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Document No.

**SPRUCE HOLLOW  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LOTS 1-118 AND OUTLOTS 1-7**

**TOWN OF MIDDLETON, DANE COUNTY, WI.**

Drafted by and return to:  
**Gail Foltman  
Veridian Homes  
6801 South Towne Drive  
Madison, WI 53713**

**PREAMBLE**

038-0708-203-8500-4;  
038-0708-203-9001-6;  
038-0708-203-8002-7;  
038-0708-203-9531-5  
(Parcel Identification Numbers)

Declaration made this 26<sup>th</sup> day of January, 2006, by Spruce Hollow Land, LLC, a Wisconsin limited liability company and Great Neighborhoods West, LLC, a Wisconsin limited liability company (together, the "Declarant").

**WHEREAS**, Declarant is the owner of real property legally described as the Plat of Spruce Hollow (the "Plat") located in the Town of Middleton, Dane County, Wisconsin, more particularly described and depicted in Exhibit A attached hereto and incorporated herein by reference, and desires to build thereon a planned development with housing units and shared common property (the "Development"); and

**WHEREAS**, Declarant desires to provide for the maintenance and enhancement of property values and amenities in said Development, and for the preservation of the properties and improvements thereon, as well as for the preservation of said Development's distinctive style, and to prevent the erection, or maintenance of poorly designed or constructed improvements; and

**WHEREAS**, to the above end, Declarant desires to subject said real property, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has thought it desirable for the efficient maintenance and preservation of the values of said Development to create an Association to which should be delegated and assigned the powers of owning, maintaining and administering the Common Property and facilities, as set forth below, and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents. Declarant has incorporated Spruce Hollow Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "**Association**") for such purposes; and

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WHEREAS, this Declaration is the "**Lot Declaration**" as that term is defined in that certain document entitled Declaration of Conditions, Covenants and Restrictions for Outlots 1-7, Spruce Hollow, Town of Middleton, Dane County, Wisconsin, executed and recorded contemporaneously herewith (the "**Outlot Declaration**"); and

WHEREAS, pursuant to the Stormwater Easement Agreements recorded as documents numbered 4098530, 4098531, 4098532 and 4098534 in the Dane County Register of Deeds Office (together, the "**Stormwater Easements**"), Declarant was granted certain easement rights to construct and maintain stormwater easement facilities on certain lands adjacent to the Plat as described in the Stormwater Easements ("**Offsite Stormwater Facilities**"); and

WHEREAS, pursuant to the amendments to the respective Stormwater Easements set forth in (i) the First Amendment to Stormwater Management Agreement related to the Stormwater Easement recorded as document numbered 4098534, which is dated the same date hereof and which will be recorded simultaneously herewith ("**Lot 2 Amendment**") and (ii) the First Amendment to Stormwater Management Agreement related to the Stormwater Easements recorded as documents numbered 4098530, 4098531 and 4098532, which is dated the same date hereof and which will be recorded simultaneously herewith ("**Lot 1 Amendment**") (together, the Lot 1 Amendment and Lot 2 Amendment may be referred to herein as the "**First Amendments to Stormwater Easements**"), the Town of Middleton and the Association were granted certain rights to construct and maintain the Offsite Stormwater Facilities as defined in the First Amendments to Stormwater Easements; and

WHEREAS, the Declarant hereby provides the Town certain further rights with regard to the Offsite Stormwater Facilities described in the Stormwater Easements and First Amendments to Stormwater Easements, as provided for in the Outlot Declaration; and

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit A attached hereto and incorporated herein by reference, will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

## **PART A** **ASSOCIATION MATTERS**

### **A-1) Definitions.**

A) "**Association**" shall mean and refer to Spruce Hollow Homeowners Association, Inc., and its successors and assigns.

B) "**Common Property**" or "**Outlots**" includes all those areas located in the Development which are not contained within a Lot and which are intended for common use or are

necessary or convenient to the existence, maintenance or safety of the Development. Common Property or Outlots may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Lot Declaration, and all improvements located on said property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include access ways, entrance signs, and plantings which the Town of Middleton is not obligated to maintain. Declarant may, by subsequent amendment or easement, designate parts of certain private lands within the Development as Common Property, rendering the Association responsible for maintenance thereof, without subjecting the same to the ownership provisions contained in Section A-3, below.

C) **"Declarant"** shall mean and refer to Spruce Hollow Land, LLC, and Great Neighborhoods West, LLC, Wisconsin limited liability companies, or their successors and assigns.

D) **"Lot"** shall mean and refer to all of the Lots in the Plat, except for Outlots 1-7. All Lots are subject to assessment by the Association.

E) The term **"Property"** or **"Properties"** shall mean and refer to the lands described in Exhibit A, now owned by Declarant, but which Declarant in the future intends to convey to purchasers who shall thereupon become members of the Association, except for Outlots 1-7, which Declarant shall convey Outlots 1-6 to the Association and Outlot 7 to the Town of Middleton pursuant to the Outlot Declaration.

F) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the Properties described in Exhibit A, except an Outlot. A purchaser of any of said Properties by land contract shall be referred to as **"Owner"** instead of the land contract vendor.

G) **"Occupant"** shall mean and refer to the occupant of any of the Properties who shall either be an Owner or a lessee who holds a written lease having an initial term of twelve months or more.

H) **"Subdivision"** shall refer to the lands described in Exhibit A. The term **"Subdivision"** is synonymous with the term **"Development"**.

I) **Development Documents.** This document is the Lot Declaration as that term is defined in the Outlot Declaration. Any person interested in owning any Lot in the Development should review and become familiar with the requirements of this Lot Declaration, the Outlot Declaration and the Plat, each of which sets forth certain rights, obligations and restrictions with regard to the Lots and the Development, and which may be collectively referred to as the **"Development Documents"**.

#### A-2) **Membership and Voting Rights.**

A) **Members.** Declarant will incorporate the Association. Each Owner of a Lot shall automatically become a member of the Association. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Lot consent to such Owner's membership in the Association whether or not specified on the deed to the Owner. Membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. The Association shall have authority to manage the Common Property. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Association. Tenants of Properties who are not

Owners shall not be members of the Association. To the extent that Declarant owns any Lot, Declarant shall be a member of the Association until such ownership terminates.

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**B) Voting Rights.**

1) Each member shall be entitled to one vote for each Lot owned except as set forth in A-2(B) (2) below.

2) When there is more than one Owner of a Lot, said Owners shall only be entitled to one collective vote for each Lot. There shall be no fractional votes or voting. When there is more than one Owner of any Lot, the vote attributable to such ownership must be cast unanimously by all the Owners of that Lot, or it shall not be considered for any purpose.

**C) Proxies.** Any Member may vote by proxy. All proxies shall be in writing and signed by the Owner or in cases where there is more than one Owner, by all Owners of the Lot.

**D) Articles of Incorporation and By-Laws.** The purposes and powers of the Association and the rights and obligations with respect to the members thereof, shall be governed by the Articles of Incorporation and By-Laws of the Association; provided, however, that such Articles of Incorporation and By-Laws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Lot Declaration.

**E) Operating Expenses.** Commencing on the date established for the payment of assessments under Section A-4(B)(1), Declarant shall pay to the Association an amount equal to the balance of estimated operating expenses of the Association. Prior to said date, Declarant shall be solely responsible for payment of all maintenance expenses.

**A-3) Description.**

**A) Responsibility for Assessments.** At the present time, this Lot Declaration is applicable to all Lots located in the Development. Declarant shall turn over to the Association, at the time control is turned over to the Members, any surplus received by the Association of income over expenses. The following table describes the number of assessment units (an "Assessment Unit"), which are assigned to various Lots in the Development based upon their intended use at the present time. The number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share ("Percentage Interest") of assessments for common area maintenance and other expenses, which the Association is permitted to assess to members under this Lot Declaration. The Declarant shall be responsible for payment of assessments attributable to all Lots owned by Declarant. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

Use	Number of Assessment Units
Single Family:	One (1) per Dwelling Unit.

**B) Percentage Interest for Condemnation or Insurance Proceeds.** For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not

reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner in the Common Property.

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C) **Conveyance, Lease or Encumbrance of Percentage Interest.** Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease for a period of time in excess of one (1) year (a "Lease") any Lot shall be deemed to include the Owner's Percentage Interest in the Common Property and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein. The conveyance, encumbrance or Lease of an Owner's Percentage Interest in the Common Property independent of the appurtenant Lot and the conveyance, encumbrance or Lease of an appurtenant Lot independent of the Owner's Percentage Interest in the Common Property shall be prohibited.

D) **Ownership.**

1) The Common Property shall be initially owned by the Declarant until conveyed as provided below.

2) At the time of purchase, legal title to a percentage interest in the Common Property shall be deemed conveyed with each lot to an Owner, whether or not specified on the deed to the Owner. Legal title to the percentage interest in the Common Property shall be deemed conveyed with any subsequent conveyance of a Lot whether or not specifically stated. Taxes, assessments or other charges on the Common Property may be divided according to each Owner's Percentage Interest by the taxing authority or may be an assessment by the Association against each of the Lots in an amount equal to the Percentage Interest attributable to such Lot.

3) The Common Property shall be conveyed to the Association by the Declarant. The Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Association. General property taxes, assessments and other charges shall be prorated between the Declarant and the Association based on the date of conveyance by the Declarant to the Association.

E) **Damage or Destruction of Common Property by Owner.** In the event any Common Property is damaged or destroyed by an Owner or any of his guests, lessees, tenants, licensees, agents or member(s) of his family, including pets, said Owner does hereby irrevocably authorize the Association to repair said damage. The Association shall repair and restore any damaged area to its former condition. The amount necessary for said repair shall become a special assessment upon the Property of said Owner.

A-4) **Maintenance of Common Property**

A) **Maintenance Requirements.**

1) **Responsible Party.** Declarant shall initially provide for the care, operation, management, maintenance and repair of the Common Property, until the Common Property is conveyed as provided herein. After such time, the Association shall provide for the care, operation, management, maintenance and repair of the Common Property and shall keep the Common Property maintained in good and safe condition.

2) **General Responsibilities.** Maintenance shall include, but not be limited to, responsibility for landscaping and lawn care, snow shoveling. Improvements to common areas, upkeep

of stormwater management facilities includes detention basins and drainage swales, common property lighting and/or other common property utility charges.

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3) In order to carry out its maintenance obligations, the Association may enter into a long-term contract with a reputable property management company (the "**Management Company**"), pursuant to which contract the Management Company shall assume the maintenance obligations of the Association as provided herein.

4) Any and all expenses incurred by the Management Company, on behalf of and pursuant to its contract with the Association, in connection with the management and maintenance of the Common Property and administration of the Association shall be deemed to be common expenses ("**Common Expenses**"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; entrance signs; improvements to the Common Property; common grounds lighting; municipal utility services for Common Property enforcement of this Lot Declaration (including attorneys' fees); and maintenance and management salaries and wages.

**B) Assessments.**

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments ("**General Assessments**") against each Lot beginning July 1, 2006 for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

2) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments ("**Special Assessments**") against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association and/or the Management Company may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. Special Assessments shall be paid at such time and in such manner as the Association or the Management Company may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

3) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of Ownership. The Association or the Management Company, on behalf of and pursuant to its contract with the Association, may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Association election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association/Management Company securing unpaid charges arising by virtue of this Lot Declaration shall be subject and

subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

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C) **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Property shall not release the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment(s) as to payments which become due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or proceedings in lieu thereof shall relieve such Property from liability from any assessments thereafter becoming due or from the lien thereof.

D) **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a Property shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Lot Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Property conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Lot Declaration in excess of the amount therein set forth.

## PART B

### **Conditions, Covenants and Restrictions**

B-1) **Applicability.** The following provisions in this Part B shall apply to all Lots and Outlots, as described in Section B-2, and such other Lots or Outlots as may, in the future, be subjected to this Lot Declaration, as the same may be amended from time to time, by Declarant in the sole exercise of Declarant's discretion and is subject to Town approval.

B-2) **Land Use, Building Type and Minimum House Sizes.** Only the following designated uses for Lots and Outlots shall be permitted:

A) Lots 1-118 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size as described in subsection C) below.

B) Outlots 1-7 shall not be used for residential home construction. No building Construction of any type will be allowed in the Outlots, except as may be necessary by the Town in connection to park and trail development.

1) Outlots 1-6 shall be owned and maintained by the Association and shall be a part of the Common Property, as that term is define in the Lot Declaration, of which the Association is obligated to maintain under Section (A) of the Lot Declaration. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Lot Declaration for so long as such maintenance is required or necessary.

2) Outlots 1-6 are subject to stormwater management Easements over their

entirety to the Town and shall be part of the Common Property of which the Association is obligated to maintain under Section (A) of the Lot Declaration. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the Subdivision in accordance with the Lot Declaration, for so long as such maintenance is necessary or required.

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3) Outlots 1 and 6 are subject to a sixty foot (60') landscape Easement and shall be used as a Landscape Buffer Area to the benefit of the Association and shall be part of the Common Property of which the Association is obligated to maintain under Section (A) of the Lot Declaration. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Lot Declaration, for so long as such maintenance is necessary or required.

4) Outlot 1 is subject to a public access Easement over its entirety. The Easement shall also be used as the public access to the easement on Lots 30-32.

5) Outlots 2, 3, and 5 are subject to a thirty foot (30') public recreation trail Easement, which trails the Town anticipates using for equestrian purposes.

6) Outlot 4 is subject to a public recreation trail Easement over its entirety to the Town. The Town as owner of the public recreation trail Easement shall generally have the right to improve, repair, maintain and allow public use of the public recreation trail Easement as the Town from time to time determines. In addition, the public recreation trail that is constructed upon Outlot 4 may potentially pass through an underpass at the boundary of such outlot and cross underneath Mineral Point Road.

7) Outlot 6 is subject to a thirty foot (30') public recreation trail Easement to the Town. The Town as owner of the public recreation trail Easement shall generally have the right to improve, repair, maintain and allow public use of the public recreation trail Easement as the Town from time to time determines. In addition, the public recreation trail that will be constructed upon Outlot 6 may potentially pass through an underpass at the boundary of such outlot and cross underneath Mineral Point Road.

8) Outlot 7 shall be dedicated to the Town of Middleton for public park purposes. Maintenance shall be the responsibility of the Town of Middleton.

9) All snowmobiles, motorcycles and any other motorized vehicles (except for Trail Easements in the Outlots and Lots which could have motorized vehicles, as the Town controls the use) are prohibited from Outlots and Lots, except for trucks and machinery may temporarily enter Outlots and Lots for use in making repairs and maintenance to Outlots and Lots as authorized by the Association but this prohibition shall not apply to Outlot 7. The Town has jurisdiction of the Outlot 7; and shall have the power to issue and enforce rules on the use of the park, including rules on the uses of motorized vehicles; and shall repair and maintain the park.

10) No vehicular access to Pioneer Road from Outlot 7.

11) No vehicular access to Mineral Point Road from Outlots 4 and 6.

12) Septic systems are not allowed in the Outlots.



13) Except as otherwise provided herein, no building other than signs or other structures incidental to the use of any Outlot shall be constructed without prior approval by the Committee and the Town in any Outlot. Uses for Outlots cannot be changed without the written consent of the Town.

**Maintenance and Repair.** The Association, at its expense, shall maintain and repair Outlots 1-6, except as otherwise stated in the Outlot Declaration.

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**Rules.** The Association shall have the right to issue and enforce rules imposing further restriction on the uses of Outlots 2-6, except as otherwise stated in the Outlot Declaration, provided, however, that such additional rules shall not lessen any of the restrictions set forth in this Lot Declaration. The Town will set and enforce rules as they pertain to trails in Easements located in Outlots and Lots.

C) **Minimum house sizes.** All Lots within the Plat (other than Outlots) shall be used only for single family residential purposes, except that Declarant may continue to use lands owned by Declarant 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 Lot Declaration.

(1) No single story building shall have less than 1900 square feet on the main level, excluding garage and porches. The main level is defined as the level totally above the exterior finished grade.

(2) No two-story building shall have less than 2600 square of finished area excluding the basement, garage and porches.

(3) No split level shall have less than 2000 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.

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

The above minimum requirements may be waived by the Declarant or the Committee, whichever is 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 Plat.

Uses, other than the uses set forth in this section B-2, shall not be permitted on the Lots, as applicable, without the prior written approval of the Declarant and Committee (defined in Section B-3 below), as appropriate. After Declarant control of the Association has terminated, approval from the Association and the Committee shall be required.

Except as otherwise provided herein, no building other than signs or other structures incidental to the use of any Outlot, which have been approved in advance by the Committee, may be constructed on any Outlot. All signs or other structures incidental to the use of the Outlots should not be installed without the written consent of the Town of Middleton.

All rights-of-way noted on the Plat shall be dedicated as permanent public streets and rights-of-way and shall be improved in accordance with agreements entered into between the Declarant and the Town of Middleton.

**B-3) Architectural Control.** No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a majority of the Architectural Control Committee (the "**Committee**") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. There shall be a variation in building elevations on adjacent Lots. Approval shall be as provided below.

**B-4) Dwellings, Landscaping and Driveways.** The landscaping to be installed on all Lots must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points as set forth hereafter as described in Exhibit B, attached hereto and incorporated herein by reference and further described in the Design Guidelines. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit C, attached hereto and incorporated herein by reference and further referenced in the Design Guidelines. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the structure. No outbuilding or accessory building of any nature shall be erected on any Lot with the exception of detached garages approved by the Committee in advance of construction. No above-ground swimming pools shall be permitted. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every 14 days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with the terms of Section A-4 (B)(2) above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

**Driveways.** Under current Town policy, Declarant must install the binder course of asphalt for public streets and then wait a minimum of two (2) full calendar years before installing the surface course of asphalt. Under current Town policy a minimum of three (3') feet of private driveway extending from the edge of the street pavement toward the Lot must be asphalt. Unless and until this policy of the Town changes, the described first three (3') feet of each driveway shall be asphalt. The balance of each driveway shall be concrete. Each Owner who constructs a driveway before the surface is placed on the public street adjoining the Owner's Lot shall construct the driveway to match the future finished street elevation. Any Owner, who does not comply with these requirements, may be required by the Town of Middleton to remove and correct the Owner's driveway at the Owner's expense.

Before the surface course is placed on a public street, the Town's snowplows may damage driveways that have been placed above the elevation of the binder course of asphalt. The Town will not be liable for the repair of any such damage. Any such damage shall be repaired at the sole

expense of the owner. Furthermore, an Owner shall be liable for any damage done to Town snow removal equipment if the Owner's driveway is constructed incorrectly.

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Each Owner shall comply with any driveway ordinance of the Town from time to time in effect, and shall obtain from the Town any driveway permit required by such an ordinance before any driveway is constructed or culvert placed.

**B-5) Vehicle and/or Equipment Storage.** No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration "**Equipment**"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage.

**B-6) Construction On Adjoining Lots.** Nothing contained herein shall be construed to prohibit the construction of a residential dwelling or private garage partially on one Lot and partially on an adjoining Lot without regard to side yards between adjoining Lots, provided that all such Lots are owned by the same person or persons.

**B-7) Easements.**

A) No structure, planting, or other materials shall be placed or permitted to remain within any easement of record (an "**Easement**") if any, which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water or the direction of such flow through the Easement or through such other drainage channels or swales that may have been created by the Plat or otherwise. The Easements located on 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 Intra-block drainage Easement shall be graded with the construction of each principal structure in accordance with the approved Stormwater Drainage Plan on file with the Town Engineer and the Zoning Administration, as amended in accordance with the General Ordinances.

1) Lots 15-17, 25, 26, 33-40, 42-46, 48, 49, 59, 60, 70-74, 86, 87, 93, 94, 101-103, 112, 113, 116-118 and Outlots 2-6 are subject to a Public Recreation Trail Easement to the Town of Middleton as shown on the Plat. The Town of Middleton, as owner of the Public Recreation Trail, shall generally have the right to improve, repair, maintain and allow public use of the Public Recreation Trail Easement as the Town from time to time determines.

2) Lots 67, 68, 91-101, 105 and 106 are subject to a twenty foot (20') public stormwater Easement for stormwater drainage.

3) Lot 76 is subject to thirty foot (30') public stormwater drainage Easement.

4) Lots 2, 3, 5, 42-46 and 101 are subject to a thirty foot (30') public recreation trail Easement.

- 5) Lots 102 and 103 are subject to a thirty foot (30') public recreation trail Easement and public access Easement to Outlot 6.
- 6) Lot 70 shall be subject to a thirty foot (30') public recreation trail Easement and public access Easement to Outlot 4.
- 7) Lots 15-17, 25, 26, 112, 113 and 116-118 are subject to a fifteen foot (15') public recreation trail Easement.
- 8) Lots 33-40, 71-74, 86, 87, 93 and 94 are subject to a fifty foot (50') public stormwater drainage Easement and public recreation trail Easement.
- 9) Lots 71-74 are subject to a fifty foot (50') public access Easement to Outlot 4.
- 10) Lots 106 and 107 are subject to a fifty foot (50') public stormwater drainage Easement.
- 11) Lots 48 and 49 are subject to a fifty five foot (55') public stormwater drainage Easement and public recreation trail Easement.
- 12) Lots 1, 3, 33, 107 and Outlots 1 and 6 are subject to a sixty foot (60') landscape Easement as that term is defined below.
- 13) Lots 75 and 76 are subject to a temporary turnaround Easement to be released in writing and approved by the Town at the time English Daisy Court is extended.
- 14) Lots 30-32, 56, 57 and 103-105 are subject to a public stormwater drainage Easement of varying sizes as shown on the Plat.
- 15) Lots 1, 3, 33, 107 and Outlot 1 and Outlot 6 within the Development are required to establish and maintain a Landscape Easement (the landscape "Buffer" area). The purpose of the Buffer is to provide a screen of earth berms and vegetation to soften the edge between the Lots and public roads and to use plant materials that are aesthetically and ecologically appropriate for the urban-natural edge and to avoid plants which may invade and cause management problems in the public right of way areas.

Declarant, at its sole cost and expense, shall submit a landscape plan to the Town for approval, and plant trees and shrubs in the Buffer. No further plants may be installed in the Buffer.

The Association, at its sole cost and expense, shall maintain trees and shrubs in healthy condition within the Buffer within the area and shall keep the turf mowed on a regular basis. The Buffer as shown on the Plat, and shall be part of the Common Property of which the Association is obligated to maintain under Section (A) of the Lot Declaration. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Lot Declaration, for so long as such maintenance is necessary or required

Ground cover shall consist of natural material including grass turf or wood mulch.

Retaining walls shall be constructed with natural stone material. Modular block retaining walls shall be prohibited in the Buffer

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Fencing, building structures, playground equipment and other structural items are prohibited within the Buffer.

The plantings required in the Buffer are in addition to the landscaping requirements set forth in the Lot Declaration.

**16)** Lots 59 and 60 are subject to a ten foot (10') public recreation trail Easement as shown on the Plat.

**B)** No structure of any kind shall be permitted within a vision triangle which exceeds a height of 2 ½ feet above the surface created by connecting the three (3) corners of the vision triangle except for necessary highway and traffic signs, approved public utility lines and open fences through which there is a clear vision, nor shall any plant material except grasses and similar turf be permitted which obstructs safe vision of the approaches to the intersection.

**C)** Public Stormwater Management Easements. The Stormwater Management Plan includes several stormwater basins, drainage swales\drainageways.

Use of the Public Stormwater Management easements of this Subdivision shall be restricted as follows:

**1)** All Public Stormwater Management Easements noted on the Plat shall be conveyed to the public for stormwater management purposes upon recording of the Plat. Public Stormwater Management Easements shall be maintained as set forth in paragraph 2 below, and may not be used for any purposes (including, without limitation, agricultural purposes) except as provided herein. The use of the Public Stormwater Management Easements may not be materially changed except with the consent of the Town of Middleton.

**2)** Maintenance and Town Remedies for Default. The Association shall provide for and pay the costs of the care, operation, management, maintenance and repair of the Public Stormwater Management Easements as detailed in that certain Declaration of Conditions and Restrictions for maintenance of stormwater management measures pertaining to the Outlots and Easements and recorded with the Dane County Register of Deeds, a copy of which is attached as Exhibit G (the Stormwater Measures) and as detailed in this document. In the event the Association fails to maintain the Public Stormwater Management Easements, or portions thereof, in the manner provided in this Declaration, the Stormwater Measures or Town of Middleton or Dane County ordinance, the Town of Middleton may, after thirty (30) days' written notice and the opportunity to maintain has been give to the Association, may take over maintenance of such Public stormwater Management easements and assess the cost of maintenance against the Association. Such maintenance charges shall be a lien upon the Association.

In such event, such assessments shall be included in the tax bill for each Lot in the Association. The Town of Middleton shall not be limited in its authority to assess any sums for maintenance and repairs if the Association fails to manage, maintain and preserve the Public Stormwater Management Easements, or any portions thereof, in the manner described in this Declaration, the Stormwater Measurements, or Town or Middleton or Dane County ordinance. ALL OWNERS OF THE

AFFECTED LOTS HEREBY WAIVE NOTICE AND PROTECT OF ANY TAX ASSESSMENTS OR SPECIAL CHARGES LEVIED BY THE TOWN OF MIDDLETON AGAINST SUCH LOTS PURSUANT TO THIS DECLARATION.

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**B-8) Slope and Swale Areas.**

A) The graded slopes and swales as established by Declarant shall remain as permanent. Within these slopes and swales, no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slopes and swales of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, at the Owner's sole expense, except for those improvements for which a public authority or utility company is responsible.

B) In order to control run off, all down spouts and down spout extenders are to drain into a permeable area such as grass or a planting bed.

C) Declarant and the Town of Middleton have agreed to a certain Storm Water Management Plan. In the event of conflict between any plans and such Storm Water Management Plan, the Storm Water Management Plan shall control. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition and the Lot Owner shall be responsible for the cost thereof.

D) Any disputes relating to drainage swales, drainage or other surface water issues, shall be resolved by the Board of Directors of the Association, which may seek the advice of the Town Engineer of the Town of Middleton. The Town may wish to have the Town Engineer review drainage issues if they are in the public easements. However, it is unlikely that the Town will intercede in drainage disputes between Lot Owners. The Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by said Board.

**B-9) Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Lots and/or improvements.

**B-10) Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

**B-11) Signs.** No sign of any kind shall be displayed to the public view on any Lot except, one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant. No signs will be located in the Outlots, except those that the Town may place in conjunction with trail development and use.

**B-12) Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device

shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

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**B-13) Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot.

**B-14) Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**B-15) Notices to Owners.** The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

A) Certain Lots within the Development more particularly Lot 1-5, 106 and 107 may be re-zoned for commercial use at some future date, including but not limited to office and retail uses (the "Commercial Lots"), which Commercial Lots will be at that time excluded from this Lot Declaration and will be subject to a separate declaration applicable only to such Commercial Lots. Commercial rezoning will require approval of the Town of Middleton and Dane County.

B) At closing, the deed for each Lot will include an Exhibit "A" deed attachment evidencing Owners waiver of objection to land uses as described within the Lot Declaration. By acceptance of a deed to a Lot, Owners accept such uses and waive any objections to the same

C) Plantings, flower beds, and entry signs (including utility installations connected therewith) constructed and installed by Declarant, if any, shall be deemed a part of the Common Area. The Association is obligated to maintain any entry feature; maintenance shall include electrical charges (if any), sign repair and maintenance of the landscaping including mowing of all lawns and grass areas. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Lot Declaration, for so long as such maintenance is necessary or required adversely affects the natural flow of surface or underground waters within the area permitted.

D) There shall be no vehicular access to Pioneer Road from Outlot 1 and Lot 33.

E) There shall be no vehicular access to Mineral Point Road from Outlots 4 and 6 and Lots 1, 3 and 107.

F) County Trunk Highway S is a controlled access highway pursuant to chapter 79, Dane County Code or Ordinances.

G) The Owner of any Lot in the Plat agrees to waive his/her/their objection to cul-de-sac right-of-way vacation when streets are extended into another property in the future.

H) Lot 6 may be purchased by West Middleton Church and used as an overflow parking lot. A church will not be constructed within the neighborhood. Declarant is not responsible for construction of the parking lot and shall have no liability if a parking lot is not built. If used as an overflow parking lot, there will be vehicular access provided from Lot 6 to Silverbell Road that will allow for ingress and egress.

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I) Conventional Septic Systems / Mound Septic Systems: Certain Lots within the Plat will have either conventional septic system or mound septic system. Lots 1-37, 67-73, 81, 82, 90, 91 and 99-118 will have conventional septic system and Lots 38-66, 74-80, 83-89, 92-98 will have mound septic systems.

J) Shared Wells and Joint Well Agreements. Certain Lots within the Plat, more particularly Lots 22 and 23, 33 and 34, 38 and 39, 40 and 41, 42 and 43, 46 and 47, 83 and 84, 85 and 86 may be subject to shared well or joint well agreements.

K) Sale of Lots. Buyer acknowledges that a significant number of Lots will be sold to a 3<sup>rd</sup> party builders more particularly Lots 20, 21, 32, 36, 37, 44, 45, 48-51, 81, 82, 87-90. As such, a number of homes built in the Development will not be built by Veridian Homes.

### PART C ARCHITECTURAL CONTROL COMMITTEE

C-1) Membership. Declarant shall establish an Architectural Control Committee ("Committee") consisting of three (3) members. So long as Declarant has title to any Lot subject to this Lot Declaration, the Committee shall be appointed by Declarant. After Declarant no longer has title to any Lot within the Development or at such earlier time as determined by the Declarant, the initial members of the Committee shall resign and the Association shall elect three (3) Owners to serve on the Committee. At any time, Declarant may elect to surrender the selection of the members of the Committee to the Association.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee appointed hereunder shall serve for the time period specified in paragraph C-10, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

C-2) Architectural Control. No structure, whether residence, accessory building, tennis court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, landscaping or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application ("Application") depicted in Exhibit D attached hereto and incorporated herein by reference, plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show



the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee.

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**C-3) Plan Review.** The Committee shall review said Application, plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. The Development will be the subject of a comprehensive, written set of Design Guidelines as set forth herein at Part D. The Committee shall use the guidelines set forth in this Lot Declaration as an aid in exercising its architectural control responsibilities hereunder, but nothing contained herein or therein shall limit the Committee's discretion to grant variances from or make changes to, the guidelines, as they shall determine in the sole exercise of their discretion.

**C-4) Procedure.**

**A)** Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed \$50.00 for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after application, plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied. **Note:** A copy of evidence of approval by the Committee is to be given to the Town Building Inspector for their use.

**B)** A submission will not be complete, and the thirty (30)-day approval time, as applicable, set forth above shall not commence until all documents required herein have been submitted. All such submissions shall be made to the Committee at the address in this Lot Declaration or to such other address that the Committee may designate.

**C)** The Committee shall have the sole right to reject any application and plans which, in the judgment and sole opinion of a majority of its members are not in conformity with this Lot Declaration; or are not desirable for aesthetic reasons; or are not in harmony with buildings located on the surrounding Lots; or are not in conformity with the general purposes of this Lot Declaration.

**D)** The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

**E)** The Committee may set its own operating procedures consistent with this Lot Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as Common Property expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

**C-5) Separate Town and County Approval.** Matters which require approval of the Committee may also require approval of the Town of Middleton and Dane County. Obtaining approval from the Committee, the Town of Middleton and Dane County is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the Town of Middleton or Dane County and approval by the Town of Middleton or Dane County shall not be deemed approval by the Committee.

**C-6) Records.** Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address:

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Spruce Hollow Homeowners Association, Inc.  
Architectural Control Committee  
6801 South Towne Drive  
Madison, Wisconsin 53713

**C-7) Committee Liability.** Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any Owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. The Committee is not responsible for ensuring that the application and plans submitted by an Owner are in compliance with applicable laws, rules, regulations, ordinances or customary and typical building practices.

**C-8) Indemnification.** Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Property expense. Nothing in this Section C-8 shall be deemed an indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

**C-9) Variance.** The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Lot Declaration if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other houses in the development. However, Sections A-4, B-1, B-2, B-4, B-7, B-8, B-11, B-12, B-13, B-15, C-9, E-1 and E-8 of this instrument cannot be altered without the expressed written consent of the Town of Middleton.

**C-10) Successor to Committee.** Declarant may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Declarant no longer has any ownership interest in the Property. At such time as Declarant turns over Committee control, the

Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

**PART D  
DESIGN GUIDELINES**

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**D-1) Architectural Control and Protective Covenants and Restrictions**

A) **Architectural Control.** For all buildings or other structures to be erected or placed on any lot subject to this Lot Declaration, the plans, specifications, site, grading, landscaping and septic system plans for all such buildings or other structures must be submitted to the Declarant 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 location of septic tanks, mounds, drainfields, wells or related improvements prior to commencement of any construction on any lot. Aesthetic considerations will be of primary importance and will take precedence over objective criteria. Administration and enforcement of the architectural control provisions of these covenants is not the responsibility of the Town of Middleton.

B) **Siting of House** All houses shall be situated on the site to minimize disturbance of the existing topography. All houses shall face the public street unless otherwise approved by the Developer or the Architectural Control Committee, whichever is applicable.

C) **Architectural Character.** Architecture within the Development will be developed with a variety of American vernacular architectural styles in mind. These architectural styles, while not a comprehensive list, will offer a unique mixture of styles for the development, and will be applied with proportions and character in mind. The overall character of the development will be created so that the architectural styles are compatible and the overall cohesion of styles will help foster a unique setting without stifling the architectural creativity on the individual building level, creating a varied but integrated community. The following styles are permitted:

Cottage	Craftsman	Four Square	Farmhouse
Prairie	Shingle	Traditional	Victorian

The requirements as itemized in the following section will be used as applicable to the context of the specific architectural style. Declarant reserves the right to grant variances in its sole discretion. Where Town zoning is more restrictive, such requirements will govern.

D) **Front Porch.** Usable front porches are encouraged as both visual and functional design elements. Configuration shall be consistent with architectural style.

1) A usable open front porch is defined as having a minimum depth of 6'-0", and a minimum width of 8'-0".

2) Porch post style should be consistent with the overall architectural style of the home. Minimum standard porch design details include the following; porch posts or alternate per plan, porch balustrades, when provided, of nominal 2" x 2" square wood at a maximum of four and one half inches (4 ½ ") on center; and newel posts that are of the same design as the base of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

**E) Garage.**

- 1) There shall be a minimum of a two (2) car side entrance garage.
- 2) The maximum garage width exposed on the front elevation shall be no greater than fifty percent (50%) of the overall building width.

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3) Side entry garages are required for all garages. For three (3) car garages, the third stall must have a minimum setback of the greater of two feet (2') from the two-car garage face unless three (3) single width doors are used or as required by compatible roof design. Overall garage width must comply with zoning and design guideline standards.

4) The garage door shall be a raised panel design compatible with architectural style painted to match the siding on the home. The use of windows in the door, appropriate to the architectural style, is encouraged. The maximum single garage door size is 8' x 18'.

**F) Ornamental Design Elements.**

1) Ornamental design elements, such as dormers, shutters, window wrap window grids, gable vents, pilasters, pediments, etc., shall be used in a manner consistent with the overall architectural style of the home and with emphasis on elevations exposed to public space.

2) Window grids and shutters or wrap trim are required on all elevations. Gable vents, 5" horizontal trim, and/or eyebrow roofs are required on front elevation gables greater than 10'-0" in width and are encouraged on other gables as deemed appropriate by the Architectural Control Committee.

3) Shutters shall be wood or polystyrene with colors as outlined in the Color Chart established by Declarant for the Development or of other material or color as deemed acceptable by the Architectural Control Committee. Panel or louver design shutters shall be used as appropriate to home materials & style.

4) All trim shall be cedar, hardboard or cement board.

5) Gable vents shall be Fypon or NuWood triangle or peaked series or equivalent for the front elevation, and side elevations facing a public street, or other design approval by the Architectural Control Committee. Other gable ornamentation as appropriate to architectural style may be allowed or required by the Architectural Control Committee.

**G) Roof/Facias/Soffits/Eaves.**

1. Roof Standards:

a) Roof design must be consistent with the overall architectural style of the home. Roof forms and pitches as established on individual styles may not be altered without approval by the Architectural Control Committee. Typically 6/12 main roof and 8/12 gables are minimums

b) Roof material shall be a minimum Owens Corning Oakridge 30 architectural shingle or equal as approved by the Committee. The use of

cedar shakes, tile or slate is encouraged.

c) Use of an eyebrow roof or projecting gable is required at brick walls not extending into a gable are encouraged, as appropriate, at double gable returns and porch column caps.

d) Hip roof design, porches or other elements deemed appropriate by the Architectural Control Committee may be used in lieu of specific gable requirements.

2. Fascia, Soffit and Eave Standards:

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a) Facia shall be 6" minimum aluminum or vinyl.

b) Soffit shall be wood or aluminum with color to match facia.

c) A minimum twelve-inch (12") overhang is required at typical eaves and gable ends. However, six inches (6") is allowable with projections less than 6'-0" in width, such as the fireplace chase and a small bay window, and beyond structure line at open porches. Additional overhang may be required based on architectural style.

H) Exterior Wall Surfaces.

1) Lap siding and shake siding shall be vinyl, cedar or cement board as approved by the Committee. Exposure shall be as appropriate to style.

2) Windows may be vinyl, vinyl clad, and aluminum clad or wood.

3) Variation of wall planes on primary elevations is encouraged as proportion to overall building style and massing.

4) Any elevations facing public streets or spaces shall have a minimum of three (3) windows with wrap trim or shutters and window grills as appropriate and one (1) gable vent.

5) The use of brick or stone is required as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a soldier course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

6) Stucco or synthetic stucco may be used as appropriate to architectural style.

I) **Colors.** The Declarant or the Architectural Control committee, whichever is then applicable shall approve the trim, siding and roofing colors to assure the most aesthetic combination for a particular house as well as for the Spruce Hollow Plat. Any subsequent changes in such colors shall be approved by the Declarant or Committee, whichever is then applicable.

**J) Chimneys, fascia and soffits.** All chimneys and exterior flues shall be enclosed using brick, stone, stucco or lap siding material. No cantilevered chimney will be allowed, all must be on foundations.

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**K) Mailbox.** To provide continuity throughout the plat, Lot owners will purchase pre-specified mailbox and post from Marshall Town Millwork to be installed by the Lot Owner, at the Lot Owners expense, on the Lot Owner's Lot in accordance with U. S. Postal Service regulations and Town ordinances. The Lot Owner shall maintain the mailbox, newspaper tube and post.

**D-2) Other Improvements.**

**A) Fences** All fencing must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the Town of Middleton may be required to construct fencing. Committee approval does not supercede the need for any municipal approvals or permits.

**1)** Fencing shall consist of wood and shall be stained or painted. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2". Maximum height is 4'.

**a)** All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.

**b)** Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.

**c)** Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot.

**d)** Fencing colors shall match the lighter of the home's trim or siding color.

**2)** Appropriate uses of fencing:

**a)** Fencing shall be limited to rear and side yards only.

**b)** Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.

**c)** Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.

**d)** Fencing at side yards of corner lots may not project past the sideyard setback for that side facing the street. Refer to your survey map to establish side yard setbacks for the side of the lot facing the street.

**3)** Inappropriate use of fencing:

**a)** Fencing in front yards shall not be permitted.

b) Fencing shall not occur in freestanding segments or be placed arbitrarily.

c) Fencing shall not meet porch or deck corners.

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d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

**B) Decks.** All decks must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the Town of Middleton may be required to construct a deck. Committee approval does not supercede the need for any municipal approvals or permits. All decks shall be constructed of Cedar wood or a maintenance free composite material.

1) Appropriate deck design shall incorporate the following criteria:

a) Deck(s) shall be proportionate in size to the footprint of the dwelling

b) Deck(s) shall be proportionate in length and width

c) Deck(s) shall not project past the rear or side yard setbacks

d) Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.

e) Deck(s) must be stained or painted

2) Inappropriate deck design:

a) Deck(s) in front yards shall not be permitted.

b) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.

c) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

**C) Kennels/Runs.** All dog kennels or dog runs must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes.

A zoning approval or building permit from the Town of Middleton may be required to construct kennels/runs and fencing. Committee approval does not supercede the need for any municipal approvals or permits.

1) Fencing surrounding kennel or run shall consist of wood and shall be stained or painted. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2".

a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.

- b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
  - c) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.
  - d) Fencing colors shall match the lighter of the home's trim or siding color.
- 2) Appropriate placement of kennels or runs:
- a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
  - b) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.
  - c) Only one kennel or run is permitted per Lot.
  - d) Kennels must be oriented with the long side parallel to home.
- 3) Inappropriate placement of kennels or runs:
- a) Kennel or run in front or side yards shall not be permitted.
  - b) Kennel or run shall not occur in freestanding segments or be placed arbitrarily on the lot.
  - c) Kennel or run shall not meet porch or deck corners.
  - d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

D) **Outbuildings.** No outbuilding, shed or accessory building of any nature shall be erected on any Lot, with the exception of a detached garage that is the only garage on the lot and is approved by the Committee prior to construction. Secondary units (granny flats) above detached garages may be allowed with prior written approval from the ACC.

E) **Antennae/Wind Powered Electric Generators.** No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot without prior written approval of the Committee.

- 1) Appropriate antennae or satellite dish placement:
- a) Only one antennae or satellite dish shall be allowed per lot.



b) Antennae or satellite dish shall be placed in rear yards or on the rear roofline of home and shall not be visible from curb directly in front of the home.

c) Antennae or satellite dish shall not project past the upper most roof ridgeline.

2) Inappropriate antennae or satellite dish placement:

a) Antennae or satellite dish in front or side yards shall not be permitted.

b) Antennae or satellite dish shall not interfere with utility equipment.

F) **Firewood Storage.** No firewood or woodpile shall be kept on any lot unless it is neatly stacked, placed in the rear yard and screened from street view by plantings or a fence first approved in writing by the Committee.

G) **Solar Collectors.** No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the Committee, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

J) **Lighting.** Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots. Exterior post lights and posts shall be selected from pre-specified designs.

K) **Landscaping Requirements.** Pursuant to Section B-4 of the Lot Declaration of Conditions, Covenants and Restrictions, Developer hereby imposes upon all Lots described in Exhibit A, attached hereto and incorporated herein by reference, the requirement that the Owners thereof install landscaping on such Lots which meets or exceeds the minimum number of points for landscaping set forth in Exhibit B. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit C, attached hereto and incorporated herein by reference. All terms, covenants and conditions of Section B-4 of the Lot Declaration of Conditions, Covenants and Restrictions, as amended herein, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph.

## PART E GENERAL PROVISIONS

E-1) **Term.** This Lot Declaration shall run with the Property and Common Property, and shall be binding on Declarant and all Members and their successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date recorded, after which time said Lot Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Members, and approval has been obtained from the Town agreeing to change said Covenants in whole or in part or to terminate the same.

E-2) **Enforcement.** The Declarant (or either one of them if more than one), Architectural Control Committee or any Owner shall have the right to enforce by any proceedings at law or in equity

all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Lot Declaration the Committee shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees.

**E-3) Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**E-4) Model Homes.** So long as Declarant shall own any Lot in the Development, Declarant shall be permitted to maintain model homes in the Development, including therein a sales office for the purpose of sales and marketing of its homes.

**E-5) Parade of Homes.** So long as Declarant shall own any Lots located within the Development, Declarant reserves the right to submit some or all of said Lots as a site for the Parade of Home of the Madison Area Builders Association (the "Parade"). In the event that some or all of said Lots are selected as a site for a Parade, this Lot Declaration of Protective Covenants, Conditions and Restrictions shall, as to the Lots enrolled in the Parade, for a limited period of time ending 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade in this Development pursuant to the then current Parade Rules and Checklist of the Madison Area Builders Association. All purchasers of Lots, and/or their successors and assigns, shall take title subject to this specific reservation by the Declarant and shall waive all rights to object to violations of this Lot Declaration of Protective Covenants, Conditions and Restrictions by the Declarant, the Madison Area Builders Association, or any of the builders or participants in the Parade for the period of the Parade as set forth above, including the closing of any public or private streets in the Parade area. All Lot owners appoint the Declarant their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

**E-6) Governing Law.** This Lot Declaration shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. The terms of this Lot Declaration are not intended to replace or affect any applicable laws, ordinances, rules or regulations of the Town of Middleton.

**E-7) Notices.**

A) Notices to Declarant shall be given to Declarant at the following address: 6801 South Towne Drive, Madison, WI 53713.

B) Notices to an Owner of any Lot within the Development shall be given in care of the street address of the Lot.

C) Any party may change its address by written notice given to the other parties. Either party, its successors and/or assigns, may change said addresses by notice properly given hereunder.

**E-8) Amendment.** At any time until Declarant conveys all of the Lots which comprise the entire Property, or turns control of the Association over to its Members, whichever occurs first,

Declarant may modify, amend, alter and grant variances to this Lot Declaration without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors. Sections A-4, B-1, B-2, B-4, B-7, B-8, B-11, B-12, B-13, B-15, C-9, E-1 and E-8 of this instrument cannot be altered without the expressed written consent of the Town of Middleton.

**E-9) No Waiver.** Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. Failure to enforce any provision of this Lot Declaration shall not operate as a waiver of any such provision or any other provision of this Lot Declaration.

**E-10) Number and Gender.** Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

**E-11) Including.** Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

**E-12) Captions.** The captions and article and section headings in this Lot Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

**E-13) Remedies.** All remedies herein are cumulative.









**EXHIBIT A**

**LEGAL DESCRIPTION OF LOTS AND OUTLOTS**

**SPRUCE HOLLOW**

Lots 1 – 118 and Outlots 1 – 7 of the Spruce Hollow Plat, Town of Middleton, Dane County, Wisconsin.

**A copy of the Plat is attached hereto.**

**001640**



**EXHIBIT B**

**Total Minimum Points for Landscaping**

**001641**

<b>Lot(s)</b>	<b>Minimum Points for Foundation Plantings</b>	<b>Total Minimum Points for Landscaping</b>
1-118	750	2000

**NOTE:**

**A minimum of three (3) large evergreen spruce trees must be included in the landscaping plan for each Lot. All three (3) evergreen spruce trees must be planted in the front yard area.**

**EXHIBIT C**  
**Landscaping Elements**

**001642**

<b>Elements</b>	<b>Point Schedule</b>
A) <i>Small Shade Trees (balled and burlaped)</i> ..... (1.5"-2" caliper at 6" from the roots)	50
B) <i>Medium Shade Trees (balled and burlaped)</i> ..... (2"-3" caliper at 6" from the roots)	100
C) <i>Large Shade Trees (balled and burlaped)</i> ..... (3"-4" caliper at 6" from the roots)	150
D) <i>Extra-Large Shade Trees (balled and burlaped)</i> ..... (4" + caliper at 6" from the roots)	200
E) <i>Ornamental Trees (balled and burlaped)</i> ..... (1.5"-2" caliper at 6" from the roots)	50
F) <i>Small Evergreen Trees</i> ..... (3' to 4.5' when planted)	25
G) <i>Medium Evergree Trees</i> ..... (5' to 6.5' when planted)	50
H) <i>Large Evergreen Trees</i> ..... (7' + when planted)	100
I) <i>Evergreen Shrubs</i> ..... (18" minimum diameter)	20
J) <i>Small Deciduous Shrubs</i> ..... (18" to 35" in diameter)	10
K) <i>Medium Deciduous Shrubs</i> ..... (35" to 60" in diameter)	15
L) <i>Large Deciduous Shrubs (balled and burlaped)</i> ..... (60" or greater in diameter)	25
M) <i>Decorative Retaining Walls</i> ..... (Points are per face foot. Boulders, timbers, and stones only – no concrete walls included.)	10
N) <i>Paver Stone Walks, Paths or Patios</i> ..... (Points per square foot – no driveways included.)	1
O) <i>Planting Beds</i> ..... (Points per square foot – must be decorative stone or mulch.)	1

The final point totals must consist of a balanced variety of the listed elements acceptable to the Architectural Control Committee. Existing vegetation, trees and shrubs may be included in the point totals if they are properly protected and maintained during the construction process and located as such on the landscape plans submitted to the Architectural Control Committee for approval.

**EXHIBIT D**

**ARCHITECTURAL REVIEW APPLICATION**

1. Owner(s): \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Home telephone number: \_\_\_\_\_

4. Email address: \_\_\_\_\_

5. General description of alterations being submitted:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Estimated starting date: \_\_\_\_\_

7. Estimated completion date: \_\_\_\_\_

8. Owner(s) hereby acknowledge they are familiar with the Declaration of Protective Covenants, Conditions and Restrictions (the "Restrictions") , as well as, Amendments to the Declaration of Protective Covenants, Conditions and Restrictions ("Amendments"), if any, of the neighborhood.

9. Owner(s) hereby acknowledge and agree to honor all deadlines, if any, for completion of improvements referenced herein as established by the Architectural Control Committee (the "Committee").

10. Owner(s) agree to store construction materials on the above referenced property only, and will bear the cost of repairing any damages caused to any such other areas for non compliance.

11. Owner(s) agree to remove all unused materials from public view within seven (7) days following the completion of any work.

12. Owners hereby acknowledge in the event the Committee fails to approve or disapprove within thirty (30) days after the application and related documents requiring approval have been submitted, the application will be deemed denied. Submission will not be complete, and the thirty (30) day approval time, shall not commence until after all documents required herein have been submitted.

Initials \_\_\_\_\_

### Required Exhibits and Supporting Documentation

The documents listed below must accompany all application for Committee approval. Failure to submit the proper documents to the Committee will be considered incomplete and will be returned as unapproved.

1. Paint or stain colors: A sample of the color(s) intended to be used, along with existing paint colors on the home that will remain unchanged must be provided. Note: A photo of existing paint colors is an acceptable alternate to samples of existing colors.
2. Finish materials: A written description and/or sample of all finish material to be used for exterior modification must be provided.
3. Site plan or plot plan: A site plan or plot plan, drawn to scale, showing the location and dimension of the proposed alternations, including orientation with respect to the property lines, must be provided for applications, including but not limited to decks, patios, walls, storage sheds, fences, gazebos and any structural additions to the home.
4. Architectural drawing and/or landscape plans: Complete detailed architectural drawings or plans must be provided for, including but not limited to decks, storage sheds, fences, gazebos and structural addition to the home, as well as, surrounding landscaping or topography changes of the lot
5. Contractors' estimate/proposal/plans: Bids receive may include the majority of the above described requirements. You may attach these documents to the application to be submitted. The cost listed may be deleted as the Committee is not interested in the cost of the improvement.
6. Additional exhibits: Additional exhibits may be required in order to permit adequate evaluation of the proposed changes. Feel free to contact the Committee for guidance prior to submission of application if in doubt.

### NOTICE GIVEN TO OWNERS

1. Nothing contained herein shall be construed to represent those alterations to lots or buildings in accordance with these plans shall not violate any of the provision of the Building and Zoning Codes established by the municipality, to which the property is subject to. Further, nothing contained herein shall be construed as a waiver or modification of said Restrictions.
2. Nothing contained herein shall be construed to represent those improvements, as approved by the Committee, are buildable.
3. Where required, appropriate building permits shall be obtained for the municipality prior to construction. Nothing contained herein shall be construed as a waiver of said requirement.

Initials \_\_\_\_\_

- 4. Owner(s) is made aware and agrees that no work on this request will begin until written approval from the Committee.
- 5. Owner(s) agrees and grants express permission to the Committee to enter on the Owner's property at a reasonable time to inspect the project, during and after construction.
- 6. Owner(s) is made aware that any approval is contingent upon the completion of the alteration in a workmanlike manner and in accordance with the approved plan and specification of said alterations.
- 7. Owner(s) is made aware that any alterations not approved by the Committee will result in a written notification from the Committee and Owner(s) agree to bring the property back into compliance within a specified time as determined by the Committee. Further, Owner(s) are aware and agree that any legal expenses associated therewith will be the sole responsibility of the Owner(s).

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
Date

**APPLICATION SUBMITTAL**

1. Please mail or deliver the application and supporting documents to Spruce Hollow Architectural Control Committee, % Veridian Homes, 6801 South Towne Drive, Madison, WI 53713.
2. Do not include original documents as they may not be returned. All pages submitted must be legible copies. Faxed submissions are not acceptable.
3. Owner must sign, if signature line is provided, or initial any page not signed indicating that you have read and agree to the requirements and notices given that are contained within the Exhibit F submittal form.

**APPLICATION REVIEW**

- Approved
- Not Approved
- Approved as noted (see comments)
- Additional Information needed (see comments)

**COMMENTS/REQUIREMENTS FOR APPROVAL**

- Copy of building permit required
- Copy of land survey required
- Color samples required
- Other information required:

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Comments from Committee Member:

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Committee Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT G

Stormwater Management Measures

## STORMWATER MANAGEMENT

001648

**Maintenance.** Homeowner's Association ("Owner") and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on Spruce Hollow Plat ("the Property") in good condition and in working order and such that the measures comply with approved plans on file with the Town and in accordance with the maintenance provisions listed below. Said maintenance shall be at the Owner's sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements.

**Easement to Town.** If Owner fails to maintain the stormwater management measures as required below, then the Town shall have the right, after providing Owner with written notice of the maintenance issue and thirty (30) days to comply with the Town's maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. Town will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of the Property. All costs and expenses incurred by the Town in conducting such maintenance may be charged to the owner of the Property by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats. and applicable portion of the Town of Middleton and Dane County General Ordinances.

### **Maintenance Provisions.**

*Detention Basins* -The Owner shall visually inspect the detention basins, outfalls and outlet structures semi-annually. Mowing in pond banks will be minimized in order to maximize filtration of runoff. If occasional mowing is necessary, the mowing height will be no shorter than six inches. All undesirable vegetation and tree growth shall be removed, including close proximity to any outfall and outlet structure. No structures of any kind are permitted within detention basin areas, without prior written approval of the Town. Siltation in the basins, as identified by measurement, shall be dredged and disposed offsite in accordance with NR 347. Detention basin release structures shall be inspected on a monthly basis and maintained in a condition that freely allows the release of runoff as designed.

Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited on pond banks. The Owners shall maintain records of inspections, mowings, and maintenance measures taken.

*Drainageway, Culverts, and Riprap* - The Owner shall visually inspect the greenway, culverts and riprap semi-annually. Mowing in buffer areas and drainage ways will be minimized in order to maximize filtration of runoff. If occasional mowing is necessary, the mowing height will be no shorter than six inches. Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited in buffer areas and along drainage ways. The greenway flowline and banks showing signs of soil erosion should be repaired in order to maintain proper stormwater conveyance. Facilities or parts of facilities with no vegetation shall be restored to good vegetated catch. The outlets and culverts should be kept free of debris or sediment and repaired if not in designed working condition.