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DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #

**4323646**

06/18/2007

02:34PM

Exempt #:

Rec. Fee: 21.00

Pages: 6

Non-Stock Articles of Incorporation  
Lehmans's Addition Homeowners Association, Inc.

TITLE OF DOCUMENT

RETURN TO:

Michael J. Lawton  
P.O. Box 1507  
Madison, WI 53701

TAX ID NO: 012-0911-194-9030-2

6/21

**NON-STOCK ARTICLES OF INCORPORATION  
LEHMAN'S ADDITION HOMEOWNERS ASSOCIATION, INC.**

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

FIRST: The name of the corporation is Lehman's Addition Homeowners Association, Inc. (hereafter "Association").

SECOND: The period of existence shall be perpetual.

THIRD: The corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the preservation, ownership, control, maintenance, improvement and order of common areas, including, but not limited to, private park and recreational facilities, and open space, and plat entrance sign(s) if developed or constructed by the Association, the Declarant (as defined below) or any other person, all within the Plat of Lehman's Addition, Town of Bristol, Dane County, Wisconsin. In furtherance of these purposes, the corporation shall have the power to:

(a) exercise all the powers and privileges and perform all of the duties and obligations of the Association as set forth in a certain Declaration of Covenants, Restrictions, Conditions and Easements, as amended from time-to-time (hereinafter referred to as the "Declaration"), applicable to the Plat of Lehman's Addition and recorded in the office of the Register of Deeds of Dane County, Wisconsin;

(b) fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration and other comparable instruments referred to above, pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation;

(c) acquire, own, hold, improve, operate, maintain, convey, sell, lease, transfer, dedicate for public or utility use or otherwise dispose of real or personal property in connection with the affairs of the corporation, including, if constructed or developed by the Association, the Declarant or any other person, plat entrance signs(s);

(d) have and exercise any and all powers, rights and privileges which a corporation organized under the Wisconsin Non-Profit Corporation Law by law may now or hereafter have or exercise; and

(e) establish rules and regulations concerning the common areas and facilities, property and affairs of the Association.

**FOURTH:** The record owner, whether one or more persons or entities, of fee simple title to each platted lot (exclusive of outlots), within the Plat of Lehman's Addition,

shall be a member of the Association, provided that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, such person shall be a member instead of the vendor. 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 vote. Membership shall be appurtenant to and may not be separated from ownership of any lot to which membership is attributable.

FIFTH: Members shall be entitled to one vote for each lot (exclusive of outlots) as to which such membership is attributable. Where a lot is owned by one person, such person shall be entitled to the vote for such lot. Where more than one person holds an interest in a lot, the vote shall be exercised as such persons shall determine among themselves, but in no event shall more than one vote be cast with respect to any lot. There may be no split vote. Prior to the time of any meeting at which a vote is to be taken, each lot having co-owners shall file the name of the voting co-owner with the secretary of the corporation in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority applicable to all votes until rescinded. The rights of members to vote are further limited to the extent specified in the By-Laws. The voting rights of the members to amend the By-Laws are denied until such time as Declarant Control (as defined in the By-Laws) has expired or been terminated.

SIXTH: The principal office of the corporation is located in Dane County, Wisconsin. The address of such principal office is:

4607 Oak Springs Circle  
DeForest, WI 53532

SEVENTH: The name of the initial registered agent is: William M. Paulson.

The address of the initial registered agent is:

4607 Oak Springs Circle  
DeForest, WI 53532

EIGHTH: These Articles may be amended in the manner authorized by law at the time of amendment, except that the voting rights of the members are denied until such time as Declarant Control (as defined in the By-Laws) has expired or been terminated.

NINTH: The number of directors shall be fixed by By-Law, but the initial Board of Directors shall consist of three (3) members. The manner of election or appointment of directors shall be fixed by By-Law. The initial directors shall be selected by the incorporator.

TENTH: The name and address of the incorporator is:

William M. Paulson  
4607 Oak Springs Circle  
DeForest, WI 53532

Executed in duplicate this 15th day of June, 2007.

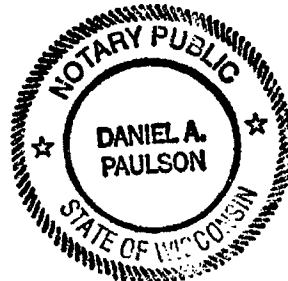
William M Paulson  
William M. Paulson, Incorporator

STATE OF WISCONSIN    )  
                                  ) ss.  
COUNTY OF DANE        )

Personally came before me, this 15th day of June, 2007, the above-named William M. Paulson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Daniel A. Paulson

Notary Public, State of Wisconsin  
My Commission expires: 06-27-10



*This document drafted by  
and to be returned to:  
Michael J. Lawton  
P.O. Box 1507  
Madison, WI 53701*



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DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**4323647**

06/18/2007 02:34PM

Exempt #:

Rec. Fee: 29.00  
Pages: 10

By-Laws  
Lehman's Addition Homeowners Association, Inc.

TITLE OF DOCUMENT

RETURN TO:

Michael J. Lawton  
P.O. Box 1507  
Madison, WI 53701

TAX ID NO: 012-0911-194-9030-2

10/29

**BY-LAWS**  
**LEHMAN'S ADDITION**  
**HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1--Name and Location**

The name of the corporation is Lehman's Addition Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall initially be located at 4607 Oak Creek Springs, DeForest, Wisconsin 53532, but meetings of Members and Directors may be held at other places within Dane County, Wisconsin.

**ARTICLE 2--Definitions**

For purposes of these By-Laws, the following terms shall be defined in the following manner:

2.1. "Association" shall mean and refer to the Lehman's Addition Homeowners Association, Inc.

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

2.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements, and all amendments thereto, for the Plat of Lehman's Addition.

2.4. "Declarant" and "Developer" shall be used interchangeably to refer to Paulson Development, LLC, and its successors and assigns.

2.5. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.



2.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, as defined in the Articles of Incorporation of the Association.

2.7. "Property" shall mean and include the following described real estate: All residential lots located in the Plat of Lehman's Addition, Town of Bristol, Dane County, Wisconsin.

### **ARTICLE 3—Meeting of Members**

3.1. Annual Meetings. The annual meeting of Members shall be held on the first Wednesday of May of each year. At the annual meeting, the Members shall, except to the extent of Declarant Control as hereinafter set forth, elect directors.

3.2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association, or upon written request of the Members who are entitled to vote one-third (1/3) of all votes of the Association.

3.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the president or person authorized to call the meeting, by delivering written notice, either personally or by mail, at least thirty (30) days before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.4. Quorum. The presence at the meeting of one-fourth (1/4) of the Members entitled to cast, or proxies entitled to cast, votes shall constitute a quorum for any action of the membership and the vote of a majority of the Members present at such meeting shall constitute the act of the membership, except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time-to-time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.5. Proxies. At all meetings of Members, each Member shall vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon termination of membership status.

#### **ARTICLE 4—Board of Directors**

4.1. Number. The affairs of the Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

4.2. Term of Office. Each Director shall serve for a term of one year, and thereafter until his successor has been duly elected.

4.3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association if Declarant Control under Article 6 hereof is not in effect. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor, subject to Declarant Control under Article 6 hereof.

4.4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### **ARTICLE 5—Meeting of Directors**

5.1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. One such regular meeting shall occur on the first Wednesday of May, annually, immediately following the annual meeting of the Members.

5.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any Director, after not less than three days' notice to each Director.

5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE 6--Rights of Declarant**

6.1. Declarant Control. Notwithstanding anything else herein contained, the Declarant shall have the exclusive right to appoint and remove at any time, without a meeting of the Members of the Board of Directors and without notice, all Members of the Board of Directors until the earlier of (a) the conveyance or dedication by Declarant of all of the real estate (exclusive of outlots) owned by Developer now or hereafter within the Plat of Lehman's Addition, Town of Bristol, Dane County, Wisconsin, or (b) the written release by the Declarant of Declarant Control and the filing of such release with the Secretary of the Association, whichever occurs earlier. Such release may be given by the Declarant at any time (a) after a period of ten (10) years from the date of recording of the final Plat of Lehman's Addition, or (b) after seventy-five (75%) percent of the lots (other than outlots) within the Plat of Lehman's Addition have been sold, whichever occurs first. Within thirty (30) days following occurrence of the event terminating Declarant Control, a special meeting of Members shall be held for the purpose of electing new Directors, and the elected Directors shall take office immediately upon election. Declarant Control shall thereupon cease.

## **ARTICLE 7--Powers and Duties of the Board of Directors**

7.1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the common areas and property of the Association, including recreational facilities, if constructed or developed by Declarant, the Association or any other person.

(b) Suspend the voting rights and any and all other rights and privileges of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.

(c) Exercise for the Association all powers, duties and authority vested in and delegated to the Association and not reserved to the membership by other provisions of the By-Laws, Articles of Incorporation or Declaration.

(d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three consecutive regular meetings of the Board.

(e) Employ independent contractors or such employees as they deem necessary, and prescribe their duties.

(f) Authorize the issuance of non-voting associate memberships in the Association for specified terms, for the purpose of allowing persons other than Members to use the facilities of the Association, and to set and collect the dues, fees or charges therefor.

7.2. Duties. It shall be the duty of the Board of Directors, including, but not limited to, during any period in which Town Control is in effect, to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(i) At its regular meeting held in December, annually, determine an annual budget and make the assessments authorized by the Declaration for the ensuing year.

(ii) Following the regular meeting held in December, annually send written notice of each assessment to every Owner subject thereto.

(iii) Take appropriate measures to collect assessments which are not paid in a timely fashion.

(iv) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.

(v) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association.

(vi) Cause the common areas, including any recreational facilities, decorative and ornamental lighting, if constructed by Declarant, the

Association or any other person, and the Plat entrance sign, to be managed and maintained.

(vii) Act as, or in the alternative elect the Members of, the Architectural Control Committee as provided in the Declaration, charge a reasonable fee for the review of plans, and include in the budget, if needed, a sum to pay the costs of enforcement of the Declaration.

## **ARTICLE 8—Officers and Their Duties**

8.1. **Enumeration of Officers.** The officers of this Association shall be a president, vice president, secretary and treasurer, and such other officers as the Board may from time-to-time by resolution create.

8.2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3. **Term.** The officers of the Association shall be elected annually by the Board and shall hold office for one year and thereafter until his successor is appointed, unless such officer shall sooner resign, or shall be removed or otherwise be disqualified to serve.

8.4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time-to-time, determine.

8.5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may at any time resign by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7. **Multiple Offices.** One person may hold more than one office in the Association, provided that the president and vice president, and the president and secretary shall at all times be separate individuals.

**8.8. Duties.** The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board and the Members, shall see that orders and resolutions of the Board are carried out, and shall sign all written instruments.

(b) **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board, keep proper books of account, and shall prepare an annual budget, and a statement of income and expenditures to be presented to the Board at its first meeting of each year.

#### **ARTICLE 9—Books and Records**

The books, papers and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and by the Town. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### **ARTICLE 10—Assessments**

As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the lot against which the assessment is made. Any assessment which is not paid within sixty (60) days from the date of levy shall be delinquent. Delinquent assessments shall become liens and bear interest as provided in the Declaration. The Association may bring action at law against the Owner personally obligated to pay the same or foreclose against the Owner's lot(s) as to which a lien has attached, and interest, costs and reasonable attorney fees of such

action shall be added to the amount of such assessment. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the liens securing the same.

#### **ARTICLE 11--Corporate Seal**

The Association shall have no corporate seal.

#### **ARTICLE 12--Amendments**

12.1. These By-Laws shall be amended at a regular or special meeting of the Board of Directors or of the Members. Notwithstanding the foregoing, the voting rights of the Members are denied until such time as Declarant Control (as defined in Section 6.1 of these By-Laws) has expired or been terminated, except that no amendment shall be made to any provision hereof which modifies the rights of the Town hereunder, without the written consent of the Town of Bristol.

12.2. In the case of conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### **ARTICLE 13--Fiscal Year**

The fiscal year of the Association shall begin on the first day of January and shall end on the last day of December of every year, except that the first fiscal year shall begin on the day of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of Lehman's Addition Homeowners Association, Inc. have hereunto set our hands this 15<sup>th</sup> day of June, 2007.

  
\_\_\_\_\_  
William M. Paulson, Director

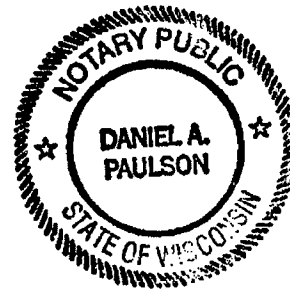
  
\_\_\_\_\_  
Susan K. Paulson, Director

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

On this 15th day of June, 2007, before me, a Notary Public, personally appeared William M. Paulson and Susan K. Paulson, to me known, who being by me duly sworn, did depose and say that they are directors of Lehman's Addition Homeowners Association, Inc., and that they are authorized to execute said document on behalf of such corporation.

Daniel A. Paulson

Notary Public, State of Wisconsin  
My Commission expires: 06-27-16.



*This instrument drafted by  
and to be returned to:  
Michael J. Lawton  
P.O. Box 1507  
Madison, WI 53701-1507*





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DANE COUNTY

REGISTER OF DEEDS

DOCUMENT #

**4323645**

06/18/2007

02:34PM

Exempt #:

Rec. Fee: 43.00

Pages: 17

**DECLARATION OF COVENANTS,  
RESTRICTIONS, CONDITIONS AND  
EASEMENTS FOR THE PLAT OF  
LEHMAN'S ADDITION, TOWN OF BRISTOL,  
DANE COUNTY, WISCONSIN**

Paulson Development, LLC, a Wisconsin limited liability company (the "Developer"), being the owner of the real estate in the Town of Bristol, Dane County, Wisconsin, which has been platted as the Plat of Lehman's Addition (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

P.O. Box 1507

Madison, WI 53701

012-0911-194-9030-2  
Parcel Identification Number

**ARTICLE 1**  
**Definitions**

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

1.1. "Developer" shall refer to Paulson Development, LLC, and its representatives, 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.

1.3. "Property" shall mean and refer to the real estate described as the Plat of Lehman's Addition, Town of Bristol, 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 Town of Bristol, Dane County, Wisconsin, shall be known as the Plat of Lehman's Addition, Town of Bristol, Dane County, Wisconsin.

17/43

**ARTICLE 3**  
**Architectural Control and Protective**  
**Covenants and Restrictions**

**3.1. For all buildings to be erected or placed on any lot 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, harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and amount and placement of brick or stone, 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 and use dimensional shingles, have fascia with a minimum of eight (8) inches, and have a minimum of fifteen percent (15%) of the front of the building in brick or stone, but a variance from these requirements may be granted by the Developer or the Architectural Control Committee, whichever is then applicable, in their discretion. It is recommended that buildings have shutters or window trim, that gable ends have eyebrow roofs, and that buildings have gable vents. Unless waived in writing by the Developer or the Committee, whichever is then applicable, the following shall be submitted to the Developer or the Committee in order to obtain approval: two (2) full sets of blueprints including elevations of the residence and details of exterior features, two (2) site plans showing elevations of the foundation in relationship to the public street abutting the lot, and a completed architectural control form (with the blank form to be supplied by the Developer or the Committee). This section shall not apply to any existing residence or outbuildings within the Property at the time of recording this Declaration.**

**3.2. After the Developer and their representatives, 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 the members of the Board of Directors of the Lehman's Addition Homeowners Association, Inc., or in the alternative, if the Directors of the Association so elect, three persons elected by a majority of the members of the Board of Directors of such Association.**

**3.3. For each building erected or placed on any lot 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. This section shall not apply to any existing residence or outbuildings within the Property at the time of recording of this Declaration.

3.4. No alteration in the exterior appearance of existing buildings, including but not limited to, 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.

3.5. The existing vegetation of each lot 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 shall be kept by the Developer or the Committee for the benefit of other purchasers in planning their individual elevations. 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 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 single family residential buildings erected on any lots subject to this Declaration (except that this sentence shall not apply to any existing residence on the Property at the time of recording of this Declaration):

- (a) No single story building shall have less than 1600 square feet.
- (b) No two-story building shall have less than 1850 square feet.
- (c) No raised ranch, bi-level, or tri-level building shall have less than 1600 square feet on the two main levels.

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 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 appearance compatible with other houses within the Property.

3.8. All single family residential buildings (other than a residence within the Property at the time of recording of this Declaration) must have an attached garage and such garage must contain not less than two (2) nor more than three (3) automobile garage stalls, but the maximum limitation may be waived by the Developer or the Committee, whichever is then applicable.

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. All driveways must be concrete (other than a temporary driveway for any residence existing within the Property on the date of recording of this Declaration), unless this requirement is waived by the Developer or the Committee, whichever is then applicable. The use of colored concrete or brick pavers must be approved by the Developer or the Committee, whichever is then applicable. No more than three (3) 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. The following are minimum requirements to obtain approval from the Developer or the Committee, whichever is then applicable, for an accessory building: (a) the floor area of the accessory building may not exceed fifty percent (50%) of the finished floor area square footage of the associated residence; (b) the accessory building shall have the same roof pitch, lines and shingles as the associated residence; (c) the accessory building shall have brick or stone accents which shall match the associated residence; (d) the accessory building shall have the same siding and shutters as the associated residence; and (e) the driveway to the accessory building shall be made of the same material as the driveway to the associated residence. Compliance with these minimum requirements for an accessory building does not guarantee approval by the Developer or the Committee, which shall be determined by the Developer or the Committee in their discretion.

3.12. Where public sidewalks exist, it is the responsibility of the abutting lot owner 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 having a gross vehicle weight in excess of 20,000 pounds, and owned or operated by residents within the Property, is prohibited unless such vehicles are kept in garages. Parking or storage of unregistered motor vehicles, or of boats, travel trailers, mobile homes, campers, and other recreational vehicles, within the Property is prohibited unless kept inside garages. Parking of more than three (3) vehicles in the driveway or on the street within the Property, by the residents or owners of any one lot within the Property, shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such lot. This section shall not prohibit the temporary parking of any vehicles for the sole purpose of loading or unloading such vehicles at the lot at which parked, for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns, yards or ditch areas at any time.**

**3.15. All areas of lots (excluding outlots) not used as a building site or lawn or under cultivation as a garden shall have a cover crop and be kept free from noxious weeds. The Owner shall keep each lot (excluding outlots), and all improvements, 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 the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by the residence, garage and driveway. The Owner shall keep all outlots free of debris and noxious weeds, and shall maintain all outlots in workmanlike condition as prairie land or as private park, playground or trail lands, with the surface thereof to be seeded with grass or prairie grass or a cover crop (but in the case of a private park or playground area or walking or biking path or trail, suitable alternative surfaces appropriate to such uses may be installed), except that the Owner of an outlot may permit the use of all or a part of such outlot for a community garden or as cropland so long as it is kept free of debris and noxious weeds. As to any outlots owned by the Lehman's Addition Homeowners Association, Inc., the Board of Directors of such Association shall adopt minimum maintenance standards for all such outlots, provide a copy thereof to the Town of Bristol and maintain such outlots in accordance with such minimum maintenance standards. Owners of lands within the Property understand that the maintenance of outlots within the Property is not the responsibility of the Town of Bristol, unless the Town of Bristol affirmatively accepts title to any such outlot. Owners of lots within the Property understand that they may not place, erect or maintain any structure or any other encroachment on any outlot within the Property.**

**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 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. Landscaping (including grading, sodding, and seeding) and paving of driveway shall be completed 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 this prohibition is preempted by federal law, 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 and color thereof.**

**3.19. No noxious or offensive trade or activity shall be carried on, 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 the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by the residence, garage and driveway. No burning barrels shall be allowed on any lot.**

**3.20. The Owner of any lot subject to this Declaration shall not change the elevation of any utility easement in excess of six (6) inches without the permission of all of the applicable utilities and 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. 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 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. All mailboxes shall be located on the same side of all public roads.

3.23. All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all side-yard and set-back requirements imposed by local ordinance.

3.24. No Owner of any lot shall re-grade or obstruct any swale, drainage way, or stormwater detention area, whether established by easement or not, which is in existence at the time of development on such lot, 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 (other than outlots) within the Property:

- (a) All yards must be fine graded and either (i) sodded or (ii) covered with seeding with mulch, including street terraces.
- (b) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. Complete visual screening of the front, rear and side boundaries of the premises is prohibited without approval of the Developer or the Committee, whichever is then applicable.

3.26. The Developer, after a period of ten (10) years from the date of recording the final Plat or after seventy-five percent (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 cancelled 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, 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 attorneys fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation.

**3.28. Article 3 hereof, or any part thereof, may be cancelled, 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 and the Owners of a majority of the lots (other than outlots) subject to this Declaration, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided, then by an instrument in writing signed by the Owners of a majority of the lots (other than outlots) subject to this Declaration, except that sections 3.15, 3.24, 3.27, 3.28 and 3.33 hereof may not be amended without the consent of the Town of Bristol.**

**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.**

**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 not be required in that instance.**

**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 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, stormwater detention areas, or maintenance or landscaping, or if any lot owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, the Committee or the Town of Bristol 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 attorney fees and costs, to remedy said violation.

3.34. The Lehman's Addition Homeowners Association, Inc. shall maintain all stormwater management facilities (including the drainage and stormwater easements and outlots on the Property as shown on the Plat), including mowing, cleaning and maintenance generally, all in a workmanlike manner, all in accordance with the terms of the Dane County stormwater management permit and ordinance and the plans approved by the Town of Bristol, at the sole expense of such Association. In the event of a failure on the part of the Association to maintain any such stormwater management facilities as provided herein, after 30 days written notice of default and opportunity to cure from the Town of Bristol, the Town of Bristol may enter such stormwater management area and perform such maintenance as is required hereunder at the expense of the Association and the owners of the lots with the Property, and the cost to the Town of Bristol thereof, if not paid in full by the Association, or the Owners within 30 days after written demand by the Town, shall be a special charge against the Lots (other than outlots) within the Property, on a pro rata basis, and may be recovered in the manner provided by law for special charges, be included in the real estate tax bill for the Lots (other than outlots) within the Property on a pro rata basis, and become a lien on each such Lot on such pro rata basis. The rights of the Town of Bristol 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 Town of Bristol. 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 Town of Bristol may seek injunctive relief against the Association requiring the Association to perform the maintenance with respect to such stormwater management areas as required above, and the Association shall be liable for the actual attorney fees and costs of the Town 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 Town of Bristol and Dane County and the written consent of either (a) the Developer or (b) the Owners of a majority of lots (other than outlots) within the Plat.

**3.35. NOTICE IS HEREBY GIVEN TO ALL OWNERS OF LOTS WITHIN THE SUBDIVISION THAT THE SUBDIVISION 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 SUBDIVISION IS LOCATED IN AN AGRICULTURAL AREA AND RESIDENTS MUST EXPECT THAT CONDITIONS WHICH OCCUR IN AGRICULTURAL AREAS MAY OCCUR IN OR NEAR THE SUBDIVISION. WISCONSIN HAS ADOPTED A "RIGHT TO FARM" LAW WHICH PROVIDES LEGAL PROTECTION FOR AGRICULTURAL ACTIVITIES AGAINST LEGAL ACTIONS CLAIMING NUISANCE.**

#### **ARTICLE 4**

#### **Lehman's Addition Homeowners 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 Lehman's Addition Homeowners 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 Lehman's Addition, as it may from time-to-time be amended.**

#### **Association Membership and Board of Directors**

**4.4. Members. The Owner of each platted lot (exclusive of outlots) within the Plat of Lehman's Addition, Town of Bristol, Dane County, Wisconsin, shall be a member of the Association. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members. 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.

#### **Common Areas; Entrance Sign**

**4.6. Acquisition of Common Areas.** The Association may take title from time-to-time to real property within the Plat of Lehman's Addition, Town of Bristol, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members or for the purpose of managing the stormwater management facilities within the Property. 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.**

**A. General.** 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.

#### **B. Stormwater Management**

**Responsible Party.** The Developer is responsible for satisfying the provisions of this section of the Declaration relating to stormwater management throughout the Property for the duration of the construction period, and until the maintenance of the stormwater management facilities is transferred to the Association following sale of at least 75% of the lots (other than outlots) within the Property. Following completion of all construction phases and sale of at least 75% of the lots (other than outlots) within the Property, the Association shall assume responsibility for the stormwater management facilities.

**Obligations.** Developer and its successors and assigns during the period of Developer responsibility, and thereafter the Association, shall be responsible to repair and maintain the stormwater management measures located on the Property, whether in outlots or in easement areas, including outlots or easements which are dedicated or granted to the public for stormwater purposes, in good condition and in working order, such that the measures comply with approved plans on file with Dane County. Said maintenance shall be at the Developer's sole cost and expense during the period in which the Developer is responsible, and at the sole cost and expense of the Association thereafter. Developer and the Association will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements.

**Easement to County.** If Developer or the Association fail to maintain the stormwater management measures as required herein, then Dane County shall have the right, after providing Developer or the Association with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the County's maintenance request, to enter the stormwater management facilities within the Property in order to conduct

the maintenance specified in the Maintenance Notice. Dane County will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with any owner's use of the Property. All costs and expenses incurred by the County in conducting such maintenance may be charged to the owners of the lots within the Property by placing the amount on the tax roll for the lots within the Property as a special assessment or special charge in accordance with Sections 66.0627 or 66.0703, Wis. Stats. and applicable portions of the Dane County Ordinances.

**Easement to Town of Bristol.** In addition to the remedy provided to Dane County under the preceding paragraph, if the Developer or the Association fail to maintain the stormwater management measures required herein, then the Town of Bristol shall have the right, after providing Developer or the Association with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the Town's maintenance request, to enter the stormwater management facilities within the Property in order to conduct the maintenance specified in the Maintenance Notice. The Town of Bristol will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with any owner's use of the Property. All costs and expenses incurred by the Town of Bristol in conducting such maintenance may be charged to the owners of the lots within the Property by placing the amount on the tax roll for the lots within the Property as a special assessment or special charge in accordance with Sections 66.0627 or 66.0703, Wis. Stats. and applicable portions of the Town of Bristol Ordinances.

**Permanent Components of the Stormwater Management System.** The stormwater system consists of the following components:

- Stormwater drainage ways and swales
- Stormwater basin inlet and outlet structures
- Stormwater basin banks
- Infiltration areas
- Culverts
- Gabions

**Inspection and Maintenance.** All components of the stormwater system shall be inspected at least semiannually in early spring and early autumn. In addition, detention/infiltration areas shall be inspected after large storms for settling, cracking, erosion, leakage, sediment accumulation and the health and density of the vegetation. Repairs will be made and accumulated sediment removed whenever the performance of a stormwater control structure is compromised. Eroded areas shall be re-vegetated immediately. Areas with native vegetation shall be maintained according to the approved management plan.

**Prohibitions.** Mowing in buffer areas, pond banks and drainage ways will be minimized in order to maximize filtration of runoff except as specified in the approved management plan. If occasional mowing is necessary, the mowing height will be no shorter than six inches, except as specified in the approved management plan. Applications of fertilizers, herbicides, pesticides or other chemical applications are prohibited in buffer areas, on pond banks and along drainage ways.

**Duty to Provide Maintenance.**

A. In the event the Developer during the period of Developer responsibility, or thereafter the Lehman's Addition Homeowners Association, Inc., fails to perform its obligations under this instrument or under the approved stormwater management plan for the Property or the terms of any stormwater management permit, Dane County shall have the authority to inspect and maintain all components of the stormwater system. In such an event, all associated costs will be assessed back as a special charge or special assessment against the lots within the Property pursuant to Secs. 66.0627 or 66.0703, Wis. Stats. Said charge shall be a lien on the lots within the Property and shall be collected with the real estate taxes. Developer and all owners of lots within the Property consent to this enforcement procedure.

B. In addition to the remedies provided to Dane County under A. above, in the event the Developer during the period of Developer responsibility, or thereafter the Lehman's Addition Homeowners Association, Inc., fails to perform its obligations under this instrument or under the approved stormwater management plan for the Property or the terms of any stormwater management permit, the Town of Bristol shall have the authority to inspect and maintain all components of the stormwater system, but maintenance by the Town shall not occur until after the Town has given written notice of default and opportunity to cure with at least a seven (7) day cure period (except that in case of emergency such notice shall not be required). In such event, all associated costs will be assessed back as a special charge or special assessment against the lots within the Property pursuant to Secs. 66.0627 or 66.0703, Wis. Stats. Said charge shall be a lien on the lots within the Property and shall be collected with the real estate taxes. Developer and all owners of lots within the Property consent to this enforcement procedure.

**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 manage such areas for the benefit of its members and to establish reasonable rules for the use of such common areas.

**4.9. Entrance Sign.** The Association shall maintain in good order and repair any entrance sign(s) to the Plat of Lehman's Addition, at the expense of the Association.

#### **Assessments**

**4.10. 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 thereof, 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.

**4.11. Creation of Assessments.** Assessments shall be determined, established and collected each year, starting with calendar year 2008, in the following manner:

- (a) Budget.** In December of each year starting in December 2007, 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, stormwater management maintenance and repairs, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation. 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 \$100.00 for each lot to which the Association has the power to make assessments hereunder

or under other comparable instruments (excluding outlots), until the actual annual costs of maintenance, improvement and operation of common areas and stormwater management areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, shall exceed the annual revenue generated by an assessment of \$100.00 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, divided equally among all lots as to which the Association has the power to make assessments hereunder or under other comparable instruments (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. 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, 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. 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. 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.

**4.12. Term.** Article 4 hereof shall be deemed to be covenants running 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 Lehman's Addition is recorded, after which Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 4.13 below, except that the provisions of section 4.7 hereof shall be deemed to be easements running with the land and shall be deemed perpetual in nature.

**4.13. Cancellation, Release, Amendment or Waiver.** Article 4 hereof, or any part thereof, may be cancelled, 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 and the Owners of a majority of the lots (other than outlots) subject to this Declaration, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided herein, 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, but in no event may the provisions of section 4.7 hereof or of any other provision of this Article 4 which affects the Town of Bristol or Dane County be amended, cancelled, released or waived without the consent of the Town of Bristol and Dane County.

**4.14. Severability; Governing Law; Cancellation of Prior Instrument.** Invalidity 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. This instrument shall be governed by and construed in accordance with the laws of the state of Wisconsin.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 15th day of June, 2007.



PAULSON DEVELOPMENT, LLC

By: William M. Paulson  
William M. Paulson, Manager

By: Susan K. Paulson  
Susan K. Paulson, Manager

STATE OF WISCONSIN   )  
                                  ) ss.  
COUNTY OF DANE       )

On this 15th day of June, 2007, before me, a Notary Public, personally appeared William K. Paulson and Susan K. Paulson, as members of Paulson Development, LLC, to me known, who being by me duly sworn, did depose and say that they executed said document on behalf of Paulson Development, LLC.

Daniel A. Paulson

Notary Public, State of Wisconsin  
My Commission: 06-27-10

*This instrument drafted by*  
*Michael J. Lawton*

