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**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR OUTLOTS
FOR THE PLAT OF PRAIRIE HOME ESTATES 1ST
ADDITION**

RE: The following real estate in the Town of Middleton, Dane County, Wisconsin:

Lots seventy-one (71) through one hundred forty-seven (147) and Outlots six (6) through nine (9) Prairie Home Estates 1st Addition.

WHEREAS, Prairie Home, L.L.C. the owner and developer (hereinafter "Developer"), of the above described property, excepting a portion of lots 139 and 140, and Anthony E. Ziegler and Clemens A. Ziegler, the owners of a portion of lots 139 and 140, for the purpose of preserving the value of the lots in said plat (hereinafter "Plat" or "Subdivision"), do hereby covenant, grant, declare, and provide that lots seventy-one (71) through one hundred forty-seven (147) inclusive (hereinafter individually a "Lot" and collectively the "Lots") and outlots six (6) through nine (9) inclusive (hereinafter individually the "Outlot" and collectively the "Outlots") in the Plat of Prairie Home Estates 1st Addition shall be used for the purposes and in the manner set forth herein and in the Declaration of Covenants and Restrictions for the Plat of Prairie Home Estates 1st Addition (hereinafter "Declaration for Lots"). Each Owner of record of each Lot shall be hereinafter referred to as the "Owner."

1. **USE OF OUTLOTS.** Outlots Six (6), Seven (7) and Nine (9) shall be conveyed to the Prairie Home Estates 1st Addition Conservancy Association, Inc., a non-profit, non-stock corporation organized under the laws of the State of Wisconsin (hereinafter "Association") relatively contemporaneously with the recording of the Plat and this Declaration with the Dane County Register of Deeds. Subject to all or a portion of Outlot Eight (8) being utilized by the Town or other governmental entity for street purposes, including, without limitation, road right-of-way purposes, and Paragraph 6 below, the Outlots are to be maintained and remain as permanent open space, and areas of natural preservation for the use and enjoyment of the members of the Association without hindering or encroaching upon the lawful rights of the other Owners of Lots in the Plat. Subject to Paragraph 6 below, Outlot Nine (9) shall be maintained as Landscape Easement Area as defined in and in accordance with Subparagraph 4.D. hereof and Outlot Six (6) shall be maintained as Landscape Easement Area as defined in and in accordance with Subparagraph 4.D. hereof where applicable and warm season grasses shall be planted elsewhere on Outlot Six (6) by the Developer and maintained thereafter by the Association. Subject to Paragraph 6 below, Outlot Eight (8) is dedicated to the Town of Middleton for possible future roadway purposes. Subject to Paragraph 6 below, Outlot Seven (7) shall be maintained by the Association as woodlot and existing conservancy grasses. The Association may from time to time adopt rules and regulations governing the use of the Outlots, but such rules and regulations shall be uniform and nondiscriminatory. Each Owner, by the acceptance of a deed or other instrument of conveyance of a Lot in the Plat agrees to be bound by any such rules and regulations.

Except as otherwise expressly provided for herein, in the Declaration for Lots, and/or on the Plat, Lot Owners shall not keep or store anything on the Outlots, nor shall any Owner hang, erect, affix or place anything within or on any of the Outlots, nor shall any Owner conduct any farming practices or the raising of livestock on any of the Outlots.

The Developer shall be permitted to construct one or two entryway sign(s), at Developer's election and discretion, identifying the Subdivision on Outlots Six (6) and/or Nine (9). The size, design and location of the sign(s) shall be subject to approval by the Town of Middleton. The signs and landscaping therefor shall be maintained by the Association.

Return To: N. Ladopoulos
1725 N. High Point Rd.
Middleton WI 53562

Parcel I.D. Nos.: 038-0708-054-8022-4; 038-0708-054-9500-3;
038-0708-081-8070-3; 038-0708-081-9570-6;
038-0708-054-8111-6; and 038-0708-054-8150-9

6/20

The Town shall have the right to relocate elsewhere upon Outlot Seven (7) the thirty feet (30') wide public recreation trail easement granted over and/or across Outlot Seven (7) in order to avoid trees and slopes in excess of 20% to facilitate future construction of the trail improvements, so long as that public recreation trail easement shall continue to have substantially the same utility to the Town and burden upon the servient estate as it did before the relocation. The Town of Middleton, and not the Association or Developer, shall be responsible for constructing any improvements in such public recreation trail easement after completion of Developer's obligations pursuant to that certain Developer Agreement dated on even date herewith executed by the Town of Middleton and the Developer.

The use of Outlots shall not change without the consent of the Town of Middleton.

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2. **MAINTENANCE OF OUTLOTS.** The Association shall provide for the care, operation, management, maintenance, and repair of the Outlots, except that the Association shall not provide for the care, operation, management, maintenance, and repair of any portion of Outlot 8 utilized by the Town or other governmental entity for street purposes, including, without limitation, road right-of-way purposes. Subject to the immediately preceding proviso, the Outlots shall be maintained in a way so as to avoid the growing of noxious weeds, but otherwise the Association shall maintain the Outlots so as to promote their natural state in a reasonable manner. It is recommended that warm season grasses be mowed triennially and burned every five years. It is intended that the Outlots are to be maintained as open space, and except as provided for in this document, the Declaration for Lots or on the Plat, shall not contain structures except subdivision entry signs as set forth in Paragraph 1 of this Declaration. Without limiting the generality of the foregoing, said obligations shall include the keeping of such Outlots in good, clean, attractive and sanitary condition, order and repair, and making necessary or desirable alterations, additions, betterments or improvements to or on the Outlots consistent with their purpose.
3. **ASSESSMENTS.** In the event that the Association fails to maintain the Outlots in a reasonably natural state as required herein, the Town of Middleton, may, after 30 days' written notice and the opportunity to maintain has been given to the Association, take over the maintenance of such Outlots and assess, on a pro-rata basis, the cost of maintenance against each Lot in the Plat. The pro-rata share of such maintenance charges shall be a lien upon all the Lots in the Plat. In such event, such assessment shall be included in the tax bill for every Lot. Regardless of any limitations on the amounts assessed by the Association for the maintenance of the Outlots, the Town of Middleton shall not be limited in its authority to assess any additional sums for maintenance, repairs and taxes if the Association fails to manage, maintain, and preserve the Outlots in the manner described in this Declaration or in conformance with applicable Town or County ordinances.
4. **ON-SITE SEWAGE DISPOSAL SYSTEMS AND TOWN PROVISIONS FOR OUTLOTS.** Each Lot shall be served by an on-site sewage disposal system approved for use on the site by the appropriate governmental authorities. The following rules shall govern the installation of such systems and Outlots within the Subdivision:
 - A. All sewage systems shall be constructed in such a way as to minimize visual or environmental impact on the Lot or Outlot. Mound components shall be incorporated into existing grade when practical. Vent cover shall be maintained as close to grade as possible. No sewage system shall be allowed in any Outlot area.
 - B. If members of the Association vote to terminate their Association and if the Town of Middleton opts to and ratifies conveyance, then the Outlots owned by the Association shall be deeded to the Town of Middleton at no cost to the Town, and all unexpended funds set aside by the Association for maintenance shall be paid to the Town Clerk without restriction and all Lots shall be subject on a pro-rata basis for assessment by the Town for the maintenance and taxes (to the extent subject to tax) of such Outlots deeded to the Town of Middleton.
 - C. The Town of Middleton shall be a proper party to a petition for the involuntary dissolution of the Association pursuant to 181.56(1m), Wisconsin Statutes, or successor provisions. The following acts and omissions shall without limitation constitute surrender of the Association's

corporate rights, privileges and franchises and sufficient basis for involuntary dissolution of the Association pursuant to 181.56(1)(f), Wisconsin Statutes, or successor provisions:

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1. The omission or failure to establish annual maintenance assessments or pertinent special assessment; or
2. The omission or failure to maintain the Outlots in accordance with Town of Middleton ordinances and standards and in a natural state as required herein and/or the Declaration for Lots.

Upon involuntary dissolution of the Association, the Outlots owned by the Association shall be deeded to the Town of Middleton at no cost to the Town, and all unexpended funds set aside by the Association shall be paid to the Town Clerk without restriction and all Lots shall be subject on a pro-rata basis for assessment by the Town of Middleton for the maintenance and taxes (to the extent subject to tax) of such Outlots deeded to the Town of Middleton.

5. **MAINTENANCE OF LANDSCAPE EASEMENT AREA.** The Association shall provide for the care, operation, management and maintenance of the Landscape Easement Area as shown on the Plat referred to as "areas under a landscape plan" (hereinafter "Landscape Easement Area"), including maintenance of all plantings and the mowing of grass. It is intended that the Landscape Easement Area is to be maintained as open space with a rural landscape character. Except as otherwise provided for in this Declaration, the Declaration for Lots, or on the Plat, no structures shall be permitted within the Landscape Easement Area. Without limiting the generality of the foregoing, said obligations shall include the keeping of such area in good, clean, attractive and sanitary condition; and making necessary or desirable alterations, additions, betterment, or improvements to or on the Landscape Easement Area consistent with its purpose.

6. **AMENDMENT AND TERMINATION.** Any provision contained in this Declaration may be amended, or additional provisions may be added to this Declaration, or this Declaration may be terminated or revoked, by the recording of a written instrument or instruments specifying the amendment or addition or the fact of termination and revocation, executed by the Owners as shown by the records in the Office of the Register of Deeds of the County of Dane, Wisconsin, of the Owners of 2/3 of the Lots of the development, and provided further, that so long as the Developer continues to own 10% of the Lots, which are held for sale, no rights contained in this Declaration may be amended or modified without the written consent of the Developer. Such action regarding the Declaration shall be, by written agreement, executed by the requisite number of Owners and shall become effective when it is recorded in the office of the Dane County Register of Deeds. Upon and after the effective date of any such change or changes, the same shall be binding upon all Owners, and shall run with the land and bind all persons claiming by, through or under any one or more of them.

Notwithstanding anything in this Declaration or the Declaration for Lots to the contrary, this Declaration may also be amended solely by the Developer if Developer shall determine that any amendments to this Declaration or any amendments to the Articles or Bylaws of the Association shall be necessary:

- A. in order for existing or future Mortgages to be acceptable to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or other mortgage lender in Developer's discretion, or
- B. in order to clarify any apparently conflicting provision or to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors, or
- C. in order to change the order of the phasing of the Subdivision pertaining to the particular phase with approval of Town Engineer, or
- D. in order to negotiate new agreements regarding the use of any of the Outlots with the Town of Middleton or any other governmental or private not for profit conservancy agency.

Developer with written approval of the Town of Middleton shall have and hereby specifically reserves the right and power to make and execute any such amendment as described in the foregoing Subparagraphs A. through D.

of this Paragraph 6 without obtaining the approval of any Lot Owners. Each such amendment shall be made, if at all, by Developer prior to the sale of 90% of the Lots by Developer.

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Notwithstanding the foregoing provision of this section, Developer shall not lower the minimum requirements herein stated except as herein stated. The rights of the Town of Middleton or its successor may not be amended or terminated without their written permission in writing by Town Board resolution. Any amendment or termination that affects the Outlots must be approved by the Town of Middleton.

IN WITNESS WHEREOF, the undersigned owners of record of the Plat of Prairie Home Estates 1st Addition have executed the foregoing instrument.

PRAIRIE HOME, L.L.C.

By: Nicholas Ladopoulos
Nicholas Ladopoulos, Member

By: Mary N. Layoun
Mary N. Layoun, Member

Anthony E. Ziegler
Anthony E. Ziegler

Elaine M. Ziegler
Elaine Ziegler

Clemens A. Ziegler
Clemens A. Ziegler

ACKNOWLEDGMENT

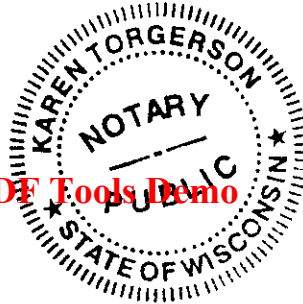
STATE OF WISCONSIN)

)SS

COUNTY OF DANE)

Personally came before me this 22 day of September, 2000, the above-named Nicholas Ladopoulos and Mary N. Layoun, Members, of the above-named LLC, and Anthony E. Ziegler, Elaine Ziegler, and Clemens A. Ziegler, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Karen Torgerson
Notary Public, Dane County Wisconsin
My commission expires on 11-9-04



EVO PDF Tools Demo

TOWN OF MIDDLETON

Approved: Edwin Tallard
Edwin Tallard

ATTEST: James J. Mueller
James J. Mueller

