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**DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS AND
EASEMENTS FOR THE PLAT OF
HANOVER ADDITION TO SAVANNAH
VILLAGE, VILLAGE OF WAUNAKEE,
DANE COUNTY, WISCONSIN**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
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Savannah Village, LLC ("Developer"), owner of the real estate in the Village of Waunakee, Dane County, Wisconsin, which has been platted as the Plat of Hanover Addition to Savannah Village (the "Property"), hereby declares that all of the lots and outlots in the Property are subject to the following restrictions, covenants, conditions and easements, and that all of such lots and outlots 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 Village, LLC, a limited liability company, 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 Hanover Addition to Savannah Village, Village of Waunakee, 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 Waunakee, Dane County, Wisconsin, and is known as the Plat of Hanover Addition to Savannah Village, Village of Waunakee, 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 Design Review 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 6/12 pitch, but a variance from this minimum may be granted by the Developer or the Design Review 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 give the same effect. The Developer or the Design Review Committee shall have the right to require brick, stone, shutters, corner boards and/or other items which it deems necessary to be added to any building plan.

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 Design Review 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 Village-Montondon Addition Community 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 or outlot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots without the approval of the Developer or the Design Review Committee. 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 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, including the attachment requirement, 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 must be paved with concrete. No more than two (2) domestic animals may be kept on any lot subject to this Declaration. 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 except where approved in writing in advance by the Developer or Committee, whichever is then applicable, in their sole discretion.

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.

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 six (6) months after issuance of a building permit for the respective building, except that this provision may be waived by Developer or the Committee. 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.

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.

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 Savannah Village, Montondon Addition, as heretofore

approved by the Village of Waunakee, and as amended from time-to-time thereafter, and the Specific Implementation Plan for the applicable lot or lots (including outlots) in Savannah Village, Montondon Addition, as heretofore approved by the Village of Waunakee, and as amended from time-to-time thereafter.

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 (other than outlots):

- (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 (other than outlots) shall achieve a minimum of 700 landscaping points as determined by the following point schedule. No more than 200 points total shall be allowed for any combination of walls and fences:

<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
Rail Fence (per lineal foot)	1

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 and 3.34 hereof, the Village of Waunakee, 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 Waunakee 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 and 3.34 hereof may be canceled, released, amended or waived without the written consent of the Village of Waunakee.

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 Developer or the Committee, whichever is then applicable, 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. 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 Waunakee 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 Waunakee 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 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 Waunakee 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 Waunakee 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.

A. Outlot 1 shall be used solely for purposes of vehicular and pedestrian ingress and egress to Lots 1 through 4. Each Owner of Lots 1 through 4 shall own an undivided one-fourth (1/4) interest in Outlot 1, which undivided interests shall be appurtenant to such lots, and no interest in Lots 1 through 4 shall be held, sold, conveyed and transferred without the appurtenant undivided one-fourth (1/4) interest in Outlot 1 being also held, sold, conveyed or transferred therewith. No building or structure shall be erected or placed on Outlot 1. Any areas not paved or

planted with trees, shrubs or flowers on Outlot 1 shall be sodded, including street terraces. Landscape plantings, sodding and maintenance of Outlot 1 and adjoining street terraces shall be the responsibility of the Owners of Lots 1 through 4, at their expense, with the cost thereof to be shared equally among the Owners of Lots 1 through 4, in accordance with the procedures set forth hereafter. Outlot 1 shall be maintained in an attractive and workmanlike manner, and kept free of debris, litter and refuse. The Owners of Lots 1 through 4 shall constitute a Maintenance Committee to carry out the obligations hereof, as described hereafter. Maintenance may be performed by one or more members of such Committee, or may be contracted out to one or more independent contractors. Each Owner shall be liable for such Owner's one-fourth (1/4) share of the reasonable cost of any such work. Complete visual screening of the front, rear and side boundaries of Outlot 1 is prohibited without approval of the Developer or the Committee, whichever is then applicable.

3.37. In the event of a conflict between the terms and provisions of this instrument and any prior declaration, this instrument shall control. In the event that this instrument shall contain provisions not covered in any prior declaration or which are stricter than the provisions of any prior declaration, the provisions of this instrument shall control. The provisions of Article 4 of the Declaration of Covenants, Restrictions, Conditions and Easements for the Plat of Savannah Village, Montondon Addition, Village of Waunakee, Dane County, Wisconsin, dated May 27, 2002, and recorded June 4, 2002, as Document No. 3496169, are incorporated by reference herein and made a part hereof.

ARTICLE 4

Outlot 1

4.01. Each Owner of Lots 1 through 4 within the Property, and their successors and assigns, is granted, for the benefit of each such Owner of Lots 1 through 4, a perpetual right, privilege and easement, in common, across, on and over Outlot 1, solely for pedestrian and vehicular ingress and egress to and from Lots 1 through 4, and Hanover Place. The foregoing easement is solely for the use of each such Owner of Lots 1 through 4, their successors and assigns, and their employees, agents, visitors, guests, licensees, tenants and invitees, and except for the owners of Lots 1 through 4 and the aforesaid authorized persons, the easement granted hereby shall be exclusive, subject to any public utility easement therein shown on the plat of Hanover Addition to Savannah Village. All Owners of Lots 1 through 4, and their employees, agents, visitors, guests, licensees, tenants and invitees shall comply in their use of the easement with all laws, ordinances and regulations relating thereto and they shall not impede, obstruct or interfere with the use thereof by any other person or entity authorized to use such easement. No building or structure shall be erected or placed on Outlot 1. Any areas of Outlot 1

and the adjoining street terrace, not paved or planted with trees, shrubs or flowers shall be sodded.

4.02. Maintenance.

(a) All maintenance, replacement and repairs for Outlot 1 shall be the joint responsibility and obligation of the Owners of Lots 1 through 4. The obligation for maintenance, replacement and repairs of Outlot 1 shall include, without limitation:

- (1) Maintaining the driveway and sidewalk surfaces of Outlot 1 in good order and repair, with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability;
- (2) Maintaining all landscaping on Outlot 1 and the adjoining street terrace, in good order and repair, including the mowing of all lawns, and the pruning of all trees and shrubbery, all in accordance with good property management; and
- (3) Removing all litter, ice and snow, mud and sand, debris and refuse and sweeping the surfaces to the extent reasonably necessary to keep the surfaces in a clean condition.

(b) All maintenance, replacement and repair costs for Outlot 1 shall be paid by the Owners of Lots 1 through 4, in equal shares. Each such Owner's share of such expenses shall be one-fourth (1/4) of the total of such costs or expenses. The cost of maintenance and operation referred to above shall include any real property taxes or assessments, general or special, which shall be assessed against Outlot 1 on which such easement is located. Upon the conveyance of the first of Lots 1 through 4 by Developer by deed, there shall be formed a "Maintenance Committee" to carry out and administer the maintenance obligations described herein, which Committee shall consist of the Owners of Lots 1 through 4 as they exist from time-to-time hereafter. The initial meeting of the Maintenance Committee shall be called by the Developer by written notice to each Owner; thereafter a meeting may be called by the owner of any such lot. All meetings of the Maintenance Committee shall be held at a reasonable time and place within the Village of Waunakee. The Maintenance Committee may adopt reasonable rules for its operation and the use of Outlot 1. Each Owner of Lots 1 through 4 shall have one vote per lot, and decisions shall be made by a majority of the lot owners. The Maintenance Committee shall bill each Owner of Lots 1 through 4 from time-to-time, but not less often than annually, for such Owner's share of the costs incurred by such Committee hereunder, which costs shall be payable

upon demand. The Maintenance Committee shall have a lien on the lot of any such Owner (including any interest of such Owner in Outlot 1) where such Owner has failed or refused to pay all or any part of the sums payable and assessed pursuant to the provisions of this section. Such lien will be junior to and in no way impair the lien or charge of any first mortgage, on a lot, whether recorded before or after the recording of this instrument. The lien may be perfected and foreclosed in such manner as is permitted by law in the name of the Maintenance Committee or any member thereof. Maintenance, repair or replacement work may be performed by the Maintenance Committee, or any member thereof, or by an independent contractor retained by the Maintenance Committee. Any lot owner shall be entitled to a statement from the Maintenance Committee setting forth any unpaid obligations of such lot owner. If the Maintenance Committee does not provide such a statement within ten (10) business days after the lot owner's request, the Maintenance Committee and the other lot owners are barred from claiming any lien which is not filed prior to such request.

4.03. Each Owner of Lots 1 through 4 shall maintain at all times public liability insurance against claims for death, bodily injury and property damage arising out of Outlot 1 in an amount of not less than \$500,000.00 with respect to any one death or bodily injury, and in an amount of not less than \$50,000.00 with respect to property damage from any one occurrence. Each Owner of Lots 1 through 4 shall provide the other Owners of Lots 1 through 4 with an appropriate certificate of insurance showing the required coverage, which coverage cannot be cancelled without ten (10) days prior written notice to the other lot owners. The Maintenance Committee may increase the minimum public liability coverage by a reasonable amount from time-to-time to reflect the effects of inflation.

4.04. Any award resulting from taking or condemnation of any portion or all of Outlot 1 will be distributed among the Owners of Lots 1 through 4, in equal shares, except to the extent that the use of such funds is necessary to replace the taken portion of such Outlot to as near the original condition as is possible, in which event such funds shall be held in trust by the Maintenance Committee and used for such purpose.

4.05. No termination, extension, modification, waiver or amendment of this Article 4 will be effective unless a written instrument setting forth the terms thereof has been executed, acknowledged and recorded in the office of the Register of Deeds of Dane County, Wisconsin, signed by all of the Owners of Lots 1 through 4, and by the Village of Waunakee, except that the Developer shall also be required to consent in writing thereto so long as Developer is the Owner of any lots within the Property.

4.06. Nothing contained in this instrument will be deemed to be a gift or dedication of any portion of Outlot 1 to the general public or for any public purpose whatsoever. The Owners of Lots 1 through 4 by written agreement of all of them shall have the right to temporarily close all or any portions of Outlot 1 to such extent as may, in the opinion of their counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, and to close temporarily, if necessary, by action of a majority of such owners any part of Outlot 1 in order to permit repairs.

4.07. Nothing contained in this Article 4 shall be construed to make any Owner or Developer, or their successors and assigns, partners or joint venturers of each other or to render any party liable for the debts or obligations of any other party, except as expressly provided in this Article 4.

4.08. No delay or omission by any party, or their successors and assigns, to exercise any right or power accruing upon any noncompliance or failure of performance by another party under the provisions of this Article 4 shall impair any such right or power or be construed to be a waiver hereof. A waiver of any party, or their successors or assigns, of any of the provisions of this Article 4 to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any provision contained herein.

4.09. If any provision or portion of this Article 4, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Article 4 or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

4.10. All of the terms and provisions of this Article 4 are intended to be and shall be construed as easements and as covenants running with the land, and shall be binding upon, to the benefit of and be enforceable by the Owners of Lots 1 through 4 and all subsequent owners of such parcels or any part thereof, by the Village of Waunakee, and by the Maintenance Committee, and, so long as Developer owns any lot with the Property, by the Developer.

4.11. Upon the reasonable request of any party, any other party shall execute and deliver, from time-to-time, a certificate confirming, if such then be the fact, that this Article 4 continues in full force and effect and unmodified (or, if modified, stating the modifications), and that the certifying party knows of no existing defaults by the other party, or if such default is known, specifying the same.

4.12. This Article 4 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

4.13. No breach of this Article 4 will entitle any party to cancel, rescind or otherwise terminate this instrument, but this limitation will not affect, in any manner, all other rights or remedies which the parties may have by reason of any breach of this Article 4. In the event that any party shall default in the performance of any obligation hereunder, the Maintenance Committee, any Owner of Lots 1 through 4, and the Village of Waunakee, and the Developer so long as Developer owns any lot within the Property, may cause such default to be cured at the expense of the defaulting party, which sum the defaulting party shall pay upon demand, and in addition to the right to collect damages, may seek to enjoin such default in a court of competent jurisdiction, and recover the costs and expenses of any such action, including reasonable attorney fees.

4.14. In each instance in which any Owner of Lots 1 through 4 conveys all or any part of their interest in any of such Lots and the appurtenant interest in Outlot 1 to a grantee, he, she or it will be deemed to be a new party hereto. On the recording of any such conveyance with the Register of Deeds of Dane County, Wisconsin, which conveys the entirety of the grantor's interest in Lots 1 through 4, and Outlot 1, the conveying party will be released from any obligation under this Article 4 arising thereafter with respect to Lots 1 through 4, and Outlot 1.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 4 day of ~~September~~^{October}, 2011.

SAVANNAH VILLAGE, LLC

By: 
Donald C. Tierney, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 4th day of ^{OCTOBER}~~September~~, 2011, before me, a Notary Public, personally appeared Donald C. Tierney to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Savannah Village, LLC.


Signature of Notary Public

Bruce K Gibson
Print name of Notary Public

Notary Public, State of Wisconsin
My Commission: 12-30-12.

The undersigned joins in this Declaration as the owner of Lot 1, Hanover Addition to Savannah Village, Village of Waunakee, Dane County, Wisconsin, and declares that said Lot 1 shall be subject to this instrument and shall be held, sold, occupied, conveyed and transferred subject to this instrument.

FARNSWORTH BUILDERS, INC.

By: 
Rick Farnsworth, President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 4th day of ^{October}~~September~~, 2011, before me, a Notary Public, personally appeared Rick Farnsworth to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Farnsworth Builders, Inc.

Bruce K Gibson
Signature of Notary Public

Bruce K Gibson
Print name of Notary Public

Notary Public, State of Wisconsin
My Commission: 12-30-12.

This instrument drafted by:
Michael J. Lawton

EXHIBIT A

ARCHITECTURAL AND DESIGN STANDARDS FOR HANOVER ADDITION TO SAVANNAH VILLAGE

The following architectural and design standards shall be deemed incorporated by reference into Section 3.1 and 3.4 of the attached Declaration as if set out in full therein, and shall apply to any improvements constructed in the Hanover Addition to Savannah Village (other than outlots):

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. 106-18 of the Waunakee Zoning Ordinance in effect on the date of adoption hereof.

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:

- No detached garages or detached accessory buildings are allowed at anytime.

2. HEIGHT RESTRICTION

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

- The primary building shall not exceed 35' in total height.

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.
- 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.
- The Developer and Design Review 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 Design Review Committee, and no work shall start prior to obtaining this approval in writing. No building permit may be issued by the Village of Waunakee without such approval having been given in writing.
- All driveways shall have a width, excluding flares, at the public street or private drive 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 Village Director of Public Works.

Garages & Accessory Buildings:

- No garage that faces a street shall exceed 40% of the total street side facade area of the primary and accessory buildings combined, based on linear foot measurements, unless the garage setback is 30' or more from the public or private street lot line.
- Any garage that is facing the street shall have a minimum setback of 20' from any street.
- If a garage entry does not face the street side facade, the garage may encroach the front yard setback by 5', except in the case of a reverse corner lot.
- A detached garage shall be constructed of the same materials as the primary building and shall be consistent in architectural styling.

Fences:

- All fences, including design and materials, must be approved by the Developer or Committee.

- **NO CHAINLINK, VINYL, PLASTIC OR SHADOWBOX FENCES SHALL BE ALLOWED AT ANYTIME. The only fences that will be approved are ornamental metal fences or wrought iron fences, black in color. Any fence which is approved shall be set back at least five (5) feet from the lot line.**

4. GENERAL

- For purposes hereof, any reference to a street shall include public streets and private streets.
- The establishment of the foregoing standards shall not prohibit the Developer or the Design Review Committee from establishing other or stricter requirements or rejecting any plans, as the foregoing are minimum requirements only.

Attached List
Parcel Identification Numbers
Plat of Hanover Addition to Savannah Village

080915265011
080915266501
080915265121
080915265231
080915265341
080915265451
080915265561
080915265671
080915265781
080915265891
080915266001
080915266111