

COVENANTS AND RESTRICTIONS
PLAT OF PHEASANT POINT I

Re: Lots 1 through 53, Plat of Pheasant Point I,
Town of Middleton, Dane County, Wisconsin

WHEREAS, Michael F. Simon Builders, Inc. and GWS Dev., Inc. (herein collectively referred to as "Developer") are the owners of all of the above-referenced Lots herein collectively referred to as "Lots" or "Lot" if reference is made to any one of such Lots; and

WHEREAS, the Developer desires to control the purpose for which the Lots are used, to maintain a high standard of quality with respect to the development and maintenance of the Lots and the structures constructed thereon, and to facilitate the same, to obligate the owners of the Lots or any part thereof to be bound by certain conditions, restrictions, reservations and easements for the benefit of each and every Lot owner;

NOW, THEREFORE, the Developer hereby declares and provides that all of the Lots are hereby subject to the following restrictions, covenants, conditions and easements:

(1) Single-Family Residences. The Lots shall be used for single-family residential purposes only and no structures (except accessory buildings permitted pursuant to paragraph (2) below) shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one detached single-family dwelling, not to exceed two stories in height, and a private garage attached to said dwelling for not less than two cars.

(2) Accessory Buildings. Accessory buildings are expressly prohibited in the front or side yard of any Lot but may be constructed in the rear yard of a Lot with the prior written approval of the Architectural Control Committee. Such accessory buildings shall not exceed 12 feet in width by 16 feet in length by 12 feet in height.

(3) Use of Outbuildings. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character be used as a dwelling.

(4) Pets. No more than three domestic animals may be kept on any Lot owner's premises and must be housed within the principal structure constructed on the Lot. No other animals, livestock or poultry of any kind shall be raised, bred or kept on the Lot. Commercial animal boarding, kenneling or treatment is prohibited whether for fee or not.

(5) Lot Appearance. The Lot owner shall be responsible for maintaining the Lot in a neat condition. All Lot areas not used as a building site, as lawn or

under cultivation as a family garden, shall have a cover crop or be so cultivated or tended so as to keep them free of noxious weeds.

(6) Parking of Vehicles. The parking of service vehicles owned or operated by the Lot owners and their families is prohibited unless they are kept in garages. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside garages. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading.

(7) Relocation of Existing Structures Prohibited. No building previously erected elsewhere shall be moved upon any Lot, except new prefabricated construction which has been approved by the Committee.

(8) Nuisances Prohibited. 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. Nuisances such as loud or unreasonable noise shall not be permitted to exist upon any Lot so as to be detrimental to any other property or its occupants. Exterior lighting shall not be directed in such a manner as to create an annoyance to neighbors. Trash and garbage containers shall not be visible to the public except on days of trash collection. No clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis.

(9) Fences. No fences shall be erected on any part of any front yard. All other fences must be approved by the Committee. No exterior antennas or satellite dishes shall be erected on any structure or Lot without the prior written approval of the Committee and must be screened from view.

(10) Mailboxes and Yard Lights. To provide continuity throughout the Pheasant Point Development, Lot owner shall purchase from the Developer a mailbox, a newspaper tube and a post to be installed by the Developer or the builder on the Lot in accordance with the regulations of the United States Post Office Department. Only mailboxes and newspaper tubes provided or approved by the Developer shall be allowed, except for mail depositories which are the property of the United States Post Office Department. Each homeowner, at his expense, also shall install a post light approved by the Committee in the front yard of the Lot. Each light shall use only a direct wire and shall be controlled by a photo cell. The Lot owner shall maintain the fixture and light bulb.

(11) Driveways. All driveways from the garage to the public street shall be paved with bituminous concrete (asphalt) or concrete (cement) within one year from the date of issuance of the building permit. Driveway culverts shall be installed under all driveways by the Lot owner. All driveway culverts shall be arch shaped with an 18-inch pipe equivalent diameter minimum and shall have apron-end sections on each end.

(12) Signs. No signs of any type shall be displayed in public view on any Lot without the prior written consent of the Developer, except lawn signs of not more than four square feet in area advertising a Lot for sale.

(13) Minimum Floor Area. Each residential structure constructed on a Lot shall have the following minimum floor areas of finished living space:

(a) Single-story houses shall have not less than 2,200 square feet on the main level, excluding the garage and porches. The main level is defined as the level totally above the exterior finished grade.

(b) Split level or raised ranch houses shall have not less than 2,200 square feet on the main levels, excluding the garage and porches. The main levels are defined as those levels totally above the exterior finished grade. If the garage is in the basement, the minimum square footage of the main levels shall be not less than 2,500 square feet.

(c) Two-story houses shall have not less than 1,400 square feet on the first floor area and a total of 2,800 square feet of finished area excluding the basement.

(d) The above minimum floor area requirements may be reduced by the Developer or its subsequent agent, in the event the proposed architectural design and quality of the house is such that it presents an appearance comparable or superior to the appearance of other houses built in Pheasant Point I which conform to the above requirements.

(e) For the purpose of determining floor area, stair openings shall be included but open porches, screened porches, attached garages and basements shall be excluded.

(14) Approval of Building Plans. No building shall be erected, placed or altered on any Lot until the construction plans and specifications, landscaping plan and site plan showing the building location and elevation, the septic system location and elevation, the elevation of adjacent structures and the Lot topography have been approved in writing by a majority of the Committee. No approval shall be granted if the proposed elevations and finished grades are not compatible with the street elevation and the finished grade of adjacent structures and Lots, if such adjacent structures have previously been approved or unless such grades are compatible with what the Committee deems to be the reasonably desirable grade level for the Lot in question. In reviewing all plans, the Committee shall pay particular attention to exterior elevations, location of chimneys, materials, colors, roof pitch and roofing materials, soffits, fascia, siding and landscaping. The following standards shall be adhered to in all design and construction, the

Committee reserving the right to make such exceptions as it, in its discretion, deems necessary and proper.

- (a) All chimneys and all exterior flues shall be enclosed.
- (b) Facia shall be cedar, redwood or pine. No aluminum facia will be permitted. Facia must be 10 inches minimum depth.
- (c) Soffits may be aluminum or wood.
- (d) Roofing must be architectural type, textured, fiberglass or asphalt shingles or wood shakes. Fiberglass shingles shall be 220 pound weight or greater. Standard three-in-one shingles are not permitted.
- (e) Most wood siding types will be permitted. However, "Texture 1-11" siding or other similar siding is not permitted. All siding must be stained or painted. Because the colors available in stains and paints vary greatly, the desired color schemes must be submitted with the building plans for approval.
- (f) It is the intent of the Committee to coordinate trim, siding and roofing colors to provide the most aesthetic combination for a particular house as well as for Pheasant Point Development. The overall color schemes must be submitted with the building plans for approval.
- (g) Roof pitch shall be 6/12 (6 inches vertical to 12 inches horizontal) or steeper unless otherwise approved by the Committee.
- (h) Each residential structure erected shall have its entire external construction completed and the Lot fully landscaped and driveway paved within 12 months from the date of issuance of the building permit except for delays in completion due to strike, war or act of God.
- (i) No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Committee.

(15) Landscaping. The following are the minimum landscaping requirements:

- (a) No owner shall grade or obstruct any swale or drainage way whether protected by easement or not which is in existence at the time of development so as to impede the flow of surface water from

other Lots through such swale or drainage way. This shall include the drainage ditches along the public streets.

(b) No structure, planting or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities or which may change the direction or impede the flow of surface water in drainage channels in the easement. The easement area of each Lot and all improvements therein shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Lot owner shall not change the finished grade on a utility easement by more than 6 inches without the consent of the utility company.

(c) Lawn trees shall be planted within 30 days of occupancy of the home or upon completion of construction, whichever occurs first except that trees are not required to be planted during winter months when the ground is frozen, but rather shall be planted as soon as weather conditions permit.

(d) Each Lot owner shall plant three conifers ranging in size from 6 to 8 feet in height in the front lawn area, chosen from the following varieties - Colorado Blue or Green Spruce, Black Hills Spruce, Scotch Pine, Austrian Pine or Douglas Fir. The landscaping points required in subparagraph (e) below shall be in addition to this requirement such that no points shall be received for fulfilling this requirement.

(e) In addition to the requirement in paragraph (d) above, the landscaping plan for each Lot shall achieve a minimum of 1,000 landscaping points as determined by the following point schedule. All 1,000 points must be located in front of the residence and side yards. Side yard points shall not exceed 40 feet from the front of the residence. No more than 200 points total shall be allowed for any combination of walls, fences and berms:

<u>Landscaping Element</u>	<u>Point Value</u>
Canopy Tree (2"-3" caliper at 18 inches)	75
Canopy Tree (3"-4" caliper at 18 inches)	100
Canopy Tree (greater than 4" at 18 inches)	150
Canopy Tree or Small Tree (1-1½" caliper at 18 inches, i.e. Crab, Hawthorn, etc.)	50
Evergreen Tree (4 to 6 feet in height)	50
Large Deciduous Shrub (3-year transplant - 36" min.)	10
Small Deciduous Shrub (3-year transplant - 18" min.)	5

Evergreen Shrub (3-year transplant - 24" min.)	5
Decorative Wall (per face foot)	2
Rail Fence (per lineal foot)	1
Earth Berm (average height 30"-per lineal foot)	1

(f) All yards shall be fertilized and sodded, or fertilized, seeded and mulched. This requirement includes the terrace area within the street right of way.

(g) The maintenance of the plantings and yard areas is the responsibility of the Lot owner. Any trees or shrubs which die shall be removed by the Lot owner and replaced with a like variety of the same size as the original plant at the time of planting so as to maintain the original landscaping elements.

(h) The use of plantings in excess of those required above is encouraged. However, the complete screening of the front yard area is prohibited.

(16) Front and Side Yard Requirements. No building or any part thereof shall be located outside the building envelope shown on Exhibit A. Where one and one-half, two or more Lots are acquired as a single-building site, the building envelope shall refer only to the side boundaries bordering the adjoining property owners providing the Lot owner otherwise complies with the ordinances of Dane County regarding combination of adjoining Lots. The Developer or its successors shall have the right, in its sole discretion, to approve reasonable variations to the above front yard and side yard setbacks, depending on Lot topography, septic system-drain field requirements and other conditions or where strict enforcement of these setback provisions would work a hardship provided any such variance shall conform with the requirements of the Dane County Zoning Ordinances.

(17) Subdivision of Lots Prohibited. No Lot shall be resubdivided so as to create additional building parcels. This covenant shall not be construed to prevent the use of one Lot and part of another Lot as a building parcel.

(18) Restriction on the Use of Easement Area on Lot 9 for Soil Absorption System. A conventional, below grade, soil absorption system may be constructed on the easement area designated for park within Lot 9 only if the soils on the remainder of the lot are found to be unsuitable for either a conventional, below grade, soil absorption system or a mound type soil absorption system. A mound type soil absorption system may be constructed on the easement area designated for park within Lot 9 only if the soils on the remainder of the lot are found to be unsuitable for either a conventional, below grade, soil absorption system or a mound type soil absorption system and the easement area is not suitable for a conventional system. No conventional or mound type system may be constructed on the easement area designated for park on Lot 9 without first receiving the approval of the Town Board of the Town of Middleton.

(19) Architectural Control Committee. The Architectural Control Committee (herein "Committee") shall consist of two persons selected by the Developer until the Developer relinquishes control of the Committee or no longer has any interest in any Lot in the Plat of Pheasant Point I, whichever is earlier and shall thereafter consist of three members selected by the Board of Directors of the Homeowners Association.

A majority of the Committee may designate a representative to act on its behalf. In the event of the death or resignation of any member of the Committee, the Developer or Board of Directors, as appropriate, shall designate a successor.

The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove any plans, specifications or other matter requiring approval within 30 days after the Committee's receipt of the same, and, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been complied with fully. The time limit for approval shall not be deemed to have commenced until all of the required information has been received by the Committee for review.

The Committee shall exercise its approval authority and discretion in good faith and all Lot owners, by their acceptance of their deeds or any other interests in a Lot, agree to hold the Committee harmless for any perceived discrepancies in the Committee's good-faith performance of its duties.

The Committee shall not be responsible for inspecting any construction to ensure compliance with the approved plans, but any Lot owner, including the Developer, shall have the right to bring legal action to enjoin any noncompliance or violation as set forth below in paragraph (21).

(20) Term of Covenants. This Declaration shall run with the land and shall be binding upon all owners of Lots covered by this document for a period of 25 years from the date this document is recorded, after which time it shall automatically stand renewed for successive 10-year periods unless an instrument terminating or changing such covenants in whole or in part is signed by at least two-thirds of the Lot owners and recorded in the office of the Dane County Register of Deeds.

(21) Enforcement Actions. If any person shall violate or attempt to violate any of these covenants or restrictions herein within the term set forth above in paragraph (20), any person or persons owning any Lot or Lots shall have standing to bring proceedings at law or equity against the person or persons violating or attempting to violate any such covenant or restriction and the prevailing party shall be awarded reasonable attorneys' fees and costs.

Gary W. Stolen, President of GWS Dev., Inc., to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Nancy L. Goplin

Name: Nancy L. Goplin

Notary Public, State of Wisconsin

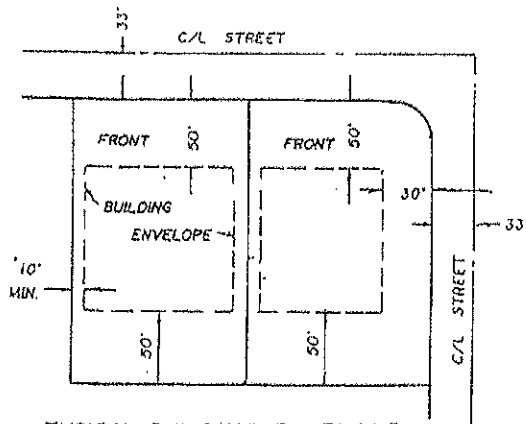
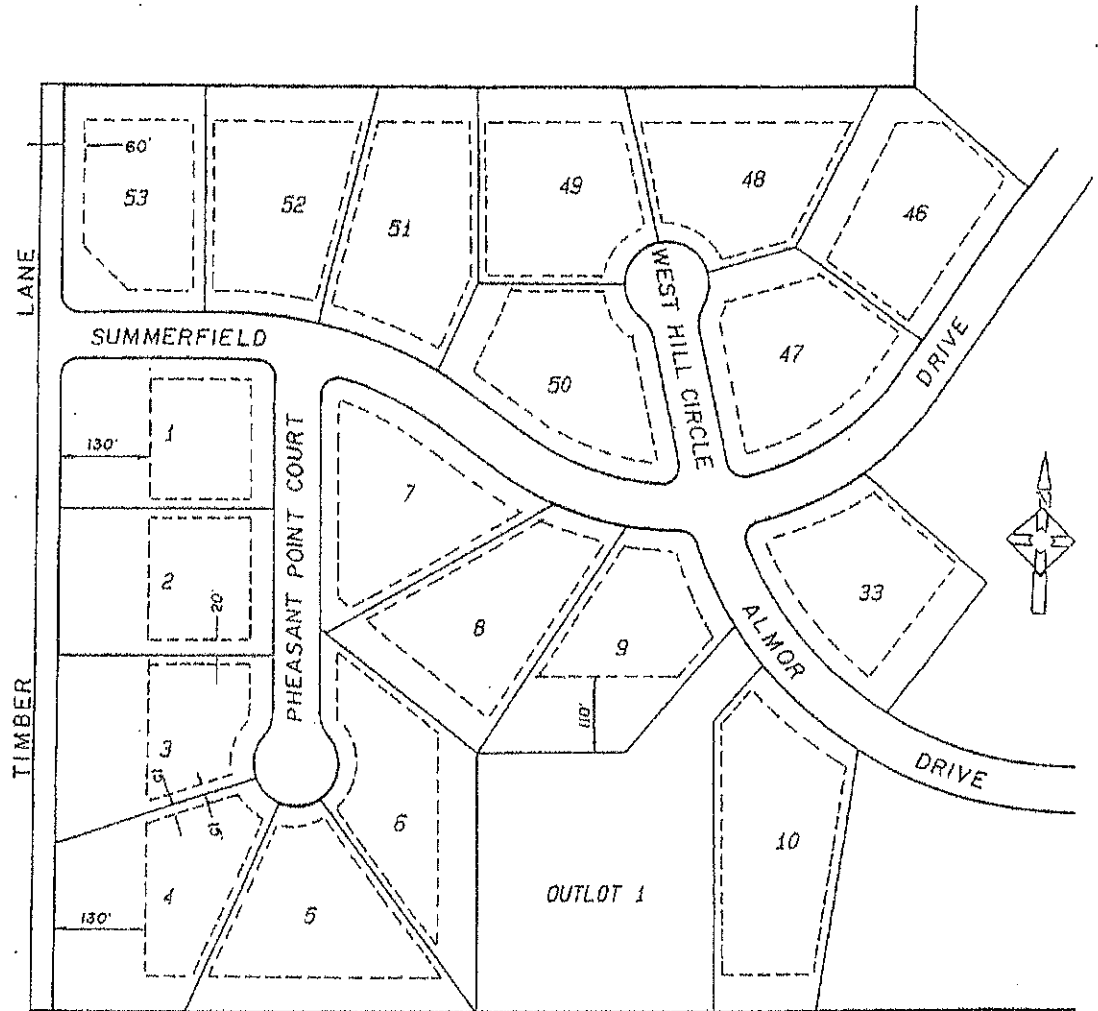
My Commission Expires: 6/22/97

This Instrument Drafted By:
Arthur W. Jorgensen, Jr.

RETURN TO: Jorgensen Law Office, S.C.
P. O. Box 56190
Madison, WI 53705

PHEASANT POINT I

TOWN OF MIDDLETON, DANE COUNTY, WISCONSIN
BUILDING ENVELOPES



TYPICAL BUILDING ENVELOPE

THE CONSTRUCTION OF ANY BUILDING OUTSIDE THE BUILDING ENVELOPE AS INDICATED ON EACH LOT IS PROHIBITED. IN ADDITION, ALL BUILDINGS SHALL CONFORM TO THE SETBACK AND SIDE YARD REQUIREMENTS OF THE DANE COUNTY ZONING ORDINANCE, AND THE COVENANTS AND RESTRICTIONS APPLICABLE TO SAID LOTS.

* SIDE YARD REQUIREMENT. EACH LOT SHALL HAVE A TOTAL SIDE YARD OF NOT LESS THAN 25 FEET AND NO SINGLE SIDE YARD SHALL BE LESS THAN 10 FEET.