

DOCUMENT #
4583718

08/10/2009 08:32 AM

Trans. Fee:
Exempt #:

Rec. Fee: 59.00
Pages: 25

**DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS AND
EASEMENTS FOR THE PLAT OF
SAVANNAH PARKWAY, VILLAGE OF
DEERFIELD, DANE COUNTY, WISCONSIN**

Savannah Parkway, LLC, a Wisconsin limited liability company ("Developer"), owner of the real estate in the Village of Deerfield, Dane County, Wisconsin, which has been platted as the Plat of Savannah Parkway (the "Property"), hereby declares that all of the lots in the Property are subject to the following restrictions, covenants, conditions and easements, and that all of such lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions, conditions and easements set forth herein:

Return to:

Michael J. Lawton
Lathrop & Clark LLP
P.O. Box 1507
Madison, WI 53701-1507

See attached list
Parcel Identification Number

ARTICLE 1

Definitions

For purposes of all Articles within these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

1.1 "Developer" shall refer to Savannah Parkway, LLC, and its successors and assigns.

1.2 "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 (exclusive of outlots) 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. For purposes of Articles 3 and 4 hereof, where more than one person holds an ownership interest in any lot, the consent or agreement of a majority of the owners of any such lot shall be deemed to be the

consent or agreement of the owner of any such lot, and any such lot shall have only one vote on any matter provided for in Articles 3 and 4 hereof.

1.3 "Property" shall mean and refer to the real estate described as the Plat of Savannah Parkway, Village of Deerfield, Dane County, Wisconsin.

ARTICLE 2

Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Village of Deerfield, Dane County, Wisconsin, and is known as the Plat of Savannah Parkway, Village of Deerfield, Dane County, Wisconsin.

ARTICLE 3

Architectural Control and Protective Covenants and Restrictions

3.1. For all buildings or other improvements of any kind or nature to be constructed, erected or placed on any lot, including outlots, subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings must be submitted to the Developer or the Architectural Control Committee, whichever is then applicable, for written approval as to appearance, the quality of workmanship and materials, attractiveness and harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the substructure of any structure, prior to commencement of any construction on any lot. All buildings erected on the Property shall have a minimum roof pitch of not less than 8/12 pitch on the front and back, and 6/12 pitch on the sides, but a variance from these minimums may be granted by the Developer or the Architectural Control Committee, whichever is then applicable, in their discretion. No buildings or other improvements may be constructed, erected or placed on any lot other than in accordance with the approved documents. No buildings or other improvements to any lots (other than outlots) shall be approved unless such buildings or other improvements comply with the terms of Exhibit A attached hereto and made a part hereof. All building fascia shall be a minimum of 10" in width and shall be of a natural product,

or be made of aluminum or vinyl and give the same effect. All chimneys shall be fully enclosed with brick, stone or stucco, or other materials which give the same effect as brick, stone or stucco. Brick, stone, or other materials which give the same effect as brick or stone, or paint that will give a stucco effect, and which material is approved as to color and specifications by the Developer or the Committee, shall be required on the foundations in the front and on both sides of the house by the Developer or the Committee. For purposes of this Declaration, the term "improvements" shall include, but not be limited to, play structures, fences, patios, decks and swimming pools.

3.2. After the Developer and its successors and assigns cease to have any title to any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under these Covenants, Conditions, Restrictions and Easements, must be submitted to the Architectural Control Committee ("Committee") for approval in writing by a majority of the members of said Committee. The Committee shall consist of three persons, elected by the Board of Directors of the Savannah Parkway Neighborhood Association, Inc., ("Association") in accordance with the By-Laws of such Association, for terms of one (1) year each. In the event of the failure of the Association to elect a Committee in any year, the most recently elected members shall continue to serve until successors are duly elected.

3.3. For each building constructed, erected or placed on any lot, including outlots, subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality single family residences.

3.4. No alteration in the exterior appearance, design, exterior color, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the subsurface of any existing buildings or improvements, including but not limited to, any exterior remodeling and the construction of patios, decks, and swimming pools, shall be made without the prior written approval of the

Developer or the Committee, whichever is then applicable. No alteration of any lots (other than outlots) shall be approved unless such buildings or other improvements comply with the terms of Exhibit A attached hereto and made a part hereof.

3.5. The existing vegetation of each lot (including outlots) subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Developer or the Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

3.6. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. A copy of all site, grading and landscaping plans may be kept by the Developer or the Committee for the benefit of other purchasers in planning their individual elevations, at their option, but retention of such records shall not be required. Violations of the approved site, grading or landscaping plans shall give either the Developer or Committee, whichever is then applicable, or any adjacent lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any lot within the Property (including outlots) without the approval of the Developer or the Committee, whichever is then applicable.

3.7. All lots within the Property (other than outlots) shall be used only for single family residential purposes, except that Developer may continue to use lands owned by Developer for present agricultural purposes and uses.

The following minimum floor area requirements shall apply to all detached single-family residential buildings erected on any lots subject to this Declaration:

- (a) No single story building shall have less than 1200 square feet.**
- (b) No two-story building shall have less than 1600 square feet.**
- (c) No raised ranch, bi-level, or tri-level building shall have less than 1200 square feet on the main level.**

For the purposes of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if the basements are finished, shall be excluded.

The above minimum floor area requirements may be waived by the Developer or the Committee, whichever is then applicable, in the event the proposed architecture and quality of the house is such as to present an attractive appearance compatible with other houses within the Property, in the judgment of the Developer or the Committee.

3.8. All detached, single-family residential buildings must have an attached garage, and such garage must contain not less than one (1) nor more than three (3) automobile garage stalls, but the foregoing requirements may be waived by the Developer or the Committee, in whole or in part, whichever is then applicable, in their discretion.

3.9. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction which has been approved by the Developer or the Committee, whichever is then applicable, in their discretion.

3.10. Unless waived by the Developer or the Committee, whichever is then applicable, when suitable alternative paving materials are used, all driveways and alleys (including driveways located on outlots) must be paved with concrete. No more than two (2) domestic animals may be kept on any lot subject to this Declaration. No pit bulls, Rottweilers or Dobermans may be kept on any lot. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property.

3.11. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property.

3.12. Where public sidewalks exist, it is the responsibility of the abutting lot owner (including the owners of any outlots) to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction.

3.13. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

3.14. Parking of commercial or service vehicles owned or operated by residents within the Property, whether on lots, outlots or in the public street with the Property, is prohibited unless such vehicles are kept in garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside garages. This section shall not prohibit the temporary parking or storage of such vehicles for the sole purpose of loading or unloading such vehicles at the lot at which parked, for a period not to exceed twenty-four (24) hours. No cars, boats or other vehicles shall be parked on lawns or yards at any time.

3.15. All areas of lots (including outlots) 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 such areas free from noxious weeds, to the extent permitted by law. All lots (including outlots), and all buildings and other improvements thereon, shall be kept in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. This paragraph shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in the back yards and shall not exceed 35% of the total area of the lot, exclusive of the footprint of all buildings and the driveway.

3.16. On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within one (1) year from the date of such land contract or deed. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the lot owner within ninety (90) days after the expiration of such one (1) year period, to have said lot (and any appurtenant rights in any outlot, if any) conveyed to the Developer at the original sales price, free and clear of any liens and encumbrances created by act or default of the Owner of such lot, with taxes and installments on assessments for the year in which conveyance occurs being prorated as of the date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

3.17. Construction of all buildings shall be completed within eight (8) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) and paving of driveway shall be completed, in accordance with the approved landscaping plan, within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is

delayed due to matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay.

3.18. Except to the extent that this prohibition is limited by federal law or regulations, no exterior antennas, satellite dishes, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height, size and color thereof. NO CHAINLINK, PLASTIC, VINYL OR SHADOWBOX FENCES SHALL BE ALLOWED AT ANYTIME. THE ONLY FENCES ALLOWED ARE ORNAMENTAL METAL OR WROUGHT IRON FENCES, BLACK IN COLOR. All fences require written approval from the Developer or the Committee, and fences may only be approved if the lot owner provides a drawing indicating the exact location of the proposed fence, and a photograph showing the design, height, materials and color of the proposed fence, to the Developer or the Committee. Any fence which is approved shall be set back at least four (4) feet from the lot line, unless this setback requirement is waived by the Developer or the Committee in their sole discretion.

3.19. No noxious or offensive trade or activity shall be carried on within the Property, nor shall anything be done which may be or will become a nuisance to the neighborhood. This shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in back yards and do not exceed the area described in section 3.15 above.

3.20. The elevation of any utility easement within the Property may not be changed in excess of six (6) inches without the permission of all of the applicable utilities, and any party making such change shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

3.21. No lot or outlot as platted shall be resubdivided, except with the approval of the Developer or the Committee, whichever is applicable. No boundary line within the Property shall be changed, except with the approval of the Developer or the Committee, whichever is then applicable. 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.

3.22. No signs of any type shall be displayed to public view on any lot (including outlots) without the prior written consent of the Developer or the

Committee, whichever is then applicable, except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, and (b) signs erected by Developer advertising lots within the Property for sale.

3.23. All buildings and other improvements constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all side yard, rear yard, setback and other requirements imposed under the General Development Plan for the plat, as heretofore approved by the Village of Deerfield, and as amended from time-to-time hereafter, and the Specific Implementation Plan for the applicable lot or lots, as approved by the Village of Deerfield, and as amended from time-to-time.

3.24. No swale, drainage way, or stormwater detention area within the Property, whether established by easement or not, which is in existence at the time of development on any lot or outlot on the Property, shall be re-graded or obstructed, so as to impede the flow of surface water across such swale or drainage way, or interfere with the proper functioning of any such swale, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, drainage way or stormwater detention area.

3.25. The following landscaping requirements apply to all lots within the Property:

- (a) Front and side yards must be sodded, including street terraces, except that the Developer or the Committee, whichever is then applicable, may permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative materials and practices are employed, in their discretion.**
- (b) Rear yard areas which are not sodded must be seeded.**
- (c) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot or outlot owner(s). Complete visual screening of the front, rear or side of any lot or outlot is prohibited without approval of the Developer or the Committee, whichever is then applicable. Lawn trees shall be planted within 45 days of occupancy of the residence, or upon completion of construction, whichever occurs first, except that trees are not required to be planted during the**

winter months when the ground is frozen, but shall be planted as soon as weather conditions permit.

- (d) The landscaping plan for each lot shall achieve a minimum of 400 landscaping points as determined by the following point schedule:

<u>Landscaping Element</u>	<u>Point Value</u>
Canopy Tree (2"-3" caliper at least 18 inches)	125
Canopy Tree (3"-4" caliper at least 18 inches)	150
Canopy Tree (greater than 4" at 18 inches)	200
Canopy Tree or Small Tree (1"-1-1/2" caliper at 18 inches, i.e., Crab, Hawthorn)	100
Evergreen Tree (4 to 6 feet in height)	100
Large Deciduous Shrub (3-yr. transplant, 36" min.)	20
Small Deciduous Shrub (3-yr. transplant, 18" min.)	10
Decorative Wall (per face foot)	5

3.26. The Developer, after a period of ten (10) years from the date of recording the final Plat or after seventy-five (75%) of the lots within the Property (other than outlots) have been sold, whichever occurs first, may elect to assign all of the Developer's rights to approve all of the items set forth in Article 3 hereof to the Committee.

3.27. Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat is recorded, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 3.28 below. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, the Committee or any person or persons owning any lot or lots within the Property, and in the case of Sections 3.21, 3.24, 3.25(c) or (d), 3.33, 3.34 and 3.36 hereof, the Village of Deerfield shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable actual attorney fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation. The Village of Deerfield shall not be required to take any action hereunder.

3.28. Article 3 hereof, or any part thereof, may be canceled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer, or if the Developer's rights under Article 3 of this Declaration have been assigned to or assumed by the Committee, then by an instrument in writing signed by the Owners of a majority of the lots (other than outlots) subject to this Declaration, but no provisions of Sections 3.21, 3.24, 3.25(c) or (d), 3.33, 3.34 and 3.36 hereof may be canceled, released, amended or waived without the written consent of the Village of Deerfield.

3.29. 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 provisions, which shall remain in full force and effect, and the provision so invalidated shall be deemed reformed to the extent possible to cure any such default.

3.30. In the event the Committee does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or Committee, within thirty (30) days after the same have been submitted to the approving authority in writing, then such approval shall be deemed granted in such instance. No such time limit shall apply to the Developer. The Developer or the Committee may condition any such approval upon the owner reimbursing the Developer or the Committee for the actual, reasonable costs incurred by the Developer or the Committee for architectural or engineering services which were required to review any proposal before the Developer or the Committee.

3.31. In exercising any authority under Article 3 of this Declaration, the Developer or Committee, as appropriate, shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Property;**
- (b) to protect each Owner of a lot against improper uses by other lot owners;**
- (c) to preserve the beauty of the Property;**

- (d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;**
- (e) to encourage and secure the erection of attractive, adequate sized homes, which are attractive, and conform and harmonize in external design with other structures within the Property, and which are properly located upon the lot in accordance with its topography and finished grade elevation; and**
- (f) to provide for high quality improvements which will protect the investments of purchasers of lots.**

3.32. The Developer and the Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site, grading or landscaping plan or other matter, including any loss arising out of the negligence of the Developer or Committee.

3.33. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, drainage ways or stormwater detention areas, the Developer, the Committee, the Village of Deerfield, or any affected lot owner, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable, actual attorney fees and costs, to remedy said violation. The Village of Deerfield shall not be required to take any action hereunder.

3.34. The Owner of any lot within the Property which abuts upon or is adjacent to land used for farming or grazing purposes (other than lands used by Developer or his tenant or successor for such purpose) shall erect and maintain, if requested by the adjacent property owner, a partition fence, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence, between the Owner's lot and the adjacent land, without cost to the adjoining property owner, so long as the adjoining land is used for farming or grazing purposes. The Developer, the Committee or the Village of Deerfield, as the case may be, shall have standing to bring proceedings at law or in equity against the Owner of such lot, and shall be awarded appropriate relief, including reasonable, actual attorney fees and costs, in the event of any violation hereof. The Village of Deerfield shall not be required to take any action hereunder.

3.35. While the Developer retains ownership of any lots within the Property, the Developer reserves the right to submit some or all of said lots and related outlots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said lots and related outlots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Covenants, Restrictions and Conditions shall, as to the lots and outlots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of said Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in the Property, pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of lots within the Property, and their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by Developer, the Madison Area Builders Association, or any of the builders or participants in such Parade of Homes during the period of such Parade(s) as set forth above.

3.36. Weather permitting, the Lot Owner shall deep till or chisel-plow all disturbed areas beyond the street and building footprints to promote infiltration of stormwater, prior to the installation of landscaping, with the use of appropriate compost where necessary. During the construction of a dwelling unit on any Lot, the Owner shall cause all silt and debris in the street, whether public or private, to be cleaned up and removed on a daily basis at the end of each day to prevent runoff of silt and debris from the Lot into the stormwater management system.

3.37. The Savannah Parkway Neighborhood Association, Inc. shall maintain any private stormwater management facilities within the Property, except for drainage swales on private lots which shall be maintained by the owner thereof, including mowing, cleaning and maintenance generally, all in a workmanlike manner, in accordance with the terms of the approved stormwater management permit and ordinance and the plans approved by the Village of Deerfield, at the sole expense of such Association or the landowner, as applicable. In the event of a failure on the part of the Association or such private lot owner to maintain any such stormwater management facilities as provided herein, after 30 days written notice of default and opportunity to cure from the Village of Deerfield, the Village of Deerfield may enter such stormwater management area and perform such

maintenance as is required hereunder at the expense of the Association or the owner of the applicable lot within the Property, and the costs to the Village of Deerfield, if not paid in full by the Association or the applicable lot owner, within 30 days after written demand by the Village, shall be a special charge against all of the Lots (other than outlots) within the Property, on a pro rata basis, in the case of the Association's obligations, or against the individual lot owner in the case of swales on individual private lots, and may be recovered in the manner provided by law for special charges, be included in the real estate tax bill for the lot or lots on such pro rata basis, and become a lien on each such lot or lots on such pro rata basis. The rights of the Village of Deerfield to enter such lands as provided herein and to enforce the obligations specified herein shall constitute a perpetual easement for the benefit of the public in favor of the Village of Deerfield. Interest shall accrue on any obligation if past due at the rate of 12% per annum and be included in the special charge and lien. The Village of Deerfield may seek injunctive relief against the Association or any applicable lot owner requiring the Association or applicable lot owner to perform the maintenance with respect to such stormwater management areas as required above, and the Association or applicable lot owner shall be liable for the actual attorney fees and costs of the Village in connection with any such action or any action to recover the special charge provided above. The provisions in this section may not be amended nor the covenants or easements provided herein waived or terminated without the consent of the Village of Deerfield and the written consent of either (a) the Developer or (b) the Owners of a majority of lots (other than outlots) within the Plat.

3.38. NOTICE IS HEREBY GIVEN TO ALL OWNERS OF LOTS WITHIN THE PROPERTY THAT THE PROPERTY ADJOINS AND IS IN THE VICINITY OF LANDS WHICH ARE USED FOR AGRICULTURAL PURPOSES, WHICH MAY INVOLVE CROP AND ANIMAL PRODUCTION ACTIVITIES, THE USE OF MACHINERY AND EQUIPMENT, AND THE USE OF AGRICULTURAL FERTILIZERS AND PESTICIDES. AGRICULTURAL ACTIVITIES MAY INVOLVE THE CREATION OF DUST AND NOISE, AND THE PRESENCE OF STRONG ODORS. THE PROPERTY IS LOCATED IN AN AGRICULTURAL AREA AND RESIDENTS MUST EXPECT THAT CONDITIONS WHICH OCCUR IN AGRICULTURAL AREAS MAY OCCUR IN OR NEAR THE PROPERTY. WISCONSIN HAS ADOPTED A "RIGHT TO FARM" LAW WHICH PROVIDES LEGAL PROTECTION FOR AGRICULTURAL ACTIVITIES AGAINST LEGAL ACTIONS CLAIMING NUISANCE. NOTICE IS ALSO GIVEN THAT THE AREAS NEAR THE PROPERTY MAY BE USED FOR MINERAL EXTRACTION ACTIVITIES, INCLUDING THE EXTRACTION OF SAND, GRAVEL, ROCK,

CLAY AND OTHER MATERIALS, WHICH MAY INCLUDE CRUSHING AND BLASTING, AS WELL AS TRUCK TRAFFIC AND DUST EMISSIONS. IN ADDITION, MINERAL EXTRACTION MAY OCCUR WITHIN THE PLAT FOR PURPOSES OF GENERATING MATERIAL TO BE USED FOR THE DEVELOPMENT OF THE PLAT AND THE CONSTRUCTION OF IMPROVEMENTS WITHIN THE PLAT. ALL LOT BUYERS BY PURCHASING A LOT ACKNOWLEDGE THIS NOTICE AND CONSENT TO SUCH ACTIVITIES.

ARTICLE 4

Savannah Parkway Neighborhood Association, Inc.

Definitions

For purposes of Article 4 of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

4.1. "Association" shall mean and refer to Savannah Parkway Neighborhood Association, Inc., its successors and assigns.

4.2. "Board" shall mean and refer to the Board of Directors of the Association.

4.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for the Plat of Savannah Parkway, as they may from time-to-time be amended.

Association Membership and Board of Directors

4.4. Members. The Owner of each platted lot (other than outlots) within the Plat of Savannah Parkway, Village of Deerfield, Dane County, Wisconsin, as defined in Sec. 1.2 hereof, shall be a member of the Association. Each platted lot shall have one (1) vote only in the affairs of the Association. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members, but such lot shall have only one (1) vote. The members shall have such rights as are set forth herein, in the Articles and By-Laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

4.5. Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and By-laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments. The Board of Directors shall elect the members of the Architectural Control Committee under the circumstances described in Sections 3.2 and 3.26 hereof.

Common Areas; Entrance Sign; Architectural Control Committee

4.6. Acquisition of Common Areas. The Association may take title from time-to-time to real property within the Property or outside of the Property for the purpose of providing common areas for the use and benefit of the members. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon.

4.7. Obligations of Association. In addition to any obligation of the Association as to any private stormwater management facilities under sec. 3.37 above, the Association shall have the duty to maintain common areas in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members, including the rain garden easement identified above.

4.8. Easement of Enjoyment. Subject to the provisions of this Declaration, all common areas shall be held by the Association for the benefit of the members. Each of said members shall have an equal, undivided right to use and enjoyment of such common areas, subject to the right of the Association to establish reasonable rules for the use of such common areas.

4.9. Entrance Sign. The Association shall maintain in good order and repair the entrance sign to the Property, including lighting thereof, and any pump, electrical equipment, piping and wiring associated therewith, and shall provide water and electrical power therefor, at the expense of the Association.

4.10 Architectural Control Committee. The Association, with the approval of the Board of Directors, may provide financial assistance to the Architectural Control Committee to enable it to carry out its activities, including the hiring of planners, architects, engineers and legal counsel, and

the payment of the costs and expenses, including attorney fees, incurred by the Architectural Control Committee in enforcing any part of the Covenants, Restrictions, Conditions and Easements.

Assessments

4.11. Creation of Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any lot within the Property (other than outlots) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments in the amount and manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the lot (but not any outlot) against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such lot (other than outlots) at the time when the assessment became due and payable.

4.12. Creation of Assessments. Assessments shall be determined, established and collected, in the following manner:

- (a) **Budget.** In December of each year starting in December 2009, the Board shall determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas, private stormwater areas required by the Village to be maintained by the Association, and plat signs, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation and any financial assistance to be provided to the Architectural Control Committee under Section 4.10 above. Such budget shall be approved by a vote of two-thirds (2/3) of the Board on or before the last day of December each year.
- (b) **Limitation on Assessments.** The maximum annual assessment which may be authorized under this Article shall be \$75.00 for each lot to which the Association has the power to make assessments hereunder (excluding outlots), until the actual annual costs of maintenance, improvement and operation of common areas and payment of taxes, maintenance of any private stormwater areas required to be maintained by the Association,

insurance and other costs associated therewith, including a reasonable reserve for depreciation and any financial assistance to be provided to the Design Review Committee, shall exceed the annual revenue generated by an assessment of \$75.00 per lot, in which event the maximum assessment per lot shall be such actual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation and any financial assistance to be provided to the Architectural Control Committee, divided equally among all lots as to which the Association has the power to make assessments hereunder (excluding outlots).

- (c) Declaration of Assessments. The Board shall declare assessments so levied due and payable thirty (30) days from the date of such levy, except for assessments made pursuant to the last sentence of subsection (b) above which shall be due and payable from the purchaser at the time of closing. The Board shall notify each Owner of the action taken by the Board, the amount of the assessment against the lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the Owner.**
- (d) Collection of Assessments. In the event any assessment levied against any lot remains unpaid for a period of sixty (60) days from the date of the levy, or from the date of closing with respect to park impact fee assessments, the Board may, in its discretion, file a claim for a maintenance lien against the lot for which payment is not made, and upon compliance with the provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such lot or unit. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his lot.**

- (e) **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore, except that this sentence shall not cause the Developer to be liable for any park impact fee assessment to be paid at closing by any purchaser from Developer. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

4.13. Term. Article 4 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat of Savannah Parkway is recorded, after which Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 4.14 below.

4.14. Cancellation, Release, Amendment or Waiver. Article 4 hereof, or any part thereof, may be canceled, released, amended or waived in writing as to some or all of the lots or condominium units subject to this Declaration by an instrument signed by the Developer, or if the Developer's rights under Article 3 of this Declaration have been assigned to or assumed by the Architectural Control Committee, then by an instrument in writing signed by both (a) the Owners of a majority of the lots (other than outlots) subject to this Declaration, and (b) a majority of the Board of the Association.

4.15. Severability. 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 provisions, which shall remain in full force and effect, and the provision so invalidated shall be deemed reformed to the extent possible to cure any such defect.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 4th day of August, 2009.

SAVANNAH PARKWAY, LLC

By:

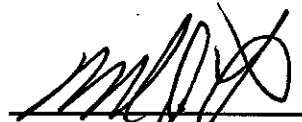

Donald C. Tierney, Managing Member

STATE OF WISCONSIN)

) ss.

COUNTY OF DANE)

On this 4th day of August, 2009, before me, a Notary Public, personally appeared Donald C. Tierney to me known, who being by me duly sworn, did depose and say that they executed such document.



Signature of Notary Public

Michael J. Lawton

Print name of Notary Public

Notary Public, State of Wisconsin
My Commission: Is permanent



This instrument drafted by:
Michael J. Lawton

EXHIBIT A

ARCHITECTURAL AND DESIGN STANDARDS FOR SAVANNAH PARKWAY LOTS 1-124

The following architectural and design standards shall be deemed incorporated by reference into the Declaration of Covenants, Conditions, Restrictions and Easements for Lots 1-124 of the Plat of Savannah Parkway, and shall apply to any improvements constructed on Lots 1 to 124 within such Plat:

1. YARD REQUIREMENTS

The distance from the lot line to the improvements on the lot for setback purposes shall be measured in the same manner for purposes hereof as provided in Sec. 24.23 of the Deerfield Zoning Ordinance in effect on the date of adoption hereof. In the case of gore shaped lots, the rear yard setback shall be calculated using the City of Madison definition for such rear yard set back calculations.

Primary Buildings:

Front Yard

- There shall be a 15' minimum front yard setback measured from front lot line.
- Open porches, with open or closed rail systems, may encroach the front yard setback by 5' maximum (10' setback from the front lot line).

Side Yard

- Single story buildings must have 5' minimum distance from side yard lot line.
- Two story buildings must have 6' minimum distance from side yard lot line.
- Reverse corner buildings must have 15' minimum distance from adjoining street lot line.

Rear Yard

- The principal building shall be set back a minimum distance of 20' from the rear yard lot line.

Secondary Buildings:

- Unattached garages and accessory buildings are not permitted.
- Attached garages shall meet the primary building setback requirements set forth above.

2. HEIGHT RESTRICTION

The height of any building shall be measured in the same manner for purposes hereof as provided in the Deerfield Zoning Code in effect on the date hereof.

- The primary building shall not exceed 35' in total height. No attached garage may exceed the height of the primary building.

3. DESIGN STANDARDS

General Standards:

- Total building coverage of the lot shall not exceed 50% of the total lot area. At least 30% of the lot area shall remain in green space, not covered by driveway, paved walkways or structures.
- All front entryways or porches shall be oriented toward the street, as specified by the Developer or the Architectural Control Committee.
- Window, door and other architectural design elements are required on facades facing all public or private streets.
- All chimneys and flues shall be fully enclosed.
- All fascia shall be a minimum of 10" in width. Aluminum or vinyl fascia shall be allowed if it gives the same effect as wood.
- The Developer and Architectural Control Committee shall encourage the use of natural building materials on the street side facade.
- All building plans are subject to review by the Developer or the Architectural Control Committee, and no work shall start prior to obtaining this approval in writing and signed by an authorized person. No building permit may be issued by the Village of Deerfield without such approval having been given in writing.
- All driveways shall have a width, excluding flares, at the public street right-of-way of not less than 12' and not more than 24'. Only one (1) driveway entrance shall be permitted per lot, unless this requirement is waived by the Director of Public Works, and by the Developer or the Architectural Control Committee, whichever is then applicable.

Garages & Accessory Buildings:

- Any garage that is facing the street shall have a minimum setback of 20' from any street.
- All attached garages shall be constructed of the same materials as the primary building and shall be consistent in architectural styling.

Fences:

- No chain link fence is allowed. Other fence restrictions are contained in the body of the covenants.
- All fences, including the design, color, location and materials, must be approved by the Developer or Committee, whichever is applicable. All approvals must be preceded by the submission of a plan by the owner to the Developer or the Committee which shows the location of the proposed fence, and a photograph showing the materials, design and color of the fence to be installed.

**ATTACHMENT
SAVANNAH PARKWAY PARCEL NUMBERS**

LOT 001	071221360011	LOT 015	071221361551
OUTLOT 001	071221369251	LOT 016	071221361661
OUTLOT 002	071221369501	LOT 017	071221361771
LOT 002	071221360121	LOT 018	071221361881
LOT 003	071221360231	LOT 019	071221361991
OUTLOT 003	071221369751	LOT 020	071221362101
OUTLOT 004	071221370001	LOT 021	071221362211
LOT 004	071221360341	LOT 022	071221362321
LOT 005	071221360451	LOT 023	071221362431
OUTLOT 005	071221370251	LOT 024	071221362541
OUTLOT 006	071221302001	LOT 025	071221362651
OUTLOT 006	071221302011	LOT 026	071221362761
LOT 006	071221360561	LOT 027	071221362871
LOT 007	071221360671	LOT 028	071221362981
OUTLOT 007	071221302251	LOT 029	071221363091
OUTLOT 008	071221302501	LOT 030	071221363201
LOT 008	071221360781	LOT 031	071221363311
LOT 009	071221360891	LOT 032	071221363421
LOT 010	071221361001	LOT 033	071221363531
LOT 011	071221361111	LOT 034	071221363641
LOT 012	071221361221	LOT 035	071221363751
LOT 013	071221361331	LOT 036	071221363861
LOT 014	071221361441	LOT 037	071221363971

**ATTACHMENT
SAVANNAH PARKWAY PARCEL NUMBERS**

LOT 038	071221364081	LOT 061	071221366611
LOT 039	071221364191	LOT 062	071221366721
LOT 040	071221364301	LOT 063	071221366831
LOT 041	071221364411	LOT 064	071221366941
LOT 042	071221364521	LOT 065	071221367051
LOT 043	071221364631	LOT 066	071221367161
LOT 044	071221364741	LOT 067	071221367271
LOT 045	071221364851	LOT 068	071221367381
LOT 046	071221364961	LOT 069	071221367491
LOT 047	071221365071	LOT 070	071221367601
LOT 048	071221365181	LOT 071	071221367711
LOT 049	071221365291	LOT 072	071221367821
LOT 050	071221365401	LOT 073	071221367931
LOT 051	071221365511	LOT 074	071221368041
LOT 052	071221365621	LOT 075	071221368151
LOT 053	071221365731	LOT 076	071221368261
LOT 054	071221365841	LOT 077	071221368371
LOT 055	071221365951	LOT 078	071221300081
LOT 056	071221366061	LOT 079	071221300191
LOT 057	071221366171	LOT 080	071221300301
LOT 058	071221366281	LOT 080	071221300311
LOT 059	071221366391	LOT 081	071221320011
LOT 060	071221366501	LOT 082	071221320121

**ATTACHMENT
SAVANNAH PARKWAY PARCEL NUMBERS**

LOT 083	071221320231	LOT 106	071221300471
LOT 084	071221320341	LOT 106	071221300461
LOT 085	071221320451	LOT 107	071221300571
LOT 086	071221320561	LOT 107	071221300581
LOT 087	071221320671	LOT 108	071221300691
LOT 088	071221320781	LOT 108	071221300681
LOT 089	071221320891	LOT 109	071221300791
LOT 090	071221321001	LOT 109	071221300801
LOT 091	071221321111	LOT 110	071221300901
LOT 092	071221321221	LOT 111	071221301011
LOT 093	071221321331	LOT 112	071221301121
LOT 094	071221321441	LOT 113	071221301231
LOT 095	071221321551	LOT 114	071221301341
LOT 096	071221321661	LOT 115	071221301451
LOT 097	071221321771	LOT 116	071221301561
LOT 098	071221321881	LOT 117	071221301671
LOT 099	071221321991	LOT 118	071221368481
LOT 100	071221322101	LOT 119	071221368591
LOT 101	071221322211	LOT 120	071221368701
LOT 102	071221322321	LOT 121	071221368811
LOT 103	071221322431	LOT 122	071221368921
LOT 104	071221322541	LOT 123	071221369031
LOT 105	071221322651	LOT 124	071221369141