and repair and free of debris, including, but not limited to, the pruning of all trees and shrubbery, the painting or other external care of all buildings and other improvements, and the tasks described in Section 4.6(d), all in a manner and with such frequency as is consistent with good property management.
- (c) Trash. Trash containers shall be kept inside of garages and may be placed upon the curb only on days of trash collection. No garbage, refuse or cuttings shall be placed upon the curb unless in a suitable container.

5.4 Activities. No noxious or offensive trade or activity may be carried out on a Lot which will become a nuisance to the neighborhood or any other Lot within the Lots. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back yards, and shall be reviewed and approved by the ACC. No firearms may be discharged within the Lots.

ARTICLE VI

GENERAL PROVISIONS

- 6.1 Term.** This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any of the Lots for a period of twenty-five (25) years after this Declaration is recorded, after which time this Declaration shall automatically stand renewed for successive five (5) year periods unless terminated as provided in Section 6.2.
- 6.2 Amendment.**
- (a) While the Developer owns any Lot, the Developer by its sole act shall have the right to terminate or amend this Declaration by an instrument signed by the Developer and recorded with the Dane County Register of Deeds.
 - (b) After the Developer ceases to own any Lot, the Owners, by the vote or consent of Owners owning two-thirds or more of the Lots then comprising the Lots, shall have the right to amend or terminate this Declaration by an instrument recorded with the Dane County Register of Deeds.
 - (c) As Covenants contained in Sections 2.3(a-e), 4.2(a), 4.10, 4.12 and this Section 6.2(c) are intended for public benefit and may be enforced by the Village, said Sections may not be amended except as agreed to in writing by the Village pursuant to Section 236.293, Stats.
- 6.3 Invalidation.** Invalidation of any one of these covenants 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.
- 6.4 Exculpation.** Except as provided in Section 3.8(b), the ACC shall not be liable for damages to any person submitting a request for approval, or to any Owner, tenant, or mortgagee of any of the Lots or anyone else by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

The ACC's review of plans does not include review for structural soundness or compliance with any applicable building codes and practices. The ACC is not representing that any home or site plan meets any state, federal, county, or local setback requirements, statutes, building codes, or ordinances. The Owner of the Lot and the Owner's builder shall have the sole responsibility to ensure compliance

Notary Public, State of Wisconsin
My commission: _____

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