

229147

Document Number

DECLARATION OF CONDITIONS,  
COVENANTS & RESTRICTIONS

Title of Document

VOL 0541 PAGE 955

RECORDED

May 25, 1999

2:15 O'CLOCK P.M.

*Dixie L. Edge*

DIXIE L. EDGE

Iowa County Reg. of Deeds

Dodgeville, WI 53533

Record this document with the Register of Deeds

Name and return address:

oak tree construction  
5650 Hwy ZZ  
Dodgeville, WI 53533

Parcel No. \_\_\_\_\_

**DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS  
FOR PARK ADDITION TO PRAIRIE HILLS, CITY OF DODGEVILLE,  
IOWA COUNTY, WISCONSIN**

WHEREAS, LAND DEVELOPMENT PARTNERS LLP, a Wisconsin Limited Liability Partnership, the Owner of Lots 34 through 61 inclusive, Park Addition to Prairie Hills, a subdivision in the City of Dodgeville, recorded as Document No. 229106, Volume Plat CABINET A of Plats, Page 531, in the Iowa County Register of Deeds Office, (hereinafter "LOTS"), desires to control purposes for which the land in said Plat is used, as well as obligating the OWNERS of said land to be bound by certain conditions, restrictions and reservations for the benefit of said property as a whole and for the benefit of each OWNER of any part thereof.

NOW, THEREFORE, Land Development Partners LLP hereby declares and provides that all of the mentioned LOTS be, and the same hereby are, subject to the following restrictions, covenants and conditions.

1. That LOTS 34 through 61 shall be used exclusively for single family residential purposes only and no structures except single family houses shall be erected, altered, placed or permitted to remain on any LOT or part thereof and shall be utilized exclusively for single family structures, each having not less than (2) nor more than (3) automobile garage stalls and located within an attached or detached garage. All driveways must be paved with concrete or asphalt within one (1) year of completion of home. No single family residence may be converted to a duplex at any later date. This includes any lot designated as a 1 or 2 Family lot if the original structure is built as a single family residence.

2.a. The following minimum size requirements shall apply:

- 1) One story or raised ranch/multi-level homes shall have not less than 1,300 square feet above grade.;
- 2) 1.5 or 2 story homes shall have not less than 1,600 square feet above grade with a minimum of 900 square feet on the first floor.
- 3) All homes shall be not less than 26 feet in width.

2.B. 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 have finished area, shall be excluded. Square footage for a raised ranch, Bi-level or split entry home is calculated using main level only, excluding the garage. Square footage for tri-level homes is calculated using the two main levels above grade excluding the garage.

2.C. A minor variance of the minimum floor requirement may be granted by Land Development Partners LLP or it's committee if it is determined that the structure is architecturally compatible with the quality and character of Prairie Hills and provided that the plan meets minimum floor requirements of applicable city ordinances.

2.D. Roof pitch shall be no less than 6/12 (six/twelve), unless prior written approval from Land Development Partners LLP is obtained.

2.E. Aluminum, vinyl, or natural siding materials such as cedar or brick is allowed. Use of brick, stone, stucco or combination will be encouraged, especially on front elevations. No plywood, T-111, or similar material shall be allowed. Aluminum fascia and soffit is also allowed. Fascia shall be a minimum of six inches (6").

2.F. It shall be Land Development Partners LLP or Committee's intent to coordinate building design, roofing, and colors to provide for the most aesthetic combinations, to avoid repetition, and ensure the long-term appreciation and value of the overall development.

2.G. Panelized and prefabricated construction of buildings is not allowed under any conditions. All homes must be site constructed.

2.H. All chimneys and flues shall be fully enclosed.

2.I. All utilities serving all lots in the subdivision and the improvements thereon, including but not limited to, sewer, water, gas, electric, telephone, and television, shall be installed underground. No overhead wires or above-ground utilities are allowed.

2.J. Land Development Partners LLP shall provide to each home a mailbox and post to be installed by the builder on the LOT in accordance with the United States Post Office Department regulations. Installation will be at owner's expense.

3.A. The LOT OWNER shall be responsible for maintaining the structure, LOT and adjoining Street Terrace in a neat appearance and keeping the LOT and Terrace free of noxious weeds. Seeding or sodding is permissible in the entire yard. Each will be completed within sixty(60) days of occupancy of the building unless, due to weather conditions, Land Development Partners LLP or Committee has waived this condition in writing.

3.B. A complete final grading plan for the parcel must be submitted with building plans.

3.C. Where public walk exists it is the responsibility of abutting LOT OWNERS to maintain the same in a safe and travelable condition.

3.D. In the event your home construction does not commence upon purchase of a LOT in Prairie Hills, it shall be the responsibility of each LOT OWNER to have his or her ground covering the LOT(grass, weeds, etc.) mowed at least four(4) times annually. This is construed to be once in the Spring, Mid-May to Mid-June, twice in the Summer, Mid-June to Mid-August, and once in the Fall, Mid-August to Mid-October.

4. No Trailers, Basement, Tent, Shack, Garage, Barn or Out-Building, or any part thereof erected on said LOT shall at any time be used as a residence, temporarily or permanently, nor shall any residence, of a temporary character be used as a dwelling.

5. No building previously erected elsewhere shall be moved upon any LOT in said Plat.

6. The LOT OWNER shall not change the elevation of the Utility Easement without the permission of Wisconsin Power & Light, Land Development Partners LLP or any other Utility Company with an easement. The LOT OWNER shall be responsible for any damages caused to underground utilities affected by any changes in the grade. Nor shall the LOT OWNER change the grade along any of the LOT LINES of existing grade without the written consent from Land Development Partners LLP or Committee. The LOT OWNER shall be liable for any damages or costs incurred as a consequence of unauthorized grade changes. Any damages to adjoining properties shall be repaired by LOT OWNER, including loss of any ground cover or vegetation used for prohibiting soil erosion.
7. No fences, Exterior Antennas or other unusual projections from the structure or yard shall be permitted unless such fences, Antennas or unusual projections are approved in writing by Land Development Partners LLP or Committee. No wood storage boxes will be permitted to be built in the front or side yards of any structure.
8. Parking of service vehicles owned or operated by residents of the homes on LOTS in the subdivision is allowed, provided they are parked off-street on a concrete or asphalt pad or in a garage and that no more than one(1) such vehicle is stored at any time on any LOT. Storage of boats, travel trailers, mobile homes, and campers is prohibited unless they are stored in garages or parked on asphalt or concrete pads. No more than one(1) boat, travel trailer, mobile home, or camper can be stored outside on any LOT at any time. All snowmobiles, all-terrain vehicles, or other type of personal recreational vehicle must be stored in a garage. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading for a period not to exceed twenty-four(24) hours.
9. Once construction of a home has commenced, it shall be completed within 180 days. The house exterior shall be completely finished, including paint and/or stain within thirty(30) days of occupancy, provided weather conditions allow, unless waived in writing by Land Development Partners LLP or Committee.
10. No LOT as Platted shall be resubdivided without the consent of Land Development Partners LLP or Committee and the City of Dodgeville. This covenant shall not be construed to prevent the use of one LOT and part or all of another LOT as one building site.
11. 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 Prairie Hills. This shall not be construed to prevent a family garden or orchard.
12. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not.

13. No building shall be erected or placed in Prairie Hills until the Plans, Specifications, Site Plans, and Elevations of the Building relative to the street have been approved in writing by Land Development Partners LLP or committee. This approval must be in writing and received prior to issuance of a building permit from the city building inspector.

The failure to secure approval shall not be grounds for forfeiture of title.

In the event Land Development Partners LLP or the Committee fails to approve or reject such Plans, Site Plans, Specifications, and Elevations within twenty(20) days after the same have been submitted to the approving authority, then such approval shall be deemed granted.

14. Land Development Partners LLP may elect to assign all rights granted to it under this document to the Committee. After Land Development Partners LLP ceases to have any title to any LOT in Prairie Hills or its' current or future additions, an Architectural Control Committee(hereinafter called "COMMITTEE") may be established. The COMMITTEE shall consist of three(3) persons designated by an election of all property OWNERS of land so controlled by this document. The election shall be held on a date determined by Land Development Partners LLP and written notice shall be given to all LOT OWNERS at least ten(10) days before election. Prior to election of the Architectural Control Committee as herein provided and so long as Land Development Partners LLP has an ownership interest in any LOT within said subdivision, all powers and authority of the COMMITTEE shall vest in and be exercised by Land Development Partners LLP unless voluntarily assigned by said partnership to the COMMITTEE.

15. This declaration shall run with the land and shall be binding upon all OWNERS of property covered by this document for a period of twenty(20) years from the date this document is recorded, after which time it shall automatically stand renewed for successive ten(10) year periods. These Conditions, Covenants and Restrictions can be amended or changed at any time, in whole or in part, by a recordable instrument signed by the OWNERS of at least two-thirds of all LOTS subject to this document.

16.A. If any person, or his/her Heirs, Successors, or Assigns, shall violate or attempt to violate any of these Conditions, Covenants and Restrictions herein, or as amended or changed, any person or persons owning any LOT or LOTS in said Prairie Hills shall have standing to bring proceedings at Law or equity including injunctive relief against the person or persons violating or attempting to violate any such Conditions, Covenants or Restrictions, and the prevailing party shall be awarded reasonable Attorney Fees and Costs.

16.B. In addition to the OWNERS of any LOT or LOTS in Prairie Hills, the City of Dodgeville shall have standing(but shall not be obligated) to enforce these Conditions, Covenants and Restrictions in the same manner and to the same extent as any OWNER under Paragraph 16.A. above.

16.C. All variances granted by Land Development Partners LLP or the COMMITTEE shall be binding on all parties and shall not form the basis for any alleged violation of this Declaration, nor shall it be deemed to set precedence for any future variance requests..

