



**DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS AND
EASEMENTS FOR THE PLATS OF HAPPY
VALLEY ADDITION TO BRISTOL GARDENS,
TOWN OF BRISTOL, AND HAPPY VALLEY
ADDITION TO WINDSOR GARDENS, VILLAGE
OF WINDSOR, ALL IN DANE COUNTY,
WISCONSIN**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

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Happy Valley Addition, LLC, a Wisconsin limited liability company ("Developer"), owner of the real estate in the Village of Windsor and the Town of Bristol, Dane County, Wisconsin, which has been platted as the Plats of Happy Valley Addition to Bristol Gardens, Town of Bristol, and Happy Valley Addition to Windsor Gardens, Village of Windsor, all in Dane County, Wisconsin (collectively "the Property"), hereby declare that all of the lots in the Property are subject to the following restrictions, covenants, conditions and easements, and that all of such lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions, conditions and easements set forth herein:

Return to:
Michael J. Lawton
P.O. Box 927
Madison, WI 53701-0927

See attached list A
Parcel Identification Number

ARTICLE 1

Definitions

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

1.1. "Developer" shall refer to Happy Valley Addition, LLC, and their representatives, successors and assigns.

1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot (exclusive of outlots) within the Property, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

1.3. "Property" shall mean and refer to the real estate described as the Plats of Happy Valley Addition to Bristol Gardens, Town of Bristol, and

Happy Valley Addition to Windsor Gardens, Village of Windsor, all in Dane County, Wisconsin.

ARTICLE 2

Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Bristol and the Village of Windsor, Dane County, Wisconsin, and shall be known as the Plats of Happy Valley Addition to Bristol Gardens, Town of Bristol, and the Happy Valley Addition to Windsor Gardens, Village of Windsor, all in Dane County, Wisconsin.

ARTICLE 3

**Architectural Control and Protective
Covenants and Restrictions**

3.1. For all buildings and structures to be erected or placed on any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings or structures must be submitted to the Developer or the Architectural Control Committee, whichever is then applicable, for written approval as to appearance, the quality of workmanship and materials, harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, prior to commencement of any construction on any lot. All buildings erected on the Property shall have a minimum roof pitch of not less than 6/12 pitch, but a variance from this minimum may be granted by the Developer or the Architectural Control Committee, whichever is then applicable, in their discretion. For purposes of this Declaration, the term "structure" shall include play structures, fences, patios, decks and swimming pools. All plans shall conform to and comply with the terms of Exhibit A hereto.

3.2. After the Developer and their representatives, successors and assigns, cease to have any title to any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under these Covenants, Conditions, Restrictions and Easements, must be submitted to the Architectural Control Committee ("Committee") for approval in writing by a majority of the members of said Committee. The Committee shall consist of the members of the Board of Directors of the Happy Valley Addition Homeowners

Association, Inc., or in the alternative, if the Directors of the Association so elect, three persons elected by a majority of the members of the Board of Directors of the Association.

3.3. For each building erected or placed on any lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality single family residences.

3.4. No alteration in the exterior appearance of existing buildings or structures, including but not limited to, exterior remodeling and the construction of play structures, fences, patios, decks, and swimming pools, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable.

3.5. The existing vegetation of each lot subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Developer or the Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

3.6. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. Violations of the approved site, grading or landscaping plans shall give either the Developer or Committee, whichever is then applicable, or any adjacent lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any Lot within the Property without the approval of the Developer or the Committee, whichever is then applicable.

3.7. All lots within the Property (other than outlots) shall be used only for single family residential purposes, and except that Developer may continue to use lands owned by Developer for present agricultural purposes and uses.

The following minimum floor area requirements shall apply to all single family residential buildings erected on any lots subject to this Declaration:

- (a) No single story building shall have less than 1600 square feet.**
- (b) No two-story building shall have less than 2000 square feet.**
- (c) No raised ranch, bi-level, or tri-level building shall have less than 2000 square feet on the main two floors.**

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

The above minimum requirements may be waived by the Developer or the Committee, whichever is then applicable, in the event the proposed architecture and quality of the house is such as to present an appearance compatible with other houses within the Property.

3.8. All single family residential buildings must have an attached garage and such garage must contain not less than two (2) nor more than four (4) automobile garage stalls, but the maximum limitation may be waived by the Developer or the Committee, whichever is then applicable.

3.9. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, unless approved by the Developer or the Committee, whichever is then applicable, in their discretion.

3.10. All driveways must be either concrete or paved. No more than three (3) domestic animals may be kept on any lot subject to this Declaration. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. No dog which is a pit bull, or Doberman, in whole or in part, shall be maintained or reside on any lot or outlot within the Property, without the written consent of the Developer or the Committee, whichever is then applicable, in its sole discretion.

3.11. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property except where approved in writing in advance by the Developer or Committee, whichever is then applicable, in their sole discretion.

3.12. Where public sidewalks exist, it is the responsibility of the abutting lot owner to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction, but this shall not apply to trails.

3.13. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

3.14. Parking of commercial or service vehicles owned or operated by residents within the Property is prohibited unless such vehicles are kept in garages. Parking or storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside garages. Parking of more than three (3) vehicles in the driveway or on the street within the Property, by the residents or owners of any one lot in the Property, shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such lot. This section shall not prohibit the temporary parking of any vehicles otherwise prohibited, if such parking is for the sole purpose of loading or unloading such vehicles at the lot at which parked, for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns, yards or ditch areas at any time.

3.15.

A. All areas of lots (excluding outlots) not used as a building site or lawn or under cultivation as a garden shall have a cover crop and be kept free from noxious weeds. The Owner shall keep each lot (excluding outlots), and all improvements, in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. This paragraph shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in the back yards, and shall be located no closer than ten (10') feet from the lot line, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by residence, garage and driveway.

B. All lot owners whose lots abut or adjoin a public trail owned by the Town of Bristol or Village of Windsor, or a trail owned or maintained by the Association, within the Subdivision, shall maintain the lawn or grass area next to the trail up to and abutting the paved surface of the trail, including,

but not limited to, the mowing of the grass, the control of weeds and the trimming and pruning of shrubs, bushes, trees and other vegetation, all in a workmanlike manner and with reasonable frequency, but maintenance of the trail surface itself by the lot owner is not required. In the event that any lot owner does not maintain such area adjoining or abutting a trail in the manner required herein, the Town of Bristol or the Village of Windsor (being the governmental unit in which the area requiring maintenance is located), may give written notice and opportunity to cure of not less than thirty (30) days duration to the owner of the adjoining or abutting lot in question, and in the event that such default is not cured within such time period by the owner, the Town or Village, as applicable, may enter the applicable lot or land and mow or otherwise maintain such area abutting or adjoining the trail at the expense of the owner of the abutting or adjoining lot. Any costs incurred by the Town of Bristol or Village of Windsor under this paragraph shall be a special charge on the tax bill for such abutting or adjoining lot and constitute a lien upon such lot, as provided in Chapter 66, Wisconsin Statutes, and the owner hereby consents thereto and waives any notice or hearing in connection therewith. Interest on the delinquent amount shall accrue at the rate of 12% per annum.

C. The Happy Valley Addition Homeowners Association, Inc. shall keep all outlots within either plat which are designated on the plats for stormwater management purposes, whether or not dedicated to the Town of Bristol or the Village of Windsor, free of debris and noxious weeds, and shall maintain all such outlots in a workmanlike condition in accordance with the approved stormwater plans for such outlots. Owners of lots within the Property understand that they may not place, erect or maintain any structure or any other encroachment on any outlot within the Property.

3.16. On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within one (1) year from the date of such land contract or deed. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the lot owner within ninety (90) days after the expiration of such one (1) year period, to have said lot conveyed to the Developer at the original sales price, free and clear of any liens and encumbrances created by act or default of the Owner of such lot, with taxes and installments on assessments for the year in which conveyance occurs being prorated as of the date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

3.17. Construction of all buildings shall be completed within six (6) months after issuance of a building permit for the respective building.

Landscaping (including grading, sodding, and seeding) and paving of driveway shall be completed within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay.

3.18. A. All mailboxes within the Property shall be located on one side of the public streets within the Property, which side shall be designated by the Developer or the Committee, whichever is applicable.

B. Except to the extent preempted by federal law, no exterior antennas, satellite dishes, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height and color thereof.

C. No chain link fence shall be installed or built at anytime within the Property. Unless otherwise approved by the Developer or the Committee, whichever is applicable, in their sole discretion, all fences within the Property shall be ornamental iron or wrought iron and be black in color. No fences within the Property shall exceed 4 feet in height. No fences within the Property shall be located closer than one (1) foot from any property line.

3.19. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood. This shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in back yards, and shall be located no closer than ten (10') feet from the lot line, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by the residence, garage and driveway. No burning barrels shall be allowed on any lot.

3.20. The Owner of any lot subject to this Declaration shall not change the elevation of any utility easement in excess of six (6) inches without the permission of all of the applicable utilities and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

3.21. No lot or outlot as platted shall be resubdivided, without the consent of the Developer and the Town or Village in which such lot or outlot is located. No boundary line within the Property shall be changed, except with the approval of the Developer or the Committee, whichever is then

applicable. This section shall not be construed to prevent the use of one lot and part or all of another lot or lots as one building site.

3.22. No signs of any type shall be displayed to public view on any lot without the prior written consent of the Developer or the Committee, whichever is then applicable, except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, and (b) signs erected by Developer advertising lots within the Property for sale.

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

3.24. No Owner of any lot shall re-grade or obstruct any swale, drainage way, drainage ditches or stormwater detention area, whether established by easement or not, which is in existence at the time of development on such lot, so as to impede the flow of surface water across such swale, ditches or drainage way, or interfere with the proper functioning of any such swale, ditches, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditches, drainage way or stormwater detention area.

3.25. The following landscaping requirements apply to all lots (other than outlots) within the Property:

- (a) All yards must be either (i) sodded or (ii) or seeded, fertilized and crimp mulched or covered with an erosion mat, including street terraces. The lot owner shall comply with all Village and Town ordinances in which the lot is located, as well as Dane County erosion control requirements.
- (b) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. Complete visual screening of the front, rear and side boundaries of any lot is prohibited without approval of the Developer or the Committee, whichever is then applicable.

3.26. The Developer, after a period of ten (10) years from the date of recording the either final Plat or after seventy-five percent (75%) of the lots within the Property (other than outlots) have been sold, whichever occurs first, may elect to assign all of the Developer's rights to approve all of the items set forth in Article 3 hereof to the Committee.

3.27. Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the applicable is recorded, after which time Article 3 of this Declaration as to the applicable plat shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 3.28 below. If any person, or its successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, the Committee or any person or persons owning any lot or lots within the Property, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorneys fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation.

3.28. Article 3 hereof, or any part thereof, may be cancelled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided, then by an instrument in writing signed by the Owners of a majority of the lots (other than outlots) subject to this Declaration, except that this Declaration may not be amended without the consent of the Town of Bristol if the amendment affects said Town or lots within the Town, and the Village of Windsor if the amendment affects said Village or lots within the Village.

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

3.30. In the event the Developer or the Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or Committee, within thirty (30) days after the same have been submitted to the approving authority in writing with a complete application, then such approval shall not be required in that instance.

3.31. In exercising any authority under Article 3 of this Declaration, the Developer or Committee, as appropriate, shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Property;**
- (b) to protect each Owner of a lot against improper uses by other lot owners;**
- (c) to preserve the beauty of the Property;**
- (d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;**
- (e) to encourage and secure the erection of attractive, adequate sized homes, which conform and harmonize in external design with other structures within the Property and which are properly located upon the lot in accordance with its topography and finished grade elevation; and**
- (f) to provide for high quality improvements which will protect the investments of purchasers of lots.**

3.32. The Developer and the Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site, grading or landscaping plan or other matter, including any loss arising out of the negligence of the Developer or Committee.

3.33. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, ditches, drainage ways, stormwater detention areas, or maintenance or landscaping, or if any lot owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, the Committee, or applicable Town or Village, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable attorney fees and costs, to remedy said violation.

3.34. The Happy Valley Addition Homeowners Association, Inc. shall maintain all stormwater management facilities (including the drainage and stormwater easements and outlots designated for stormwater purposes on the Property as shown on the Plats), including mowing, cleaning and maintenance generally, all in a workmanlike manner, all in accordance with

the terms of the Dane County stormwater management permit and ordinance and the plans approved by the Town of Bristol and the Village of Windsor, as applicable, at the sole expense of such Association. In the event of a failure on the part of the Association to maintain any such stormwater management facilities as provided herein, after 30 days written notice of default and opportunity to cure from either the Town of Bristol or the Village of Windsor, as applicable, either the Town of Bristol or the Village of Windsor, as applicable, may enter such stormwater management area and perform such maintenance as is required hereunder at the expense of the Association and the owners of the lots in the portion of the Property located within such Town or Village, and the cost to the Town of Bristol or the Village of Windsor, if not paid in full by the Association, or the Owners of the affected lots, within 30 days after written demand by the Town or Village, as applicable, shall be a special charge against the Lots (other than outlots) within the portion of the Property located within the applicable Town or Village, on a pro rata basis, and may be recovered in the manner provided by law for special charges, be included in the real estate tax bill for the Lots (other than outlots) within the portion of the Property located within the applicable Town or Village on a pro rata basis, and become a lien on each such Lot on such pro rata basis. The rights of the Town of Bristol or Village of Windsor to enter such lands as provided herein and to enforce the obligations specified herein shall constitute a perpetual easement for the benefit of the public in favor of the Town of Bristol or the Village of Windsor. Interest shall accrue on any obligation if past due at the rate of 12% per annum and be included in the special charge and lien. The Town of Bristol or the Village of Windsor may seek injunctive relief against the Association requiring the Association to perform the maintenance with respect to such stormwater management areas as required above, and the Association shall be liable for the actual attorney fees and costs of the Town or Village in connection with any such action or any action to recover the special charge provided above. The provisions in this section may not be amended nor the covenants or easements provided herein waived or terminated without the consent of the Town of Bristol and the Village of Windsor, and Dane County, and the written consent of either (a) the Developer or (b) the Owners of a majority of lots (other than outlots) within the Plats.

3.35. NOTICE IS HEREBY GIVEN TO ALL OWNERS OF LOTS WITHIN THE PROPERTY THAT THE PLATS ADJOIN AND ARE IN THE VICINITY OF LANDS WHICH ARE USED FOR AGRICULTURAL PURPOSES, WHICH MAY INVOLVE CROP AND ANIMAL PRODUCTION ACTIVITIES, THE USE OF MACHINERY AND EQUIPMENT, AND THE USE OF AGRICULTURAL FERTILIZERS AND PESTICIDES. AGRICULTURAL ACTIVITIES MAY

INVOLVE THE CREATION OF DUST AND NOISE, AND THE PRESENCE OF STRONG ODORS. THE PROPERTY IS LOCATED IN AN AGRICULTURAL AREA AND RESIDENTS MUST EXPECT THAT CONDITIONS WHICH OCCUR IN AGRICULTURAL AREAS MAY OCCUR IN OR NEAR THE PROPERTY. WISCONSIN HAS ADOPTED A "RIGHT TO FARM" LAW WHICH PROVIDES LEGAL PROTECTION FOR AGRICULTURAL ACTIVITIES AGAINST LEGAL ACTIONS CLAIMING NUISANCE.

3.36. NOTICE IS FURTHER GIVEN TO ALL OWNERS OF LOTS WITHIN THE PROPERTY THAT ANGELICA TRAIL IS A PUBLIC STREET LOCATED IN THE TOWN OF BRISTOL AND THAT MAINTENANCE OF ANGELICA TRAIL IS PROVIDED BY THE TOWN OF BRISTOL. THE TOWN OF BRISTOL AND THE VILLAGE OF WINDSOR WILL EACH DECIDE INDEPENDENTLY WHAT PUBLIC SERVICES SUCH TOWN OR VILLAGE WILL PROVIDE TO THE LOTS LOCATED WITHIN ITS BOUNDARIES.

ARTICLE 4

Happy Valley Addition Homeowners Association, Inc.

Definitions

For purposes of Article 4 of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

4.1. "Association" shall mean and refer to Happy Valley Addition Homeowners Association, Inc., its successors and assigns.

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

4.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for the Plats of Happy Valley Addition to Bristol Gardens, Town of Bristol, and Happy Valley Addition to Windsor Gardens, Village of Windsor, all in Dane County, Wisconsin, as it may from time-to-time be amended.

Association Membership and Board of Directors

4.4. Members. The Owner of each platted lot (exclusive of outlots) within the Plats of Happy Valley Addition to Bristol Gardens, Town of Bristol, and Happy Valley Addition to Windsor Gardens, Village of Windsor, all in Dane County, Wisconsin, shall be a member of the Association. Where more than one person holds an ownership interest in any lot, all persons holding

such interest shall be members. The members shall have such rights as are set forth herein, in the Articles and By-Laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

4.5. Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and By-laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments.

Common Areas; Entrance Sign

4.6. Acquisition of Common Areas. The Association may take title from time-to-time to real property within the Plats of Happy Valley Addition to Bristol Gardens, Town of Bristol, Dane County, Wisconsin, and Happy Valley Addition to Windsor Gardens, Village of Windsor, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members, establishing and maintaining plat entrance signs, and managing stormwater management areas serving the Plats. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon.

4.7. Obligations of Association. The Association shall have the duty to maintain common areas or real estate in which the Association has an interest, in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members. In addition, the Association shall have the duty to maintain the stormwater management areas within the Property at its expense, and to assess the costs thereof to the Lots (other than outlots) within the Property.

4.8. Easement of Enjoyment. Subject to the provisions of this Declaration, all common areas shall be held by the Association for the benefit of the members. Each of said members shall have an equal, undivided right to use and enjoyment of such common areas, subject to the right of the Association to manage such lands for the benefit of the members of the Association and to establish reasonable rules for the use of such common areas.

4.9. Entrance Sign. The Association shall maintain in good order and repair any entrance sign(s) for the Property, at the expense of the Association.

Assessments

4.10. Creation of Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any lot within the Property (other than outlots) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments in the amount and manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the lot (but not any outlot) against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such lot (other than outlots) at the time when the assessment became due and payable.

4.11. Creation of Assessments. Assessments shall be determined, established and collected each year, starting with calendar year 2017, in the following manner:

- (a) **Budget.** In December of each year starting in December 2016, the Board shall determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas, entrance sign(s) and stormwater management areas, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation. Such budget shall be approved by a vote of two-thirds (2/3) of the Board on or before the last day of December each year.
- (b) **Limitation on Assessments.** The maximum annual assessment which may be authorized under this Article shall be \$100.00 for each lot to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots), until the actual annual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, shall exceed the annual revenue generated by an assessment of \$100.00 per lot, in which

event the maximum assessment per lot shall be such actual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, divided equally among all lots as to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots).

- (c) **Declaration of Assessments.** The Board shall declare assessments so levied due and payable thirty (30) days from the date of such levy. The Board shall notify each Owner of the action taken by the Board, the amount of the assessment against the lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the Owner.
- (d) **Collection of Assessments.** In the event any assessment levied against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board may, in its discretion, file a claim for a maintenance lien against the lot for which payment is not made, and upon compliance with the provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his lot.
- (e) **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the lot conveyed be

subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

4.12. Term. Article 4 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plats of Happy Valley Addition to Bristol Gardens, Town of Bristol, and Happy Valley Addition to Windsor Gardens, Village of Windsor, all in Dane County, Wisconsin, are recorded, after which Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 4.13 below.

4.13. Cancellation, Release, Amendment or Waiver. Article 4 hereof, or any part thereof, may be cancelled, released, amended or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided herein, then by an instrument in writing signed by both (a) the Owners of a majority of the lots (other than outlots) subject to this Declaration, and (b) a majority of the Board of the Association.

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

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 15th day of July, 2016.

HAPPY VALLEY ADDITION, LLC

By: 
Donald C. Tierney, Manager

By: 
Joanne K. Tierney, Manager

STATE OF WISCONSIN)

COUNTY OF DANE) ss.
)

On this 15th day of July, 2016, before me, a Notary Public, personally appeared Donald C. Tierney and Joanne K. Tierney, to me known, who being by me duly sworn, did depose and say that they executed said document.

Pamela McLain

Notary Public, State of Wisconsin

My Commission: 8/19/19

*This instrument drafted by
Michael J. Lawton.*



Exhibit A

Legal Description	Parcel Number
HAPPY VALLEY ADDN TO WINDSOR GARDENS LOT 1	<u>196/0910-251-0001-1</u>
HAPPY VALLEY ADDN TO WINDSOR GARDENS LOT 2	<u>196/0910-251-0012-1</u>
HAPPY VALLEY ADDN TO WINDSOR GARDENS LOT 3	<u>196/0910-251-0023-1</u>
HAPPY VALLEY ADDN TO WINDSOR GARDENS LOT 4	<u>196/0910-251-0034-1</u>
HAPPY VALLEY ADDN TO WINDSOR GARDENS LOT 5	<u>196/0910-251-0045-1</u>
HAPPY VALLEY ADDN TO WINDSOR GARDENS LOT 6	<u>196/0910-251-0056-1</u>
HAPPY VALLEY ADDN TO WINDSOR GARDENS LOT 7	<u>196/0910-251-0067-1</u>
HAPPY VALLEY ADDN TO WINDSOR GARDENS LOT 8	<u>196/0910-251-0078-1</u>
HAPPY VALLEY ADDN TO WINDSOR GARDENS LOT 9	<u>196/0910-251-6009-1</u>
HAPPY VALLEY ADDN TO WINDSOR GARDENS LOT 10	<u>196/0910-251-6020-1</u>
HAPPY VALLEY ADDN TO WINDSOR GARDENS OUTLOT 1	<u>196/0910-251-6050-1</u>