

DANE COUNTY
REGISTER OF DEEDS

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DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS
FOR THE PLAT OF QUARRY RIDGE
ESTATES, FIRST ADDITION,
VILLAGE OF COTTAGE GROVE,
DANE COUNTY, WISCONSIN

000118

Re: See attached legal description

Return to:

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

112-0711-044-8140-1
112-0711-044-8540-1
112-0711-044-8712-1
112-0711-044-9002-1

Parcel Identification Numbers

LICENSED TO DANE COUNTY AND NOT FOR RELICENSE, S

TRANSFER
OR ANY OTHER TR

LEGAL DESCRIPTION

000119

Located in the NE ¼ of the SE ¼, the NW ¼ of the SE ¼ and the SW ¼ of the SE ¼ of Section 4, Town 7 North, Range 11 East, Village of Cottage Grove, Dane County, Wisconsin, described as follows:

Commencing at the East Quarter Corner of Section 4;
thence S3°18'03"W, 66.04 feet along the east line of the Southeast Quarter of said Section 4, to the **POINT OF BEGINNING**;
thence continuing S3°18'03"W along said east line of the Southeast Quarter, 1277.49 feet to the southeast corner of the NE ¼ of the SE ¼ of said Section 4;
thence N88°31'50"W along the south line of said NE ¼ of the SE ¼, 1341.31 feet to the northeast corner of the SW ¼ of the SE ¼;
thence S3°11'46"W along the east line of said SW ¼ of the SE ¼, 86.60 feet to the northeast corner of Lot 33, Quarry Ridge Estates;
thence N86°48'14"W along the north line of said Lot 33, Quarry Ridge Estates, 165.95 feet to the east right-of-way line of Crysta Trail;
thence N03°11'46"E along the east line of said Crysta Trail, 45.05 feet to the north right-of-way line of Megan Lane, projected easterly ;
thence N88°31'48"W along said north line of Megan Lane, 530.54 feet to a point on a curve along the west right-of-way line of Saint Johns Street;
thence along the arc of said curve to the right along said west right-of-way line of Saint Johns Street with a radius of 1000.00 feet, a central angle of 01°33'12" and a long chord of S16°47'37"W, 27.11 feet to the northeast corner of Lot 14, Quarry Ridge Estates;
thence along the north line of said Lot 14, N72°29'41" W , 140.59 feet to the east line of Lot 10, Quarry Ridge Estates;
thence along said east line of Lot 10, N17°25'28"E, 8.83 feet to the northeast corner of said Lot 10;
thence along the north line of said Lot 10, N86°23'49"W, 211.59 feet to the northwest corner of said Lot 10;
thence N62°22'35"W, 65.69 feet to the northeast corner of Lot 1, Quarry Ridge Estates;
thence along the north line of said Lot 1, N86°23'49"W, 169.06 feet to the east right-of-way line of CTH "N";
thence N3°31'11"E along said right-of-way line, 573.77 feet to the south line of CSM No. 6103;
thence S86°28'48"E along said south line, 419.80 feet to the southeast corner of said CSM No. 6103;
thence N3°31'11"E, 685.18 feet along the east line of said CSM No. 6103 and CSM No. 6893, to a point lying 66 feet south of the East-West Quarter line of Section 4, as measured perpendicularly;
thence S88°41'09"E parallel with said East-West Quarter line, 2194.44 feet to the **POINT OF BEGINNING**.

Containing 3,085,000 square feet, 70.82 acres.

**DECLARATION OF COVENANTS, RESTRICTIONS
AND CONDITIONS FOR THE PLAT OF
QUARRY RIDGE ESTATES, FIRST ADDITION
VILLAGE OF COTTAGE GROVE, DANE COUNTY, WISCONSIN**

Quarry Ridge Estates, LLC, a Wisconsin limited liability company (collectively the "Developer"), as owner of the real estate in the Village of Cottage Grove, Dane County, Wisconsin, which has been platted as the Plat of Quarry Ridge Estates, First Addition (the "Property"), hereby declares that all of the Lots in the Property are subject to the following restrictions, covenants and conditions, and that all of such Lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and conditions set forth herein:

ARTICLE I

DEFINITIONS

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

1.1 "Declaration" shall mean the covenants, restrictions and other provisions set forth in this document, as it may from time to time be amended.

1.2 "Developer" shall refer to Quarry Ridge Estates, LLC, and its successors and assigns.

1.3 "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.

1.4 "Property" shall mean and refer to the real estate described as the Plat of Quarry Ridge Estates, First Addition, Village of Cottage Grove, Dane County, Wisconsin.

1.5 "Lot" or "Lots" shall refer to the platted Lots (other than outlots) within the Property.

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 Dane County, Wisconsin and is more particularly described as the Plat of Quarry Ridge Estates, First Addition, Village of Cottage Grove, Dane County, Wisconsin.

ARTICLE 3**ARCHITECTURAL CONTROL, PROTECTIVE COVENANTS,
AND GENERAL PROVISIONS**

3.1 For all buildings to be erected or placed on any Lot subject to this Declaration, the plans, specifications, grading, landscaping and site plans for all such buildings must be submitted to the Developer, or the Developer's successors and assigns, for written approval as to the quality of workmanship and materials, appearance, 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 nature, amount, and quality of landscaping prior to commencement of any construction on any Lot. The landscaping or site plan for all single-family residences shall describe how the Owner will comply with the landscaping requirements of sec. 3.24 hereof. All duplex buildings shall have a separate landscaping plan which will describe how the Owner will landscape the Lot and which shall require the approval of Developer or the ACC, whichever is then applicable. All buildings erected on any Lot within 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 Architectural Control Committee (the "ACC"), whichever is then applicable, in their discretion. The Developer or the ACC shall endeavor, where reasonably possible in their sole judgment, to cause the owner to use brick, stone or natural materials on a visually significant portion of the street side façade of all buildings.

3.2 After the Developer ceases to have any title to any Lot subject to this Declaration, the plans, specifications, landscaping, grading and site plans, and all other matters to be submitted to the Developer under this Declaration must be submitted to the ACC. The ACC shall consist of three persons, elected by the Owners of a majority of the Lots within the Property. The ACC shall act by majority vote. The election of the ACC shall be held annually on the first Monday in May at

7:00 p.m. at a site selected by the Developer or the ACC. In the event of the failure of the Owners of a majority of the Lots within the Property to elect an ACC in any year, the most recently elected members shall continue to serve until successors are duly elected.

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 ACC, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the ACC 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 when developing a plat of this type.

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 of any buildings erected or placed on any Lot within the Property, 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 ACC, whichever is then applicable.

3.5 The existing vegetation on 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 ACC, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer or ACC may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

3.6 The elevation of any Lot within the Property shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots. Violations of the grading, site or landscaping plans as submitted shall give either the Developer or the ACC, whichever is then applicable, or any adjacent Lot owner within the Property, a cause of action against the person violating such grading, site or landscaping plans 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 ACC, whichever is then applicable.

3.7 All Lots within the Property shall be used only for single family residential purposes (except that Lots 59-61, 192-193, and 199-206 may be used for duplex residential purposes), but the 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:

- (a) No single story building shall have less than 1,300 square feet of floor area.
- (b) No two-story building shall have less than 1,600 square feet of floor area.
- (c) No raised ranch, bi-level, or tri-level building shall have less than 1,300 square feet of floor area on the main level.

Note: The "main level" shall be defined as follows:

Bi-level or raised ranch: Upper level only;
Tri-level: The upper two (2) levels.

All single-story duplex units shall have not less than 1,200 square feet of floor area per unit; all two-story duplex units shall have not less than 1,500 square feet of floor area per unit.

For the purpose 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 ACC, 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 constructed on any Lot within the Property must have an attached garage and such garage must contain not less than two (2) nor more than three (3) automobile garage stalls. All duplex residential buildings must have not less than two (2) nor more than four (4) automobile garage stalls attached to the duplex structure. The maximum limitation

for single family or duplex buildings may be waived by the Developer or the ACC, 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 ACC, whichever is then applicable (except that prefabricated homes brought to the site in two sections will not be approved).

3.10 All driveways for any single family or duplex buildings on the Property must be concrete, but this requirement may be waived by the Developer or the ACC, whichever is then applicable, in the event of labor strikes, concrete unavailability or other circumstances not within the control of the Owner, which prevents the installation of a concrete driveway.

3.11 No more than two (2) domestic animals may be kept on any Lot subject to this Declaration, except that in the case of Lots 59-61, 192-193, and 199-206, two (2) domestic animals may be kept per residence. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for free or not.

3.12 No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, on any Lot within the Property, nor shall any residence be of a temporary character. No outbuildings or accessory buildings, including storage sheds, are permitted on any Lot within the Property without the advance, written approval of the Developer or the ACC, whichever is then applicable.

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

3.14 All areas of Lots within the Property 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. The Owner shall keep each Lot within the Property, and all buildings and other improvements thereon, 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. 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. The Owners of Lots 192, 202 and 203 shall mow and maintain the C.T.H. "N" road right-of-way from each such lot to the curb of CTH "N" between the extensions of the lot lines of each such lot at right angles to C.T.H. "N".

3.15 Construction shall be commenced by the Owner (or any successors or assigns) on all Lots within the Property within one (1) year from the date of the land contract or deed by which such Owner received an interest in the Lot involved from Developer. If no construction is commenced by Owner (or any successors or assigns) within such one-year period, the Developer shall have the option, exercisable at any time after the expiration of such one-year period, whether the Lot is then owned by Owner or by any successors or assigns, by written notice to Owner or any successors or assigns, to have said Lot conveyed to the Developer at the original sales price at which the Owner acquired such Lot from Developer, free and clear of any liens and encumbrances created by act or default of the Owner or any other party other than Developer, with taxes for the year in which the conveyance occurs being prorated as of the date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

3.16 Construction of all single family or duplex buildings on Lots within the Property 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 any driveway on any single family or duplex lots within the Property shall be completed within ninety (90) 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 Owner, the time for completion shall be extended by the period of such delay.

3.17 Except to the extent that federal law preempts this section, no visible exterior antennas, windmills, satellite dishes or solar panels shall be permitted on any Lot within the Property, unless approved in writing in advance by the Developer or the ACC, whichever is then applicable, including approval of the location, material, height, size and color thereof.

3.18 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 on any Lot within the Property. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in

back or side yards, but any permitted vegetable gardens may not exceed one-sixth (1/6) of the entire back and side yard.

3.19 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 the applicable electric, gas and other utilities using such easement and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

3.20 No Lot within the Property shall be resubdivided, except that Lots 59-61, 192-193, and 199-206 may be resubdivided in the event of construction of a duplex on any of such Lots so that each of the duplex units and the adjoining land may be on a separate Lot, provided that any such resubdivision is approved by the Village of Cottage Grove in compliance with the Village of Cottage Grove Zoning and Subdivision Ordinance. No boundary line of any Lots (other than with respect to resubdivision of Lots 59-61, 192-193, and 199-206 as described above) within the Property shall be changed, except with the approval of the Developer or the ACC, 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.

3.21 No signs of any type shall be displayed to public view on any Lot within the Property without the prior written consent of the Developer or the ACC, whichever is then applicable, except (i) lawn signs of not more than six (6) square feet in size advertising the Lot where located for sale, and (ii) signs of any size displayed by the Developer as part of the Developer's marketing of the Lots within the Property.

3.22 All buildings constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements and all front, rear and side-yard set-back requirements imposed by local ordinance, except in the case of Lots 59-61, 192-193, and 199-206 when such lots are redivided in accordance with Section 3.20 hereof for use of such lots for zero lot line duplexes, in compliance with Village of Cottage Grove Zoning and Subdivision Ordinances.

3.23 No Owner of any Lot within the Property shall grade or obstruct any drainage swale which is in existence at the time of development by such Owner, so as to impede the flow of drainage water from other Lots across such swale. Any Owner who grades, obstructs or alters any drainage swale, which is in existence at the time of such Owner's development, shall be required to repair or restore such drainage swale at such Owner's sole expense.

3.24 The following are minimum landscaping requirements for all lots within the Property upon completion of construction:

- (a) The Developer will plant trees in the street terrace abutting Lots within the Property as required by agreement with the Village of Cottage Grove.
- (b) Each single family residence home must have at least five (5) evergreen shrubs and/or five (5) trees, and in addition shall have one (1) ornamental shade tree of a diameter of not less than one and one-half inches (1 1/2") or one (1) Blue Spruce, Colorado Green or Black Hills Spruce of not less than four feet (4') in height. All R-2 zoned lots shall be landscaped in accordance with the R-2 landscaping requirements of the Village of Cottage Grove Zoning Ordinance in effect at the time of construction.
- (c) Front and side yards must be either (a) sodded, or (b) seeded, fertilized and erosion mat applied, including street terraces, on all construction, except that the Developer or the ACC, whichever is then applicable, may waive this restriction in their discretion.
- (d) Rear yard areas not sodded must be seeded with a fifty percent (50%) blue grass seed mixture.
- (e) 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 any Lot using landscape plantings or other means, is prohibited without approval of the Developer or the ACC, whichever is then applicable.
- (f) The installation of any fence or wall of any kind is prohibited without the approval of the Developer or the ACC, whichever is then applicable.
- (g) All rain gardens constructed on any Lot within the Plat by the Developer or any Owner shall be maintained in a neat and orderly condition at all times, may not be altered or modified in any material respect without the written approval of the Developer or the ACC, whichever is then applicable, and gardens shall be used, managed and maintained for the intended purposes of the rain garden for stormwater management unless a change in use is approved by the Developer or the ACC.

3.25 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 have been sold, whichever occurs first, may elect to assign all of the Developer's rights to approve all of the items set forth herein to the ACC.

3.26 This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any of the Lots within the Property for a period of thirty (30) years after the Plat is recorded, after which time this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 3.27 below. If any person, or his heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained herein while this Declaration is effective, the Developer, the ACC 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.

3.27 This Declaration, 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 subject to this Declaration, or if the Developer has released or assigned the Developer's rights under this Declaration as provided herein, then by an instrument in writing signed by the Owners of a majority of the Lots subject to this Declaration.

3.28 Invalidation of any one of these covenants or any severable part of any covenants, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

3.29 In the event the Developer or the ACC, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and grading, landscaping and site plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or the ACC, 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. 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 architecture or engineering services which were

required to review any proposal before the Developer or the Committee.

3.30 In exercising any authority under this Declaration, the Developer or the ACC, 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.

3.31 The Developer and the ACC 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 plan or other matter, including any loss arising out of the negligence of the Developer or the ACC.

3.32 While the Developer retains ownership of any Lots within the Property, the Developer reserves the right to submit some or all of said Lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said Lots 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 enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of said 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 Buildings Association to hold its Parade of Homes in this subdivision 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 of Covenants, Restrictions and Conditions 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.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 30th day of December, 2003.

QUARRY RIDGE ESTATES, LLC

By: William M Paulson
William M. Paulson, Member

By: Susan K. Paulson
Susan K. Paulson, Member

STATE OF WISCONSIN)
COUNTY OF DANE

On this 30th day of December, 2003, before me, a Notary Public, personally appeared William M. Paulson and Susan K. Paulson, as members of Quarry Ridge Estates, LLC, to me known, who being by me duly sworn, did depose and say that they executed the aforesaid instrument on behalf of such company.

Michael J. Lawton
Michael J. Lawton
Notary Public, State of Wisconsin
My Commission expires: in perma

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

Paulswil18quarry ridge first 121703