



KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

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## TIMBER LANE PRESERVE

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS FOR LOTS 1 THROUGH  
6, INCLUSIVE,  
PLAT OF TIMBER LANE PRESERVE

This Document Prepared by and when  
Recorded Return to:

Melanie S. Lee  
Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 700  
Madison, WI 53703

See Exhibit A

Parcel Numbers:

070831360010

070831360120

070831360230

070831360340

070831360450

070831360560

## TIMBER LANE PRESERVE

THIS TIMBER LANE PRESERVE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS (this "Declaration") is made effective as of November 29,  
2024, by SCHREINER VENTURES, LLC ("Developer").

## **RECITALS:**

A. Developer is the owner of Lots 1 through 6, inclusive, Plat of Timber Lane Preserve, as recorded on November 22, 2024, in the office of the Dane County, Wisconsin Register of Deeds, Volume 62-021B, pages 115-117, Document No. 5998135 (the "Timber Lane Preserve"). A copy of the Plat is attached as Exhibit A.

B. Developer desires to subject the Property to certain covenants, conditions, restrictions, and easements to ensure that Timber Lane Preserve becomes and remains a high-quality residential community.

## **COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS:**

**NOW, THEREFORE**, the Developer declares the Property shall be owned, held, and occupied subject to the following covenants, conditions, restrictions, and easements.

### **ARTICLE 1 STATEMENT OF PURPOSE**

Timber Lane Preserve is intended to be developed according to an innovative plan for a high-quality residential community that blends with the countryside and preserves the natural character of the existing landscape. The purpose of this Declaration is to assist the Owners of Lots in achieving a compatible and attractive arrangement of high-quality homes that will retain and enhance the value of their investment.

### **ARTICLE 2 DEFINITIONS**

The following definitions shall apply to this Declaration:

2.1 "*Committee*" shall mean the Architectural Control Committee established under Section 3.2.

2.2 "*Court*" shall mean Dane County, Wisconsin Circuit Court.

2.3 "*Declaration*" shall mean this Timber Lane Preserve Declaration of Covenants, Conditions, and Restrictions.

2.4 "*Developer*" shall mean Schreiner Ventures, LLC, and its successors and assigns.

2.5 "*Development*" shall mean all of the Lots subject to this Declaration.

2.6 "*Improvement*" or "*Improvements*" include any buildings, driveways, decks, patios, and all other structures of every kind and description.

2.7 "*Lot*" or "*Lots*" shall mean a platted lot or lots shown on the Plat.

2.8 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title to a platted Lot within the Property, except that as to any such Lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

2.9 "Plat" shall mean the Plat of Timber Lane Preserve.

2.10 "Property" shall mean the real estate legally described in paragraph A of the Recitals. The Property may also be referred to as Timber Lane Preserve.

2.11 "Town" shall mean the Town of Middleton, Wisconsin.

### **ARTICLE 3 PROTECTIVE COVENANTS, ARCHITECTURAL CONTROL**

#### **3.1 General Purpose, Standards, Variances.**

A. *General Purpose.* The general purpose of the covenants, conditions, and restrictions set forth in Article 3 (the "Protective Covenants") is to assure that the Development will become and remain an attractive community; to ensure the most appropriate development and improvement of each Lot; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious Improvements and use of material and color schemes; to ensure the highest and best residential development of the Property; and to encourage and secure the construction of attractive residential structures.

B. *Standard of Review.* It is the intent of these Protective Covenants to create reasonable covenants, conditions and restrictions that are enforced in a reasonable manner. In any enforcement action, the Court or, if the involved parties agree, an arbitrator shall interpret and enforce these Protective Covenants in a manner that will impose a reasonable result balancing the cost to the Owner of the applicable Lot subject to the enforcement action and the impact to the Development.

#### **C. *Variances.***

1. The Committee shall have the right to grant variances from any provision of Article 3 this Declaration where such variance is not inconsistent with the intent and spirit of this Declaration, and such variance is reasonable and does not have a significant, negative impact on the aesthetics or property values of the Development or other Lots, provided that the Town also approves the variance if such variance applies to Sections 3.1.H, 3.1.I, 3.2.D, 3.3.A, 3.3.F, 3.3.G, the last two sentences of 3.3.H, the last sentence of 3.3.I, 3.3.J, 3.3.M, 3.3.N, 3.3.Q, 3.3.R, 3.3.S, 3.3.T, the second sentence of 3.3.V, and the second and third sentences of 3.4.I of this Declaration. The granting or denial of any variance by the Committee shall be subject to the Standard of Review set forth under Section 3.1.B. If any condition is constructed without approval and not in compliance with this Declaration and no enforcement action has been brought for a period of one (1) year following completion of the construction project giving rise to the

condition, such condition shall be deemed to be subject to a variance as if the same had been granted by the Committee pursuant to the provisions of this Declaration, except that this sentence shall not apply to variances that would require approval of the Town under this Section 3.1.C.1.

2. Owners are obligated to comply with all applicable laws and codes, regardless of whether a variance has been granted. The granting of a variance hereunder shall not be deemed a representation that the condition would comply with applicable laws and codes.

D. *Inspections.* The Committee and its designated representatives shall have the right to access the Lot and observe the construction of any Improvements to any Lot during regular business hours, without notice, to satisfy itself that the construction is being performed in general accordance with the plans and specifications previously approved by the Committee. The Committee shall exercise all reasonable care during any such inspection, shall not enter any construction area without the consent and supervision of the contractor responsible for the construction area, and shall not physically interfere with any construction work during such inspection. In no event shall this right give rise to a duty on the part of the Committee to conduct such observations or any inspections, nor shall the Committee's approval of such construction imply that the plans and specifications are sound, constructable, or compliant with laws, codes, or recorded covenants, including, without limitation, this Declaration.

E. *Architectural Control.* No building or other Improvement shall be erected, placed or Significantly Altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee. The term "Significantly Altered" shall mean any remodeling, addition, or Improvement that results in an exterior change in color, materials or fenestration or that increases the square footage of the existing Improvements, including, without limitation, structures and impervious areas.

F. *Easements Affecting Lots.* "Easements" means the platted Utility Easement located within the Utility Easement Areas as shown on Lots 1-6 of the Plat, the platted Stormwater Conveyance Easements located within the Stormwater Conveyance Easement Areas as shown on Lots 1-4 of the Plat, the Stormwater Access Easement located within the Stormwater Conveyance Easement Area located on Lot 3, the platted Stormwater Access Easement located on Lot 2, the platted Stormwater Management Easements located within the Storm Water Management Easement Areas on Lots 1-5 of the Plat, the platted Shared Driveway Easement located on Lots 4-5, the platted Emergency Services Easement located within the Shared Driveway Easement Area, the Landscape Easement located within the Landscape Easement Area on Lots 1-6 of the Plat and the Mailbox Easement located within the "Mailbox Easement Area" located on Lot 4 of the Plat.

G. *Preliminary Sketches.* Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submission of plans and specifications for final approval.

H. *Site Plan Approval by Town.* For those Lots which contain Stormwater Management Easements and/or Stormwater Conveyance Easements, site plan approval from the Town is required before any Improvements are constructed.

I. *Ongoing Maintenance of the Improvements to a Lot.* Each Owner shall be responsible to appropriately maintain the condition of the Improvements located upon its Lot, including, without limitation, all finished surfaces free of dirt, mold and damaged or decaying materials; all lawns free of weeds and noxious or invasive plants, and regularly mowed; all trees and shrubs trimmed of dead limbs; and gardens and beds in season-appropriate condition.

### 3.2 Architectural Control Committee.

#### A. *Establishment Duties*

1. The Committee shall be established pursuant to Section 3.2.A.2 below of this Declaration, which Committee shall have the rights and obligations set forth in this Declaration and any powers necessary to exercise those rights.

2. The Committee shall initially consist solely of the Developer and shall exist in that form so long as the Developer or its members owns any interest in any Lot. When the Developer or its members no longer hold(s) any interest in any Lot, the Developer shall appoint up to three (3) Owners to serve as the Committee, with the decisions rendered by the majority to be binding. If any member of the Committee resigns from the Committee or no longer holds an interest in a Lot, it shall designate its replacement, and if not, the remaining Lot Owners shall vote on the replacement. The Committee shall be deemed disbanded on the date which is the later to occur of (a) a Dwelling has been constructed upon all of the Lots or (b) the Developer or its members no longer hold(s) any interest in any Lot. Once the Committee has been disbanded, Sections 3.1.C.1, 3.1.D, 3.1.E, 3.1.G, 3.2.A, 3.2.B, 3.2.C, 3.2.E, and 3.2.G of this Declaration shall no longer apply, nor shall any portions of the remaining provisions that require Committee approval. Notwithstanding the foregoing, the Architectural Restrictions, covenants, criteria and standards for any Improvements provided for in this Declaration shall remain in place and any Owner shall be entitled to enforce such standards against any Owner who constructs any Improvement that does not comply.

B. *Submission for Approval.* An Owner desiring to construct or Significantly Alter a building or otherwise construct or Significantly Alter any Improvements within a Lot shall submit to the Committee, for its written approval, construction plans and specifications for such Improvements and a site plan showing the location of such Improvements. The Committee may engage a qualified designee, such as an architect, to conduct the initial review of submissions and make recommendations to the Committee. The items submitted to the Committee or the Committee's designee shall include:

1. Two sets of drawings and written specifications for the proposed structure or Improvement showing at a minimum floor plans, elevations of all views of the structure, exterior finishes, roof type, structure and Improvement locations, description of exterior materials and

colors, well location, septic system type and location, and any amenities to be constructed or installed on the Lot. In addition to paper copies of the documents referred to above, the Owner shall submit electronic copies of all documents.

2. Contact information for the Owner, including name, mailing address, e-mail address and telephone number.

3. Proposed facades of any building, including the style, color, and location of eaves and windows.

4. A description of materials to be used on the exterior of any building or Improvement.

5. Two sets of site plans for the Lot identifying proposed grades, lowest opening elevation, the building footprint and driveway, the location of all structures with respect to topography and finish grade elevation, the top of the foundation structure, and the proposed water drainage patterns.

6. The exterior color scheme of all Improvements.

7. General description of landscape plans, including areas in which trees will be removed, the general size and location of proposed trees, shrubs, fences, berms, walls, patios, planting beds, and other landscape materials.

8. Such other materials as the Committee may reasonably deem necessary are reasonably related to the Committee's review.

9. Plan review fee in the amount set by the Committee pursuant to Section 3.2.G below. A submission shall not be complete, and the 30-day approval time set forth in Section 3.2.C, shall not commence until all required documents and electronic copies thereof have been submitted.

*C. Approval of the Committee.* The Committee's decision shall be in writing and may be transmitted to the Owner either by U.S. Mail or e-mail. In the event the Committee does not affirmatively approve or reject any matter that must be submitted to it for approval within thirty (30) days after all necessary information has been delivered in writing, then such approval shall be deemed granted. No such time limit shall apply to the Developer when acting as the Committee. A submission will not be complete, and the 30-day approval time shall not commence until all documents required in Section 3.2 have been submitted.

*D. Governmental Approvals.* In addition to obtaining approval of the Committee, the Owner shall also obtain any required building permits and governmental approvals for the proposed construction or improvement prior to commencing construction. If the submission consists of building plans and specifications for construction of Improvements on any Lot within the Development, the Owner, upon receiving approval of those building plans and specifications from the Committee, shall submit a copy of evidence of that approval to the Town Building Inspector. However, the Town Building Inspector is not obligated to enforce the covenants or

conditions of approval. In addition to obtaining approval of the Committee, the Owner shall obtain any required approvals from the Town, Dane County, and any other required governmental agency.

E. *Standards.* Subject to the standard of review set forth in Section 3.1.B, the Committee shall have the right to reject any plans and specifications or site plans, which:

1. are not in conformity with any of the covenants, conditions and restrictions set forth in this Declaration;
2. are not desirable for aesthetic reasons;
3. are not in harmony with buildings located on the surrounding Lots;
4. have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping that are not desirable for aesthetic reasons; or
5. are not in conformity with the general purposes of this Declaration.

F. *Occupancy.* The initial occupancy of a Dwelling shall not occur until the Town has issued an occupancy permit.

G. *Fees.* The Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs, including the fee of any designee appointed by the Committee, incurred in connection with its review of any preliminary or final development plan, or of any resubmission of any such plans, and such fee may be adjusted at any time by the Committee.

H. *Liability of Committee.* The Committee and its designee or its individual members shall not be liable under any circumstances to any person submitting a request for approval, or to any Owner, tenant, or mortgagee of any Lot for any damage, loss, or prejudice suffered or claimed on account of:

1. The approval or disapproval of any plans and specifications, whether or not defective.
2. The development of any property within the Development, arising from the Committee's approval.

The approval of plans by the Committee does not constitute a representation that the matters shown on the plans meet any state, federal, county, or local requirements, statutes, ordinances, or building codes. The Owner of each lot shall be responsible for ensuring compliance with all such requirements.

### 3.3 Architectural Restrictions.

A. *Front, Side and Rear Yard Requirements.* Any Improvement intended for occupancy (a "Dwelling") or any parts thereof shall be built and sited in conformance with the applicable zoning code and any restrictions set forth on the Plat (including, without limitation, the setbacks for each lot set forth on the Plat). The Committee shall have the right to grant variances from such setback requirements from time to time, in its sole discretion, provided that any variances are in conformity with all applicable zoning ordinances and are approved by the Town.

B. *Floor Area Minimums.* Each Dwelling constructed on a Lot shall have a minimum of floor area of finished living space of 2,200 square feet for a one-story house (i.e., ranch style) and 3,000 square feet for a multi-story or split-level house. The garage shall have a minimum floor area of 1,000 square feet. The above minimum floor area requirements may be waived by the Committee if, in the Committee's reasonable judgment, the proposed architecture and quality of the Dwelling is such as to present an attractive appearance compatible with the Dwellings within the Development.

C. *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 Lots:

1. All chimneys in the front of the Dwelling must be constructed of brick, stone or stucco.
2. All chimneys and flues shall be fully enclosed.
3. No T1-11 siding (Oriented Strand Board or plywood) shall be allowed.
4. All fascia must be at least ¾ inch thick and ten (10) inches in width. Fascia shall be of cedar, redwood, James Hardie fiber cement board, LP® Smartside®, Vesta steel, Longboard Architectural, or similar product. Aluminum fascia (other than the products noted in the prior sentence) and vinyl fascia will not be permitted.
5. Roofing shall be architectural type shingles, slate, tile, standing seam metal, or wood shakes. The panel width of standing seam metal roofs must be at least 16" on center. Other types of shingles or roofing materials may be permitted with Committee approval, in its discretion. So-called "3-tab" shingles are not permitted. Owners must obtain prior written approval from the Committee as to the color and type of the roofing materials.
6. LP® SmartSide® or a brand of equal quality, including fiber cement lap siding and trim may only be used on the rear and side elevations of a Dwelling. Vinyl and aluminum siding are not permitted. Brick, stone, or other similar inorganic materials are required on the entire front elevation; provided, however, the Committee may grant a variance regarding use of brick, stone, etc. based upon design style.



7. All windows that are not in masonry or stucco areas must be wrapped in wood or a simulated wood material with a minimum width of six (6) inches; provided, however, the Committee may grant a variance regarding such requirement based upon design style.

8. Plumbing vents, HVAC vents, and roof vents, unless continuous ridge vents, shall be placed in locations that are not visible from Timber Lane or the Shared Driveway adjoining the front yard.

It is the intent of the Developer to reasonably require coordination of trim, siding, and roofing colors to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Lots. Applicants should consider the color, materials, and design of nearby Dwellings.

*D. 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 building's massing, fenestration, and overall design concept. The Committee shall be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible with neighboring structures, which would not harmonize with the natural surroundings. No building shall have a building height in excess of 35 feet above grade, unless a greater height is approved by the Committee.

*E. Building Location.* All buildings should be sited on the Lot to present their most desirable face to Timber Lane or the Shared Driveway, as applicable, and where possible, should be related to buildings on adjoining Lots. Wherever reasonably possible, buildings shall be placed within building envelopes to create a staggering effect to maintain and preserve view corridors. Inclusion of front porches is encouraged.

*F. Utilities.* All utilities in the Development shall be underground. No building or other Improvement or trees shall be erected, placed, or planted within any Utility Easement Areas. An Owner shall not change the elevation of any Utility Easement without permission of the applicable utilities using such easement. Developer shall install electrical facilities and communication facilities to a transformer box or pedestal, as applicable, within the Utility Easement Areas to the locations determined by the applicable utility service provider, from which each Owner shall be responsible, at such Owner's sole cost and expense, to extend utility services into the Owner's Lot as desired. Natural gas service is present in Timber Lane. Each Owner desiring natural gas service shall be responsible for making all necessary arrangements to extend such service to such Owner's Lot either directly through such Owner's Lot or through a Utility Easement Area.

*G. Wells and Septic Systems.* It is intended that each Lot be served by its own well and septic system. The Town will not issue a building permit for any Lot until Public Heath Madison and Dane County has approved the suitability of the Lot for the installation of an on-site private wastewater treatment system. Any well located on a Lot shall be identified on the site plan and approved by the Committee. During construction of a well, the Owner and the Owner's

contractor shall not discharge any drilling mud or cuttings into any roadside ditch, natural drainage way in a Stormwater Management Easements or Stormwater Conveyance Easements, or other improved drainage way. If any such discharge occurs, the Owner at the Owner's expense shall promptly restore the discharge area to its original condition.

H. *General*. All buildings, Dwellings, garages, satellite dishes, fences, walls, sport courts, tennis courts, swimming pools or other structures constructed or erected on any Lot must be approved prior to construction, in writing, by the Committee, as to placement, landscaping, materials, colors and design. No wind-powered electric generators or radio receiving or transmitting antennae may be placed on a Lot without approval of the Committee. Satellite dishes and exterior television antennas must be adequately screened from view. The maximum allowable impervious surface is 9,000 square feet for Lot 1, 11,900 square feet for Lot 2, 11,500 square feet for Lot 3, 12,800 square feet for Lot 4, 17,100 square feet for Lot 5 and 13,300 square feet for Lot 6. Any additional impervious surface installed is subject to additional stormwater features such as a rain garden within the Lot and must be approved by Dane County Land and Water Resources.

I. *Fencing*. Fences over four (4) feet in height shall not be allowed except for screening of service areas or swimming pools or as required by Section 3.3.J. All other fences shall only be permitted with prior written consent of the Committee. Chain link fencing is strictly prohibited. As part of its consent, the Committee may require installing and maintaining landscape materials for screening and aesthetic purposes. No fence shall encroach upon any Utility Easement Areas Stormwater Easement Areas, or street right-of-way.

J. *Partition Fences*. For any Lot which abuts upon or is adjacent to land used for agricultural, farming or grazing purposes, the Lot Owner, its grantees, heirs, successors and assigns, at its sole cost and expense, shall erect, keep and maintain partition fences satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence, between such land and the adjacent land so long as the adjacent land is used for agricultural, farming or grazing purposes.

K. *Mailboxes*. The United States Postal Service requires a centralized cluster mailbox unit for mail delivery, which the Developer will install in the location shown on the Plat within the Mailbox Easement Area. At the closing of the initial sale of each Lot, each initial purchaser from the Developer shall reimburse the Developer \$500.00 for that Lot's allocated cost of the centralized cluster mailbox.

L. *Construction Deadline*. Each Dwelling erected shall have its entire external construction completed within eighteen (18) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God. If construction is not completed within such timeline, as the same may be extended for such permitted delays, it is reasonable to deduce that the remaining Lots will experience undue interference with the use and enjoyment of their own Lots and any disrupted Owner may seek a court order to enforce prompt completion of the construction in the spirit of this provision and/or to seek damages from the defaulting Owner(s)

for such disruption which shall be deemed to be not less than \$100 per day for each day of delay as determined by the Court, for the Owners of each Lot seeking damages. The Court shall also be entitled to require the non-prevailing party, as determined by the Court, to reimburse the actual attorneys' fees and other enforcement costs of the prevailing party.

M. *Landscaping*. The following guidelines shall be followed for each Lot in the Development:

1. Landscape plans shall be developed to enhance the ambiance of each Lot. The plan should pay particular attention to foundation plantings facing Timber Lane or Shared Driveway, as applicable, and should adapt to the surrounding topography of the Lot. No Owners are allowed to clear healthy, non-invasive trees in the Landscape Easement Area as indicated on the Plat. The Landscape Easement Area shall be maintained by the Lot Owner in accordance with Section 15.13 of the Town Code, including any landscape plan(s) approved by the Town in connection with the Development, with all trees replaced in kind if any are removed or die.

2. Except in such cases that factors beyond the control of the Owner prevent timely planting, all plantings represented on an Owner's submitted landscape plan shall be planted within ninety (90) days of completion of construction of the Dwelling, except that sodding, seeding, and planting new vegetation may be delayed so long as is necessary until weather conditions no longer restrict the ability to complete the planting or threaten the viability of the new vegetation.

3. No structure or other materials shall be placed or permitted to remain within any Utility Easement Areas or Stormwater Easement Areas except as otherwise approved in writing by the Town and, in the case of the Stormwater Easement Areas, the Dane County Land and Water Resources. New plantings (other than grass) are not allowed in any Utility Easement Areas or Stormwater Easement Areas. The Utility Easement Areas and Stormwater Easement Areas of each Lot shall be maintained continuously by the Owner of the Lot in accordance with this Declaration and, as applicable, any Stormwater Management Agreement (as defined below), except for those Improvements for which a public authority or utility company is responsible. The Lot Owner shall not change the finished grade on a Utility Easement Area without the consent of the utility company(ies) using such Utility Easement Area. The Lot Owner shall not change the finished grade of Stormwater Easement Areas without the written consent of the Town and Dane County Land and Water Resources.

4. No Owner shall grade or obstruct any swale or drainage way whether in an easement or not, 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. This shall include drainage ditches along Timber Lane. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots.

5. All yards must be fertilized and sodded, or fertilized, seeded and mulched. This requirement includes the area within the Timber Lane right of way. Natural prairie plantings are

allowed within right of way provided the plants are less than 2.5 feet in height. In-ground lawn irrigation systems are permitted.

6. Sight Distance at Driveways. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between thirty inches (30") and seventy-two inches (72") above the driveways may be placed or permitted to remain on any Lot within the triangular area as shown as the "Vision Triangle Detail" on the Plat. No tree is permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. Maintenance of Landscaping. The maintenance of the plantings and yard areas is the responsibility of the Owner and the same shall be maintained in a neat and aesthetically pleasing manner. The Owner shall also maintain the lawn and ditch area in the Timber Lane right-of-way immediately adjacent to the Owner's Lot.

#### *N. Driveways.*

1. All driveways shall be paved within eighteen (18) months from the date of issuance of the building permit. All driveways shall have sufficient space to allow for parking of no fewer than two cars.

2. For Lots 3, 4, and 5, Developer shall install the binder and surface course of asphalt for the Shared Driveway located in the Shared Driveway Easement as shown on the Plat within twelve (12) months of the date of recording of the Plat. Building permits for Lots 3, 4, and 5 will be allowed after the Shared Driveway base course is placed and has been proof rolled.

3. The location of driveways for the Development will be subject to the Town's prior approval. Owner must obtain a driveway permit from the Town prior to commencing construction of driveway. Driveways must be concrete, asphalt or brick and each Owner must install the Owner's driveway within six (6) months after completion of construction of the Owner's Dwelling, unless not permitted by weather conditions. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits. Each Owner must comply with any driveway ordinance of the Town from time-to-time in effect and must obtain from the Town any driveway permit required by such an ordinance before any driveway or culvert is constructed.

4. Owners are advised that Section 8.01(3)(e)(i) of the Town Code of Ordinances provides that concrete and brick will be replaced by asphalt during Town street reconstruction projects unless the Owner pays the additional cost of replacement with concrete or brick.

*O. Mobile and Other Manufactured Homes.* Mobile and manufactured homes are not permitted. The Committee shall make exceptions for modular or open-panel construction homes that have prefabricated components if size, elevation, and building material requirements are met and the finished quality of the Improvements will be comparable to a stick-built house

constructed on the building site, piece by piece and compatible with other homes within the Lots.

P. *Garages.* All houses must have an attached garage that contains not less than three (3) automobile stalls. Side facing garage doors are encouraged.

Q. *Surface Elevation.* The Developer has or will construct certain drainage swales and ditches in the Development. The Development also contains natural drainage ways. These swales, ditches and drainage ways are referred to as the "Drainage System." No Owner may alter the Drainage System without the prior written consent of the Developer, so long as the Developer or its members own any Lot. No Lot Owner shall change or cause to be changed the surface elevation, grade, or drainage pattern to surrounding Lots. Developer shall have the right at any time prior to sale to an Owner 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.

R. *Minimum Opening Elevation.* Lots 1, 3-5 have a minimum opening elevation of 964.50 feet. Lot 2 has a minimum opening elevation of 964.50 except on its northeast side, which shall have a minimum opening elevation of 966.60. Lot 6 has a minimum opening elevation of 968.70.

S. *Lots Subject to Stormwater Management Easements.* The Owner of a Lot which is subject to a Stormwater Management Easement or Stormwater Conveyance Easement shall be responsible for mowing the grass and maintaining the trees and other vegetation in the Stormwater Easement Areas. New plantings (other than grass) in the Stormwater Easement Areas are not allowed. The Town shall have authority to enter the Stormwater Easement Areas to maintain, repair, or improve the function of the stormwater facilities and drainage within the Development.

T. *Downspouts.* The Owner of each Lot shall direct all downspouts onto pervious surfaces on the Lot.

U. *Outbuildings.* No outbuilding or accessory buildings, including, but not limited to, storage sheds and detached garages, shall be permitted on any Lot without the prior written approval of the Committee, which approval will not be unreasonably withheld.

V. *Play Equipment, Pools, Sport Courts, and Tennis Courts.* No swimming pool, sport court, or tennis court shall be installed on any Lot without the prior written approval of the Committee, which approval will not be unreasonably withheld. No such equipment shall be placed, whether permanently or temporarily in the Timber Lane right-of-way, or within Utility or Stormwater Easement Areas. Any play equipment, including without limitation, any play structure, fort, teepee, tree house, playhouse, swing set or other play structure which is no longer in good condition from an aesthetic or functional position, shall be repaired, restored or removed within thirty (30) days of notice from the Developer or the Committee.

### 3.4 Use Restrictions.

A. *Single-Family Residences*. The Lots shall each be used as a single-family residential Dwelling. "Single-family Residential" shall have the meaning set forth under the applicable Dane County zoning ordinance. No structures shall be erected, altered, placed, or permitted to remain on any Lot or part other than one detached single-family Dwelling, not to exceed two above-ground stories in height. No business, whether for profit, including, without limitation, any daycare center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling with the following exceptions:

1. An Owner may maintain his or her personal or professional library in his or her Dwelling.
2. An Owner may keep his or her personal business or professional records or accounts in his or her Dwelling.
3. An Owner may conduct his or her personal business or professional telephone calls or correspondence from his or her Dwelling.

Nothing in this Section shall authorize the maintenance of an office at which customers or clients customarily call.

B. *No Licensing of a Building*. No Owner, directly or indirectly, shall obtain or maintain a license to operate a tourist room house or bed and breakfast in any house or structure on any Lot.

C. *Restrictions on Advertising a Building for Rental or Lease*. No Owner shall advertise through any form of media or communication, the availability of a house on a Lot (or any portion thereof) for rent or lease except for a lease permitted under Section 3.4.D of this Declaration. Advertising on any short-term rental internet site including, but not limited to, VRBO, Airbnb, HomeAway, Expedia, ShortTermHousing.com, and Craig's List is expressly prohibited.

D. *Leasing or Renting of a Dwelling*. Except as provided in this Section 3.4.D., no Dwelling on any Lot (or any portion thereof) may be leased or rented. An Owner may lease its entire Dwelling as a single-family dwelling for a period of not less than twelve (12) consecutive months. No portion of a Dwelling may be leased. An Owner who sells their Lot may enter into a leaseback arrangement with the new owner of the entire Dwelling on the Lot for a period of less than the typical minimum twelve (12) month period.

E. *Enforcement*. Any Owner shall be entitled to bring a case in Court to enforce the terms of Section 3.4. of this Declaration and seek damages from the defaulting Owner(s) for such violation which shall be deemed to be not less than \$100 per day for each day of delay as determined by the Court, for the Owners of each Lot seeking damages. The Court shall also be entitled to require the non-prevailing party, as determined by the Court, to reimburse the actual attorneys' fees and other enforcement costs of the prevailing party.

F. *Signs*. No commercial or business sign of any kind shall be displayed on any Lot except one professional sign of not more than six square feet advertising the Lot for sale or signs provided and allowed exclusively by Developer for builders or licensed real estate brokers during the initial construction and sales periods and for the resale of any Lot or Dwelling. The Developer reserves the right to erect appropriate signage for the sales of Lots. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.

G. *Garbage and Refuse Disposal*. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. Yard waste shall be stored only in suitable containers. All equipment for storing or disposing of such waste material shall be kept clean and sanitary and suitably screened from view from Timber Lane and the Shared Driveway.

H. *Storage and Parking*. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles, or any other recreational vehicles is prohibited unless kept inside a structure, provided, however, the foregoing may be temporarily stored outdoors for a reasonable period prior to and after, their use. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to Timber Lane or the Shared Driveway, and screened from street view by plantings or a fence approved by the Committee. Nothing set forth in this Section shall prohibit temporary storage of moving vehicles for loading or unloading for more than sixteen (16) hours. No cars or other equipment may be stored in any yard at any time.

I. *Nuisance Prohibited*. No noxious or offensive trade or activity shall be carried on, which may be or will become a nuisance to the Development. 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 should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be in the rear yard.

J. *Pets and Animals*. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved in writing by the Committee. Each Owner should review the applicable municipal ordinances relating to the ownership of animals.

K. *Antennae / Solar Panels / Miscellaneous Fixtures*. Except to the extent that this Section conflicts with any federal law or regulation, no exterior antennas or satellite dishes greater than twenty (20) inches in diameter shall be permitted on any structure or Lot unless approved in writing in advance by the Committee. Solar panels, windmills, walls, or fences shall be subject to be screened from public view to the extent reasonably possible and require approval from the Committee.

L. *Outside Clothesline*. Clothesline poles shall not be permitted on any Lot. A Lot may have a retractable close line that retracts to the Dwelling and shall remain retracted when not in use.

M. *Firearms*. No person shall discharge a firearm within any Lot. No hunting will be allowed within the Development.

N. *Exterior Lighting*. All exterior lighting on the Property shall be designed and operated to contain the light, to the extent reasonably possible, within the Lot on which the light is located. Any exterior lighting must be regulated by a timer with a consistent daily shut-off. Exterior lighting shall be indirect or of such controlled focus and intensity that the lighting will not disturb the Owners of adjacent Lots. "Daylight" or "bright white" lighting is not allowed. Exterior lighting shall be "soft white" or equivalent, and shall comply with the Town's outdoor lighting ordinance.

O. *Amplified Sound*. No amplified sound systems may be used outdoors within any Lot.

P. *Fireworks*. The use of fireworks is subject to the Town of Middleton fireworks ordinance. Each Owner shall review the applicable Town ordinances before the use of fireworks.

Q. *Wood-Burning*. The use of wood-burning fireplaces, stoves, or any other wood-burning heating appliances on the Lot is prohibited during any period when the rise of smoke from such use is hindered by atmospheric conditions. Owners are encouraged to utilize alternative heating sources that do not emit pollutants harmful to air quality, such as electric heating systems, gas fireplaces, or other non-wood-burning heating appliances. This section is enacted in consideration of the topography's effect on air flow.

#### **ARTICLE 4 STORMWATER MANAGEMENT**

4.1 Stormwater Management. Certain stormwater management facilities and measures are located on Lots 1-5, which benefit all of the Lots equally. As such, the Lots shall share equally in all costs relating to the inspection, repair, and maintenance of the stormwater management facilities and measures required pursuant to that certain Agreement for Maintenance of Stormwater Management Measures executed in connection with the Plat, as the same may be amended (the "Stormwater Management Agreement"), including but not limited to the removal of noxious weeds, periodic mowing, and upkeep of stormwater management facilities (including, without limitation, any swales). The Owner(s) of the Lots on which certain stormwater management facilities and measures are located (each, a "Stormwater Responsible Owner" and any two or more, "Stormwater Responsible Owners") shall be responsible for all required reporting to the Town relating to such stormwater management facilities located upon such Stormwater Responsible Owner's Lot, including the biennial reporting required by Section 17.06 of the Town Code. Each Stormwater Responsible Owner shall also cause the completion of the inspections required by the Stormwater Management Agreement as to such Stormwater Responsible Owner's Lot. If any Stormwater Responsible Owner(s) fail(s) to maintain any areas required in this section, the Town shall have the right, after providing the applicable Stormwater Responsible Owner with written notice of the maintenance issue and thirty (30) days to comply with the Town's maintenance request, to enter the Lot at issue in order to conduct the work specified in the notice in accordance with Section 5.4 below. Except to the extent of increases in costs and expenses of inspection, maintenance and repair costs solely resulting from the failure of the Stormwater Responsible Owner to comply with the foregoing, to the extent of any such



inspections, maintenance, repair, replacements performed by any Stormwater Responsible Owner results in third-party costs, each Lot shall be responsible for 1/6 of the cost of such services which shall be reimbursed within ten (10) days of written demand made by the applicable Stormwater Responsible Owners to the Owners of the remaining Lots.

4.2. Enforcement. Any Stormwater Responsible Owner shall be entitled to bring a case in Court to enforce the reimbursement obligations set forth in Sections 4.1 and 4.2 of this Declaration, as applicable, and seek damages from the defaulting Owner(s) for such violation which shall be deemed to be not less than \$100 per day for each day of delay in reimbursing the Stormwater Responsible Owner as determined by the Court. The Court shall also be entitled to require the non-prevailing party, as determined by the Court, to reimburse the actual attorneys' fees and other enforcement costs of the prevailing party.

## **ARTICLE 5 OTHER EASEMENTS**

5.1 Intent. The intent of this Article is to generally describe easements and restrictions which are depicted on the Plat. The Plat is incorporated by reference.

5.2 Utility; Drainage; Landscape Buffer Easements. The terms and conditions of the easements granted herein and shown on the Plat are as set forth in this Agreement and on the Plat.

A.     Utility Easements. The Developer hereby declares a public utility easement ("Utility Easement") on all of the Lots, in the areas shown on the Plat ("Utility Easement Areas") for the purpose of installing, maintaining, repairing, and replacing utility facilities to serve the Lots.

B.     Stormwater Management Easement. The Developer hereby declares a public stormwater management easement ("Stormwater Management Easement") on Lots 1, 2, 3, 4 and 5, in the areas shown on the Plat ("Stormwater Management Easement Area") for the purpose of installing, maintaining, repairing, and replacing certain stormwater facilities as described in the Stormwater Management Agreement to serve and benefit all of the Lots.

C.     Stormwater Conveyance Easement; Stormwater Access Easement. The Developer hereby declares a public stormwater conveyance easement ("Stormwater Conveyance Easement") on Lots 1, 2, 3 and 4, in the areas shown on the Plat (the "Stormwater Conveyance Easement Area" and together with the Stormwater Management Easement Area, the "Stormwater Easement Areas") for the purpose of permitting the conveyance of stormwater from one Lot to another Lot. The Developer hereby declares that within Lot 2 and within the Stormwater Conveyance Easement Area located on Lot 3, there shall also exist a Stormwater Access Easement, for use for access for maintenance of any stormwater facilities as described in the Stormwater Management Agreement.

D. Landscape Buffer Easement. The Developer hereby declares a landscape buffer easement ("Landscape Easement") along Timber Lane in the areas shown on the Plat (the "Landscape Easement Area").

5.3 Landscaping Within Easements. No trees, shrubs, structures, or any other Improvements, other than grass or similar ground cover, shall be placed within any Stormwater Easement Areas, except as otherwise approved in writing by the Town and Dane County Land and Water Resources.

5.4 Town Remedies for Default. If the stormwater facilities are not maintained in the manner required by this Declaration, the Stormwater Management Agreement or any ordinance of the Town, the Town shall have the right to give the applicable Stormwater Responsible Owner(s) written notice of default. Such Responsible Owner shall have 30 days after the giving of the written notice in which to cure the default. If the Stormwater Responsible Owner(s) do not timely cure the default, the Town shall have the right to perform the maintenance specified in the notice and assess the cost of such maintenance to: (1) each Lot on an equal basis or (2) only the Lot on which such facilities exist, in which case such Stormwater Responsible Owner shall have the rights set forth in Section 4.1 and 4.3 above. Any assessments made by the Town shall constitute a lien against each Lot assessed and such amounts may be placed on the tax roll as a special assessment in accordance with Section 66.0703, Wis. Stats., and applicable Town ordinances. The Town shall not be subject to any provisions regarding sharing of such costs and expenses set forth in this Declaration. The remedies of the Town shall be in addition to all other rights and remedies available to the Town under applicable law. **ALL OWNERS OF AFFECTED LOTS HEREBY WAIVE NOTICE AND PROTEST OF ANY TAX, ASSESSMENT, OR SPECIAL CHARGES LEVIED BY THE TOWN AGAINST SUCH LOTS PURSUANT TO THIS DECLARATION.**

5.5 Shared Driveway Easement. In anticipation of the potential for Lots 3, 4 and 5, all as identified on the Plat, to be under separate ownership, the Developer hereby creates a non-exclusive easement and right-of-way ("Shared Driveway Easement") to the respective Owners of, Lot 3 ("Lot 3 Owner"), Lot 4 ("Lot 4 Owner") and Lot 5 ("Lot 5 Owner") to use the shared driveway ("Shared Driveway") as located upon the Plat (the "Shared Driveway Easement Area") as a driveway for ingress and egress through Lot 4 and Lot 5, as applicable, for access for each of Lot 3, Lot 4 and Lot 5. In no event shall the easement declared herein be deemed void by the Doctrine of Merger as it is the intent that this easement is to benefit and burden the Lot 3 Owner, Lot 4 Owner and Lot 5 Owner as set forth herein. The Lot 4 Owner shall be responsible for the care and maintenance of any portion of the Share Driveway Easement Area not encumbered by the Shared Driveway.

- A. The Shared Driveway may also be used by the tenants, guests, employees, and invitees in common with the Lot 3 Owner, Lot 4 Owner and Lot 5 Owner, as well as for all providers of emergency services ("Emergency Services Easement") providing services to Lot 3, Lot 4 and Lot 5.
- B. The Shared Driveway shall be constructed, maintained, repaired, and replaced consistent with all Town ordinances and the approved site plan on file with the

Town Building Inspector. Developer shall construct the portion of the Shared Driveway shown on the approved construction plans prepared by Wyser Engineering dated September 11, 2024 within twelve (12) months of the date the Plat is recorded and, except with respect to the asphalt pavement, before a building permit is issued for any dwelling on Lots 3, 4, or 5. Developer shall bear all costs of maintenance, repair, and replacement of the Shared Driveway until the first building permit is issued for a dwelling on Lot 3, Lot 4, or Lot 5. At such time as any of the Lot 3 Owner and Lot 4 Owner and/or Lot 5 Owner has obtained a building permit for a dwelling upon such Owner's Lot, such Owner(s), as applicable, shall bear all maintenance, repair, replacement, and related costs of the Shared Driveway and shall share such costs equally. At such time as the Owners of at least two of the three Lots shall determine that maintenance, repair or replacement is necessary, or a notice from the Town is received under Section 5.5.C, the Owners of all of Lot 3, Lot 4, and Lot 5 shall be obligated to participate in such costs as set out in the previous sentence, with any Owner (as reasonably determined by the Lot 3 Owner, Lot 4 Owner and Lot 5 Owner) coordinating the efforts (the "Driveway Responsible Owner"). If the Lot 3 Owner, Lot 4 Owner and Lot 5 Owner do not coordinate a Driveway Responsible Owner, the Lot 4 Owner shall be the Driveway Responsible Owner. The Owners of Lot 3, Lot 4, and Lot 5 shall promptly notify the Town of the identity of the current Driveway Responsible Owner within 5 business days of the Town's written request for such information. The Driveway Responsible Owner shall be entitled to bring a case in Court to enforce the reimbursement obligation set forth in this Section, and seek damages from the defaulting Owner(s) for such violation which shall be deemed to be not less than \$100 per day for each day of delay in reimbursing the Driveway Responsible Owner as determined by the Court. The Court shall also be entitled to require the non-prevailing party, as determined by the Court, to reimburse the actual attorneys' fees and other enforcement costs of the prevailing party. Notwithstanding the foregoing, any of the Lot 3 Owner, Lot 4 Owner and Lot 5 Owner shall have the right to remove snow from the Shared Driveway outside of any maintenance contract to which the parties may desire maintain, but if so, shall not be entitled to reimbursement.

- C. The Driveway Responsible Owner shall be responsible to make any corrections or repairs to the portion of the Shared Driveway (i.e., the apron and any culvert) that extends into Town right-of-way such that the driveway adheres to the Town ordinances and the approved site plan on file with the Town within thirty (30) days of receipt of notice to repair or correct from the Town. In the event that such repairs or corrections are not made within such thirty (30)-day period, the Town shall have the right to make such corrections or repairs and assess the cost: (1) to Lot 3, Lot 4, and Lot 5 on an equal basis or (2) only to Lot 4, in which case such Lot 4 Owner shall have the rights set forth in 5.5.B. Any assessments made by the Town shall constitute a lien against each Lot assessed and such amounts may be placed on the tax roll as a special assessment in accordance with Section 66.0703,

Wis. Stats., and applicable Town ordinances. The remedies of the Town shall be in addition to all other rights and remedies available to the Town under applicable law. **ALL OWNERS OF AFFECTED LOTS HEREBY WAIVE NOTICE AND PROTEST OF ANY TAX, ASSESSMENT, OR SPECIAL CHARGES LEVIED BY THE TOWN AGAINST SUCH LOTS PURSUANT TO THIS DECLARATION.**

- D. Lot 3 Owner, Lot 4 Owner and Lot 5 Owner all shall have equal rights of ingress and egress over the Shared Driveway and shall take no action to prevent the other party's enjoyment of such rights of ingress and egress.
- E. Lot 3 Owner, Lot 4 Owner and Lot 5 Owner shall each maintain in effect at all times during the term of this Declaration a policy of general liability insurance, to insure against injury to property, person, or loss of life arising out of the insuring party's use, occupancy, or maintenance of the Shared Driveway with limits of coverage that are at levels customarily maintained by owners of similar property in the community in which the Lots are located. Each Owner shall have the right to request from the other Owner, evidence of the insurance required to be carried hereunder. Insurance required under this Declaration shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to the other Owner and the holder of any mortgage against the other Lot. No Owner shall do or permit anything to be done that will invalidate the insurance policies furnished by such Owner or the other Owner. The policy limits of any or all such insurance may be increased to reflect the effects of inflation and changes in normal commercial insurance practice upon request of an Owner.

5.6 Mailbox Easement. The Developer hereby declares an easement ("Mailbox Easement") on Lot 4 in the area shown on the Plat as the Easement for Cluster Mailbox (the "Mailbox Easement Area") for purposes of maintaining, repairing, replacing and using a cluster mailbox and an associated parking stall for use in connection therewith for the benefit of all of the Owners of the Lots and their tenants, guests, employees, and invitees and as well as anyone delivering or collecting mail or packages. The Owner of Lot 4 (the "Mailbox Responsible Owner") shall be responsible for all costs associated with its care, maintenance and replacement in accordance with the requirements of the United States Postal Service and the general care and maintenance of the Mailbox Easement Area, including snow and ice removal on the Shared Driveway within the Mailbox Easement Area and for a distance of 15 feet to each side of the cluster mailbox in accordance with Town ordinances. Notwithstanding the foregoing, since the Mailbox Easement Area is within the Shared Driveway Easement Area, the Driveway Responsible Owner may perform the obligations of the Mailbox Responsible Owner in connection with the performance of its obligations to maintain the Shared Driveway Easement Area, in which case, it shall be deemed the Mailbox Responsible Owner for all purposes herein and shall be entitled to reimbursement in accordance with the next sentence and the Mailbox Responsible Owner shall assist as necessary. To the extent of any such maintenance, repair and replacement performed results in third-party costs, each Lot shall be responsible for 1/6 of the cost of such services which shall be reimbursed within ten (10) days of written demand made by the Mailbox Responsible

Owner to the Owners of the remaining Lots. The Developer shall install the initial mailbox to be used for all Lots located in the Development.

5.7 Temporary Construction Easement. The Developer hereby declares a temporary construction easement over the Development for the purpose of grading, constructing the stormwater facilities, the shared driveway and parking stall, installing the mailbox and completing all other obligations under the Developer Agreement.

5.8 Any notice given in connection with this Declaration shall be in writing and shall be personally delivered or mailed to the recipient at the address to which its tax bills are sent, first class, United States mail, postage prepaid. Notice by mail shall be deemed effective upon the third day following deposit in the United States mail.

5.9 The easements created by this Declaration shall be deemed to be easements running with the land, and shall inure to the benefit of, and be binding upon, the Owners of the applicable Lots and their respective successors and assigns.

5.10 The Owners of each Lot (the "Indemnifying Party") shall indemnify and defend the Owners of the other Lots, and their tenants, guests, employees, customers and invitees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Utility Easement Area, Stormwater Easement Areas, Mailbox Easement Area and Shared Driveway Easement Area, as applicable, by Indemnifying Party or its agents, contractors, subcontractors, invitees, or employees.

5.11 All of the terms and conditions in this Declaration as to the easements declared under this Section 5, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owners of each Lot and their respective successors and assigns. The Owners of a Lot, and each of their respective successors and assigns as fee simple, shall cease to have further liability under this Section 5 with respect to facts or circumstances first arising after the party has transferred its fee simple interest in its Lot, except, however, for obligations that accrued during the party's period of ownership of title. In no event shall this Declaration or any of the Easements declared herein be deemed void by the Doctrine of Merger or similar doctrine. Non-use or limited use of the Easements shall not prevent the Owners or the Town, as applicable, from later use of such Easements to the fullest extent authorized by the original grant.

## **ARTICLE 6 AMENDMENTS**

Except as otherwise provided herein, this Declaration may only be amended by the written consent of the Owners owning more than 66% of the Lots, including the Developer or

any of its members, so long as Developer or any of its members owns any interest in a Lot, and duly acknowledged or authenticated and recorded with the Dane County, Wisconsin Register of Deeds. No amendment to the Declaration affecting the status or rights of the Developer may be adopted without the written consent of the Developer.

Amendment or termination of Sections 3.1.H, 3.1.I, 3.2.D, 3.3.A, 3.3.F, 3.3.G, the last two sentences of 3.3.H, the last sentence of 3.3.I, 3.3.J, 3.3.M, 3.3.N, 3.3.Q, 3.3.R, 3.3.S, 3.3.T, the second sentence of 3.3.V, the second and third sentences of 3.4.I, 4.1, 7.3, or any provision of Articles 5 or 6 or any provision that would have the effect of reducing the Town's rights regarding the Development shall also require approval of the Town.

## **ARTICLE 7**

### **GENERAL**

7.1 Assignability of Developer's Rights. The Developer reserves the right to assign its rights, powers, and obligations by a written recorded instrument to any other Owner who assumes such rights, powers, and obligations. Upon recording any such assignment, such assignee shall become the "Developer" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment needs to be signed only by the assignor and the assignee named therein.

7.2 Warranties. The Developer has made no warranty or representation in connection with the Development, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration.

7.3 Zoning. All Lots are further subject to, and shall fully comply with, the applicable zoning laws, ordinances, and building codes. The current zoning for the Lots is AT-5, Agriculture Transition. The Town, in the Town's sole discretion, may apply to Dane County to rezone the Lots to SFR-08, Single Family Residential, at any time in the future. Each Owner of a Lot waives any objection to the rezoning of any and all Lots by the Town to SFR-08, Single Family Residential.

7.4 Enforcement of Declaration. Except as expressly provided above for enforcement procedures, each Owner (the "Enforcing Owner") shall be entitled to enforce any of the covenants, conditions, restrictions and easements of this Declaration for its own benefit by first giving written notice to the defaulting Owner(s) (the "Defaulting Owner") to the address of such Defaulting Owner to which tax bills are sent, describing the alleged default in detail and providing a written demand for action required by the Enforcing Owner (the "Default Notice"). Upon receipt of the Default Notice, the Defaulting Owner shall have thirty (30) days to either cure the default, provide written notice to the Enforcing Owner at the address of such Enforcing Owner to which tax bills are sent, of its intent to cure such default and the anticipated timeline for such cure (in which case, to the extent reasonable, such intended timeline up to sixty (60) days, shall serve as the cure period), or to provide written notice to the Enforcing Owner at the address of such Enforcing Owner to which tax bills are sent, of its denial of any default. If the Defaulting Owner thereafter does not cure the default within the applicable cure period or if the Defaulting Owner denies it is in default, the Enforcing Owner shall be entitled to bring a case in Court to seek an order to require cure and/or seek damages from the defaulting Owner(s) for such

violation, which shall be deemed to be not less than \$100 per day for each day of violation after the expiration of the applicable cure period, as determined by the Court. In any case in which the Enforcing Owner is the Developer or any member of the Developer, the Developer's assessment of default shall be presumptive, absent intentional misconduct. The Court shall also be entitled to require the non-prevailing party, as determined by the Court, to reimburse the actual attorneys' fees and other enforcement costs of the prevailing party.

7.5 Notice Regarding Nitrates. Notice is hereby given that there is a potential concern with high nitrates in Dane County. It is recommended that Owners perform periodic well water testing for nitrates.

IN WITNESS WHEREOF, this Declaration has been executed on this November 29 2024.

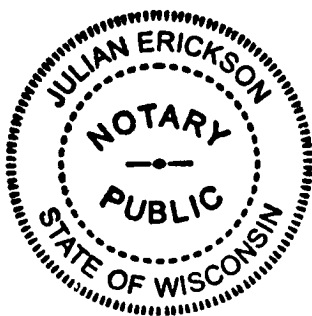
**SCHREINER VENTURES, LLC**

By: Matthew W. Schreiner  
Matthew W. Schreiner, Sole Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN       )  
  ) SS.  
COUNTY OF DANE        )

This instrument was acknowledged by me on Nov 29, 2024 by Matthew W. Schreiner as Sole Member of SCHREINER VENTURES, LLC.



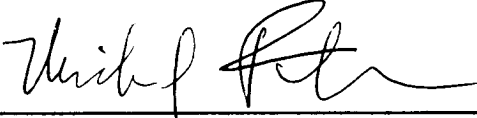
Julian Erickson  
Print Name: Julian Erickson  
Notary Public, State of Wisconsin  
My Commission expires: 8/29/2028



**ACKNOWLEDGMENT AND CONSENT OF MORTGAGEE**

Lake Ridge Bank, as the Mortgagee of the Property, hereby acknowledges the foregoing Declaration and expressly consents to said Declaration and its recording in the Dane County Register of Deeds Office.

Executed on this November 29<sup>th</sup>, 2024.

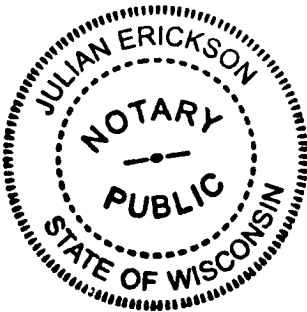
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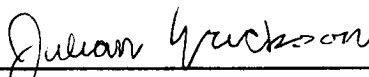
Michael Flynn, Authorized Officer

**ACKNOWLEDGEMENT**

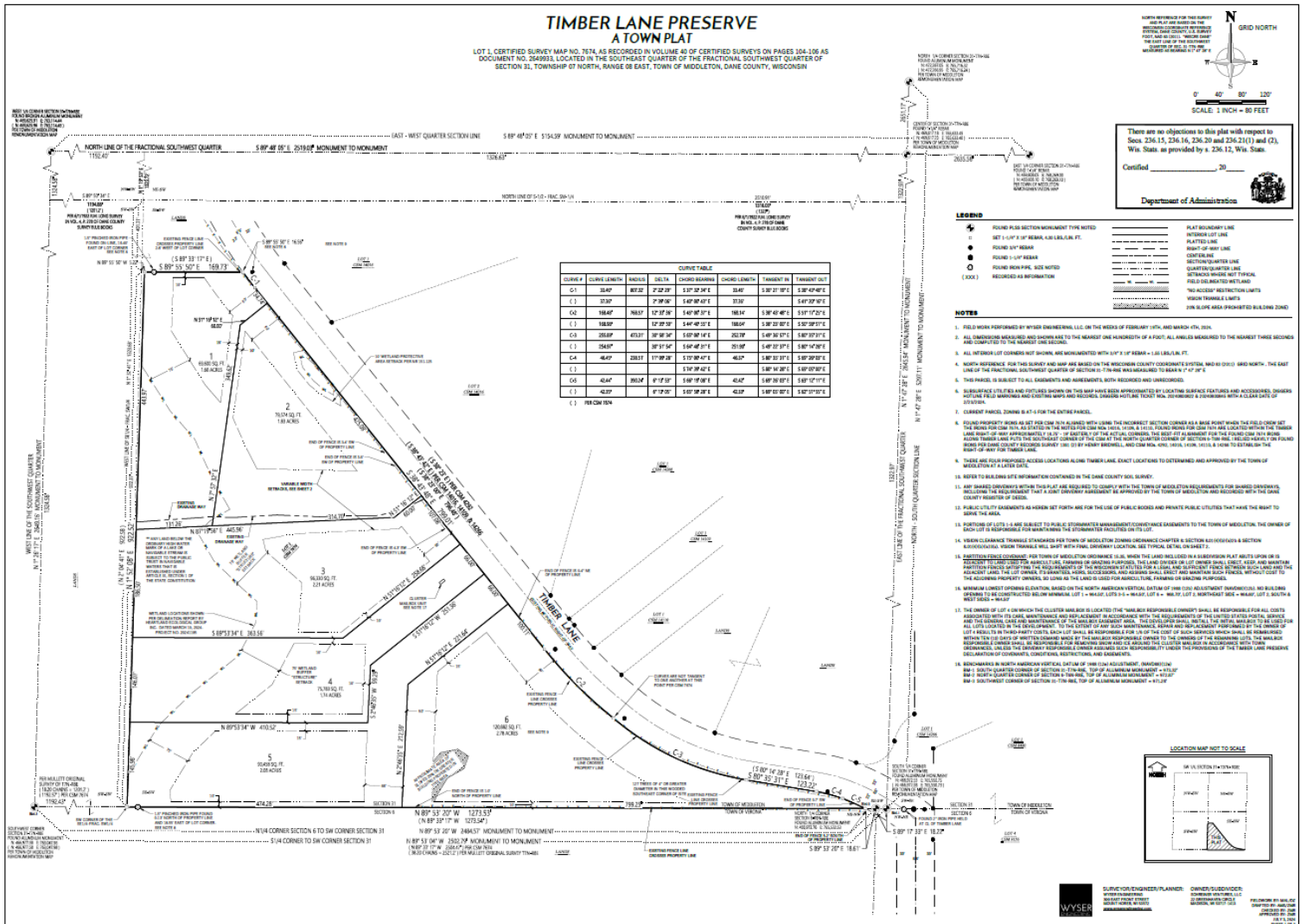
STATE OF WISCONSIN       )  
  ) SS.  
COUNTY OF DANE        )

This instrument was acknowledged by me on Nov 29, 2024 by Michael Flynn, the Authorized Officer of Lake Ridge Bank.



  
Print Name: Julian Erickson  
Notary Public, State of Wisconsin  
My Commission expires: 8/29/2028

## Timber Lane Preserve Plat



Viewers are advised to ignore illegible text. It is presented to show relationships only.