

### Recordings Notice!

Below are the general recorded Covenants and Restrictions for White Oak Ridge and two special restrictions concerning tree removal and stormwater management. These represent the main, but not necessarily all, restrictions governing buildings and use. Other recorded matters may exist. No warranty is given as to the completeness of the recorded matters and a full search must be performed to assure all recorded title matters are found and examined.

COVENANTS AND RESTRCITIONS

|                             |                    |
|-----------------------------|--------------------|
| Recorded Electronically     |                    |
| ID                          | 5096544            |
| County                      | Dane               |
| Date                        | 9-8-14 Time 1:34PM |
| Simplifile.com 800.460.5657 |                    |

**DECLARATION OF PROTECTIVE  
COVENANTS FOR THE PLAT OF  
WHITE OAK RIDGE**

**LEGAL DESCRIPTION:**

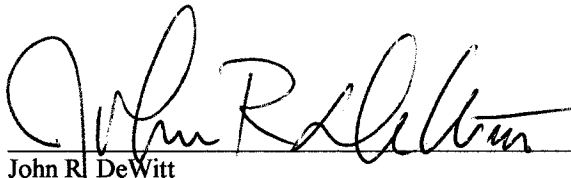
Lots 1 through 7, inclusive, Plat of White Oak  
Ridge, City of Madison, Dane County WI

**See attached Exhibit A**

Return to:

John R. DeWitt, Pres.  
Coyle Development Corp.  
621 N. Sherman Ave., Suite B-17


PIN 25110708-361-0915-2  
PIN underlying  
PIN  
PIN  
PIN  
PIN  
PIN

  
John R. DeWitt

Date: Aug 15, 2014

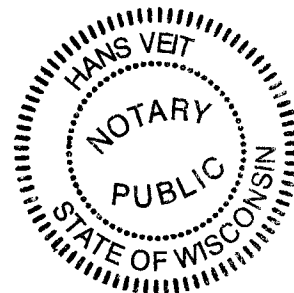
State of Wisconsin) S.S.  
County of Dane )

Signed and sworn to before me this 15th day of August, 2014 by John R. DeWitt.

  
(signature)  
Hans Veit  
(print name)

(Seal, if any)

Notary Public, Dane County, Wisconsin  
My commission (is permanent) (expires 9-18-2016).



COVENANTS AND RESTRCITIONS

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**5096544**

09/08/2014 1:34 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 12

**DECLARATION OF PROTECTIVE  
COVENANTS FOR THE PLAT OF  
WHITE OAK RIDGE**

**LEGAL DESCRIPTION:**

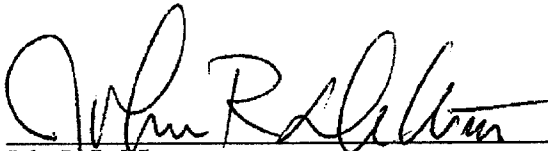
Lots 1 through 7, inclusive, Plat of White Oak  
Ridge, City of Madison, Dane County WI

**See attached Exhibit A**

Return to:

John R. DeWitt, Pres.  
Coyle Development Corp.  
621 N. Sherman Ave., Suite B-17

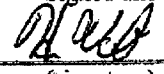
PIN 751/0708-361-0915-2  
PIN underlying  
PIN \_\_\_\_\_  
PIN \_\_\_\_\_  
PIN \_\_\_\_\_  
PIN \_\_\_\_\_  
PIN \_\_\_\_\_

  
John R. DeWitt

Date: Aug 15, 2014

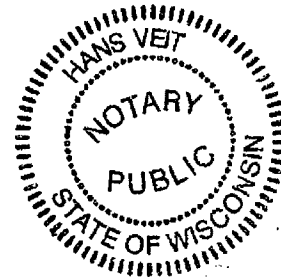
State of Wisconsin) S.S.  
County of Dane )

Signed and sworn to before me this 15th day of August, 2014 by John R. DeWitt.

  
\_\_\_\_\_  
(signature)  
Hans Vait  
\_\_\_\_\_  
(print name)

(Seal, if any)

Notary Public, Dane County, Wisconsin  
My commission (is permanent) (expires 9-18-2016)



**DECLARATION OF PROTECTIVE  
COVENANTS FOR WHITE OAK RIDGE,  
IN THE CITY OF MADISON,  
DANE COUNTY, WISCONSIN**

---

Return to:  
John R. DeWitt  
5375 Mariners Cove Dr., #112  
Madison, WI 53704

---

Parcel Number(s):

THIS DECLARATION OF PROTECTIVE COVENANTS FOR WHITE OAK RIDGE, (the "Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2014 by John R. DeWitt (the "Developer") and affects:

Lots 1-7, Plat of White Oak Ridge  
City of Madison  
Dane County, Wisconsin

**RECITALS:**

Whereas, Developer now owns certain lands in the City of Madison, Dane County, Wisconsin (the "City") which are legally described as Lots 1 – 7, White Oak Ridge in the City of Madison, Dane County, Wisconsin, and

Whereas, Developer desires to subject the Lots to the conditions, restrictions, covenants and reservations set forth herein (collectively, the "Covenants", and each, a "Covenant"), which shall encumber the Lots, and shall bind the owners thereof, their successors in interest, and the owner of any interest therein, and

Whereas, Lot 4 a 1.9 acre heavily wooded parcel and already fully developed:

NOW, THEREFORE, Developer declares that the Lots shall be used, held, sold and conveyed subject to the Covenants as specifically provided herein, which shall inure to the benefit of and encumber the Lots, and run with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

**ARTICLE I**

## DEFINITIONS

The following definitions shall apply to this Declaration (in addition to other terms defined herein):

1. "AGC" shall mean the Architectural Control Committee established pursuant to Article III.
2. "City" shall mean the City of Madison, Dane County, Wisconsin.
3. "Covenants" (and, individually, a "Covenant") means the conditions, restrictions, covenants and reservations set forth herein and which may be provided for from time to time in amendments, modifications or additions to this Declaration.
4. "Declaration" shall mean this Declaration of Protective Covenants for White Oak Ridge.
5. "Developer" shall mean John R. DeWitt, his successors and assigns.
6. "Lots" or "Lot" shall mean all lots within the Plat of White Oak Ridge, Mt. Horeb, Wisconsin and any additional lots made subject to this Declaration from time to time by amendment hereto as provided in Article II.
7. "Owner" shall mean the legal or equitable owner of a Lot, his agents, contractors, successors and assigns
8. "Register of Deeds" shall mean the Office of the Register of Deeds for Dane County, Wisconsin.
9. "Subdivision" shall mean the plat of White Oak Ridge and all additions thereto (and including all Lots contained therein).

## ARTICLE II STATEMENT OF PURPOSES

1. General. The general purposes of this Declaration are to ensure that the Lots will become and remain an attractive community; to preserve and maintain the natural beauty of the Lots; to ensure the most appropriate development and improvement of each Lot, including construction of attractive and harmonious residential and non-residential structures; and to ensure the highest and best residential and non-residential development of the Lots, all as specifically provided for herein.
2. Overall Covenants. This Declaration provides Covenants which are general in nature and which apply to all the Lots, except as otherwise expressly provided for herein.
3. Owners' Acknowledgments. All Owners are subject to the Covenants as may be provided for herein and are given notice that (i) their ability to use their privately owned property is limited thereby; and (ii) the Developer may add, delete, modify, create exceptions to, or amend the Covenants as provided for herein and each Owner expressly acknowledges these Covenants.
4. Zoning Changes; Reconfiguration of Lots. No Owner may petition for or change the zoning of any Lot without the express consent of the Developer, his heirs and assigns. This restriction shall not prevent the legally authorized joining of lots or parts of lots or subdividing of lots provided that the zoning use remains restricted to single family uses. Notwithstanding any other provision in this Declaration any and all new or reconfigured lot shall be subject to all of the Covenants except as otherwise provided for that lot upon which the existing residence then exists.

### ARTICLE III ARCHITECTURAL CONTROL

1. Architectural Control Committee ("ACC").

(a) Initial ACC. The ACC shall initially be the Developer and the Developer shall be entitled (but not required) to serve as the ACC for as long as the Developer is the owner of any Lot.

(b) Future ACC. The Developer may at any time resign from the ACC and appoint any three Owners as the new members of the ACC. The Developer shall record a statement of its resignation and such appointment with the Register of Deeds. In the recorded statement, the Developer shall specify a procedure by which subsequent members of the ACC may resign, be replaced, and be elected; and such recorded statement may address such other matters pertaining to ACC governance and procedures as deemed appropriate by the Developer. The ACC shall act by majority vote.

(c) Termination of ACC. Instead of appointing replacement members for the ACC as provided in Art. III, §1(b), the Developer in its discretion may elect to terminate the ACC and its functions effective upon the resignation of the Developer. If the Developer elects to do so, it shall file a recorded statement to that effect with the Register of Deeds. In the event no three Owners agree to an appointment under sec. 1(c) above the Developer may execute an affidavit to that effect and the ACC shall be dissolved.

2. Necessity of ACC Approval.

(a) As to Plans. All plans for buildings, landscaping, fences, walls, or other structures or improvements to be constructed on any Lot, along with all site plans, shall be approved prior to construction, in writing, by the ACC. All such plans shall be complete and professionally prepared (or shall be equivalent to professionally prepared plans in the ACC's reasonably exercised discretion). From time to time the ACC may designate an architect or other professional to assist the ACC in the review of the plans.

(b) As to Ongoing Alterations. All proposed alterations in the exterior appearance of any buildings erected or placed on any Lot, including, but not limited to, exterior remodeling, exterior repainting in different colors from those previously approved, and the construction of patios, decks, tennis courts, exterior lighting, flag poles, swimming pools and other improvements on Lots, shall be approved prior to construction, in writing, by the ACC.

3. Required Submissions. In addition to any other information which the ACC may reasonably request, each Owner shall submit the following to the ACC in conjunction with any request for approval of any construction or improvements on any Lot. A submission shall not be complete, and the thirty (30) day approval time set forth in Art. III, §4 shall not commence, until all required documents have been submitted.

(a) Plans and Specifications. Two sets of drawings and written specifications of the proposed structures showing at a minimum floor plans, elevations of all views of the structure exterior finishes, roofing type, driveway location, structure locations, description of exterior materials and colors, fence and wall details; and

(b) Landscape and Grading Plans. Two sets of landscape and site plans for the Lot identifying proposed grades and landscaping, including a narrative description of how the Owner will comply with the landscaping requirements set forth in Art. IV, §6 or with any additional Covenants subsequently recorded by the Developer or the Owners.

(c) ACC Review Sheet. A completed architectural review sheet on form to be provided by the ACC.

(d) Address. Address for mailing the determination of the ACC.

4. ACC Approval. The ACC shall approve or disapprove a submission within thirty (30) days of its receipt. The ACC's decision shall be in writing. If the ACC fails to mail its decision within the time limit, approval will be deemed to have been given and the applicable Covenants in this Declaration shall be deemed to have been complied with and the Owner shall construct the improvements in accordance with the submitted documents approved by the ACC. If a submission is approved, any changes to the approved submission must be resubmitted to, and approved by, the ACC.

5. Standards: Discretion of ACC; Right To Modify Construction Requirements. The ACC shall have the right to reject any submission which, in the opinion of the ACC, is not in conformity with the provisions and purposes of this Declaration. The ACC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to the Owner's Lot, shall, and hereby does, release the ACC and the Developer from any liability based upon the good faith exercise of their duties under this Declaration. Refusal of approval of submissions by the ACC may be based on any grounds, including purely aesthetic grounds, which the ACC in its sole and good faith discretion deems sufficient. From time to time, the ACC may elect to establish, modify, or add construction standards and restrictions that are in addition to, replace or modify those otherwise provided for herein.

6. Environmental Rules and Restrictions. Lots 1,2,3 and 5,6 and 7 are further restricted by Special Covenants and Restrictions required by the City. It is the Owner's duty and responsibility to know and understand the laws, rules and regulations governing such Special Covenants and Restrictions.

7. Plat Restrictions and Notices. It is the purpose of the recorded plat to provide notice of uses and restrictions on the use of Lots in the Subdivision. It is the individual responsibility of each owner to be aware of the potential uses and restrictions pertaining to any Lot in the Subdivision.

8. General Guidelines. While the ACC at all times will have the final decision, the following guidelines with respect to construction requirements and the ACC review process are offered for the benefit of Owners:

(a) Flues. All exterior chimney flues shall be enclosed.

(b) Roofing. The submission shall specify roof material, tone and pitch.

(c) Material Quality. The submission shall specify quality of the materials to be used.

(d) Soffits. Soffits may be either aluminum or wood.

(e) Siding. Various types of wood siding are admissible, but generally only one type of siding will be approved for any one house.

(f) Color Schemes. Desired color schemes shall be submitted to the ACC for approval. The ACC will generally discourage the use of solid reds and dark browns, but will consider other colors on an individual basis. Over-used colors such as beige and putty are discouraged. The ACC will generally attempt to coordinate trim and siding colors to provide the most aesthetic combination for a particular building. Plans must show all colors, including trim, shutters, garage doors, porches and patios.

All patios and porches must be painted. Stains may be approved on an ad hoc

basis, but no raw lumber or clear stains will be approved.

(g) Other Construction Requirements. The ACC shall have the right to require brick, stone, shutters, corner boards and other similar items which it deems desirable for a particular submission. In general, the ACC expects not less than 25% brick or stone on the front of single family residences, shutters on windows and sufficient windows on each level of each side of a building.

(h) Site and Grading Plan. No plans shall be approved unless the Owner furnishes to the ACC a site plan which indicates the elevation of the building relative to street elevation. Approval of the ACC shall not be granted unless the finished grade is compatible with the finished grade of adjacent Lots, if improvements on such Lots have been previously approved by the ACC; or unless such proposed finished grade is compatible to what the ACC deems to be a reasonably desirable grade level for the Lot in question.

9. Variances. The ACC shall have the right, in its sole discretion, to grant a variance to any of the Covenants. By granting a variance with respect to any particular Lot, the ACC shall have no responsibility to grant a similar variance with respect to any other Lot.

10. Occupancy. No building or other structure may be occupied unless it has been approved by the ACC pursuant to this Article III, constructed in accordance with the plans approved by the ACC, and an occupancy permit has been issued by the City with respect thereto.

11. Fees. The ACC may from time to time adopt a fee schedule designed to defray the ACC's actual out-of-pocket costs of operation including those incurred in connection with its review of any preliminary or final development plan or of any re-submission of any such plans, and such fee may be adjusted at any time by the ACC.

12. Liability of the Developer, ACC and its Members.

(a) No Liability. Except as provided in Art. III, §12(b), the Developer, the ACC and its members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any submissions, the construction or performance of any work, whether or not pursuant to approved plans and specifications, or with respect to, or arising as a result of, the development of any property within the Lots.

Without limiting the generality of the foregoing, the ACC's review of proposed plans does not include a review of the structural soundness of a building or of compliance with any applicable building codes or practices. By reviewing and approving any plan, the ACC does not represent that the building or site plan meets any applicable City, state, federal, county or other governing bodies' setback requirements, statutes, building codes or ordinances. It is the Owner's sole and exclusive responsibility to assure compliance with all such requirements. The ACC is not liable with respect to any such matters.

(b) Bad Faith Actions. An Owner, however, shall have the right to injunctive relief against the Developer, the ACC or its members if the ACC refuses in bad faith to act upon a request made to the ACC. If an Owner brings an action for such injunctive relief and fails to establish that the Developer, the ACC or its members were guilty of bad faith in failing to act upon the Owner's request, the Owner shall be obligated to pay to the Developer, the ACC and its members all of the reasonable attorneys' fees and disbursements incurred by them in connection with the action.



## ARTICLE IV ARCHITECTURAL RESTRICTIONS

All Lots and their improvements shall be subject to the following architectural and construction restrictions:

1. Building Sites. Unless otherwise provided in future recorded covenants with regard to future phases of the Lots, all buildings constructed on Lots shall have front, side and back yards that, at a minimum, conform to applicable zoning ordinances but which may be further limited by the ACC.. The ACC shall have the right to grant variances from such setback requirements from time to time, in its sole discretion, provided that any variances are in conformity with all applicable zoning ordinances.

2. Surface Elevation.

(a) Prohibited Actions. Except as provided in Section 4.2(b), the elevation of any Lot within the Subdivision shall not be changed so as to materially affect the surface elevation, grade or drainage patterns relative to any surrounding Lot or Lots. No Owner shall grade, alter or obstruct any drainage swale or comprehensive drainage flows as in effect at the time of development by the Owner in a way which impedes the flow of drainage water from other Lots across the swale or flows. Any Owner who violates this section shall be required to repair or restore the drainage swale or flows at the Owner's sole expense. If an Owner violates the grading, site or landscaping plans submitted by the Owner to the ACC, the ACC or any affected Owner shall have a cause of action against the violating Owner for both damages and injunctive relief. No earth, rock, gravel, or clay shall be excavated or removed from any Lot without the prior written approval of the ACC.

(b) Developer's Right to Grade or Re-grade. Notwithstanding the restriction in Art. IV, §2(a), the Developer shall have the right at any time to grade or re-grade the Lots to accommodate, alter or establish drainage flows. The Developer shall not be liable to any Owner for any such grading or re-grading, except that if the grading or re-grading occurs after the Owner has either seeded or installed sod on the Owner's Lot, and if the grading or re-grading damages the Owner's grass or sod, the Developer shall be obligated to reasonably restore the grass or sod to its condition prior to the grading or re-grading.

3. Building Size, Exterior Materials

(a) Each building shall be a minimum of 1,600 sq. ft. The ACC may approve smaller buildings on a case by case basis.

(b) Each building shall have a minimum of 25% brick or stone on the front or side of the building facing Davenport Drive. If the building is "cocked" so as to present the front at an angle of 30° or more from perpendicular to the center of the cul du sac then both the front and adjacent side shall be 25% or more brick or stone. Brick or stone may be waived in whole or in part by the ACC if and as appropriate the building design.

4. Construction Deadline. Unless waived by the ACC, building permits shall be applied for within one year of purchase of the lot. Construction of each approved building shall be completed within nine months after issuance of a building permit for the building. Landscaping (including grading, sodding and seeding) and installation of any driveway on any Lot shall be completed within ninety (90) days of completion of construction, provided weather conditions allow. If construction or landscaping is delayed due to matters beyond the control of the Owner, the time for completion shall be extended by the period of the delay.

5. Garages. Each single-family residence shall have an attached or detached garage that contains not less than two nor more than three automobile garage stalls.

6. Landscaping Requirements and Restrictions. All Owners shall comply with the following landscaping requirements and restrictions:

(a) Public Right of Way. The Owner shall be responsible for the maintenance of the right of way immediately abutting its Lot. This shall include removing snow from any sidewalk and around any fire hydrant and shall include mowing any lawn in the right of way and watering or otherwise maintaining trees in the right of way.

(b) Sodding. Front yards and street side yards of corner lots shall be sodded, including the street terraces, except that the ACC may waive this restriction in its sole discretion. Rear and side yards not sodded shall be seeded with a fifty percent (50%) blue grass seed mixture. All sodding and seeding shall be completed within thirty (30) days of completion of construction. If weather conditions delay completion of sodding or seeding, sodding or seeding shall be completed as soon as weather permits. If sodding is waived then the planting and establishing of the lawn shall be conducted by a responsible professional landscaping company.

(c) Plantings and Landscaping. Each owner shall include with its building plans a landscaping plan showing the removal of trees and plants and the planting of any new trees or plants. Each Owner shall landscape the property to an attractive appearance and maintain the landscape at all times.

(d) Ongoing Maintenance. Each Owner shall be responsible for the ongoing landscaping maintenance of the Owner's Lot, including the adjoining street terrace. During the growing season, each Owner shall mow the vacant portion of the Owner's Lot at least once every three weeks to a height not exceeding six inches. Each Owner shall shovel snow from any adjacent sidewalks within the time required by applicable ordinance.

(e) Lawns. All areas of a Lot not used as a building site or an approved landscaped area or under cultivation as a family garden shall be sodded or seeded, as applicable, and be kept free of noxious weeds and invasive growth.

(f) Fencing; Screening. Owners shall not install any fence or wall of any kind without prior written approval from the ACC. Any fence shall provide at a minimum of 50% transparency.

7. Driveways. Unless otherwise approved by the ACC, all driveways shall be concrete and shall be installed within thirty (30) days of completion of construction, unless not permitted by weather conditions. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits.

8. Mailboxes and Yard Lights. To provide continuity throughout the Lots, each Owner of a single-family Lot shall, at his expense, purchase and install a mailbox and post and a front yard post light in accordance with specifications to be provided by the ACC. The Owner shall request the specifications from the ACC prior to purchasing a mailbox/post and post light. The Developer intends that all Lots shall have substantially identical mailboxes and posts, including the color of the mailbox and post, and compatible front yard post lights. (See also Art. IV, §16) The ACC in its discretion may waive or vary the requirements of this Art. IV, §8 for all Lots.

9. Signs. No signs of any type shall be displayed on any Lot without prior written approval of the ACC, and, if applicable, the City, except lawn signs of not more than seven square feet advertising a home or Lot for sale or signs of any size displayed by the

Developer as part of the Developer's marketing of the Lots. The Developer may also erect permanent signs at entrances identifying the Lots.

10. Utilities. An Owner shall not change the elevation of any utility easement or otherwise interfere with any utility easement right except as permitted by the applicable electric, gas, telephone, cable, sewer, water or other utility using or owning such easement. The Owner shall be responsible for any damages caused based on changes of grade or other interference.

11. Re-Subdivision. No Lot shall be re-subdivided without the prior written approval of the ACC. 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.

12. Existing or Prefabricated Buildings. No buildings previously erected elsewhere may be moved onto any Lot, except for new prefabricated construction approved in writing in advance by the ACC.

13. Temporary Dwellings; Outbuildings. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, on any Lot. No residence shall be of a temporary character. No outbuildings or accessory buildings, including storage sheds, shall be permitted on any Lot without prior written approval of the ACC.

14. Dog Houses. No dog house may be erected on a Lot without the prior written consent of the ACC. No dog house shall exceed three feet by four feet. Any dog house shall be contiguous to the house or garage constructed on the Lot. An Owner desiring to construct a dog house shall submit to the ACC for its approval all plans for the dog house, including elevations, materials, color and site plan. The Owner shall obtain the written approval of adjoining Lot Owners to the plans. The Owner shall provide landscaping or fencing to screen the dog house from adjoining Lots as required by the ACC.

15. Drying of Clothes. No clothes lines or other apparatus for the drying of clothes shall be permitted in the yard of any Lot on a permanent basis.

16. Exterior Lighting. Any exterior lighting installed on a Lot shall either be indirect or of such controlled focus and intensity that the lighting will not disturb the owners of adjacent Lots. The light posts for any exterior yard lighting of a Lot shall be of a design which is harmonious with the style and architecture of the building on the Lot.

17. Miscellaneous.

(a) Antennae and Similar Devices. No wind-powered electric generators, exterior television or radio receiving or transmission antenna or satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot or building without prior written approval of the ACC. None of such which are visible shall exceed 36 inches in diameter. Satellite dishes of 36 inches or less shall be permitted only building in the most unobtrusive location, as that location is approved in writing by the ACC.

(b) Firewood. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the ACC.

(c) Solar Heating Devices. No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the ACC, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat or parallel to the plane of the roof are preferred but still must be approved by the ACC.

(d) Garbage. No garbage, refuse, rubbish, or cuttings shall be deposited on any street or road or on any Lot unless placed in a suitable sanitary container. No Lot shall be used or maintained as a dumping ground for rubbish, trash, leaves, lawn clippings, rocks or sanitary containers. This section shall not prohibit the construction and operation of a compost. There shall be no incinerator or similar equipment kept or used on any Lot.

(e) Storage of Building Materials. No building material of any kind or character shall be stored upon any Lot except in connection with construction approved by the ACC. Construction shall be promptly commenced and be diligently pursued as soon as any building materials are placed on any Lot.

(f) Yard Decorations. Front yard decorations, including wildlife reproductions, other than approved lighting, mailboxes, or seasonal decorations are prohibited.

18. Basketball Equipment. No basketball backboard, hoop, post and any other related equipment, whether portable or permanently affixed, shall be placed on any Lot except in such location as may be approved in writing by the ACC. No such equipment shall ever be placed, whether permanently or temporarily, adjacent to the street, in the street terrace or in the front yard of any Lot.

19. Play Equipment and Structures. No swing set or other play equipment or structure shall be installed on any Lot without the prior written approval of the ACC. Prior to any request the Owner shall obtain the approval or comments from any adjacent Lot Owners. Any such structure or equipment shall be set back at least 10 feet from each property line of the Lot.

## ARTICLE V USE RESTRICTIONS

1. Pets. No more than two domestic animals may be kept on any Lot. All animals shall be housed in the house or garage or an approved dog house. No free-standing kennels shall be allowed, except for approved dog houses as provided in Art. IV, §14. Commercial animal boarding, kenneling or treatment shall be prohibited, whether or not for a fee. No Owner may keep a dog whose barking creates a nuisance to neighbors. No animals having vicious propensities shall be kept on a Lot.

2. Parking. Parking of commercial or service vehicles, including lawn tractors, owned or operated by residents within the Lots shall be prohibited unless kept inside garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles on any Lots shall be prohibited except in garages. This section shall not prohibit the temporary parking of any vehicles for the purpose of loading or unloading at the Lot at which parked, for a period not to exceed twenty-four (24) hours. No cars or other vehicles shall be parked on lawns or yards within the Lots at any time.

Any cars or comparable motor vehicles owned or operated by residents of a Lot shall also be kept inside garages, except that the residents may park in driveways such vehicles which are in regular, daily use. For this purpose, a vehicle shall be considered in regular, daily use if the resident uses the vehicle for travel to and from the Lot at least once every 72 hours.

3. Appearance. Each Owner shall be responsible for maintaining the Lot and all structures located thereon in a neat appearance at all times. This covenant shall apply to all Lots from the date of purchase, regardless of whether a building has been or is in the process of construction. The Owner's obligation shall include, but is not limited to the

following:

(a) Noxious Weeds. All areas of Lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep the areas free from noxious weeds. All lawns shall be free from noxious weeds.

(b) General Upkeep. The Owner shall keep the Owner's Lot and its buildings and other improvements in good order and repair and free of debris, including, but not limited to, the pruning of all trees and shrubbery, the painting or other external care of all buildings and other improvements, and the tasks described in Art. IV, 6(e), all in a manner and with such frequency as is consistent with good property management.

(c) Trash. Trash containers shall be kept inside of garages and may be placed upon the curb only on days of trash collection. No garbage, refuse or cuttings shall be placed upon the curb unless in a suitable container.

4. Activities. No noxious or offensive trade or activity may be carried out on a Lot which will become a nuisance to the neighborhood or any other Lot within the Lots. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back or side yards, and shall be reviewed and approved by the ACC. No firearms shall be discharged on or about the Lots.

## ARTICLE VI SPECIAL PROVISIONS CONCERNING LOT 4

1. Because Lot 4 is a fully developed lot, considerably larger than the others and generally not visible to the other lots, except as provided below these Declarations shall not affect the Owner of Lot 4.

2. Notwithstanding Art. VI, sec. 1, no auxiliary structure shall be permitted within 15' of the lot line of lots 3 and 5 without approval of the ACC.

3. A fence may be constructed on Lot 4 for the purpose of enclosing pet dog(s). Any fence shall be no higher than 40" and shall be constructed of attractive maintenance free material with no less than 50% transparency. Any fence shall be subject to the approval of the ACC which shall not be unreasonably withheld.

4. In the event the existing home is removed or destroyed and a new home is proposed to be constructed then unless the new home and any auxiliary structures are 50' or more from the lot lines of Lots 3 and 5, the new home shall be subject to Art. II and Art. III.

## ARTICLE VII GENERAL PROVISIONS

1. Term. This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any of the Lots for a period of 30 years after this Declaration is recorded, after which time this Declaration shall automatically stand renewed for successive five year periods unless terminated as provided in Art. VI, §2.

2. Amendment

(a) Rights of Developer. While the Developer owns any Lot, the Developer by

its sole act shall have the right to terminate or amend this Declaration by an instrument signed by the Developer and recorded with the Register of Deeds.

(b) Owners' Rights. After the Developer ceases to own any Lot, the Owners, by the vote or consent of Owners owning two-thirds or more of the Lots then comprising the Lots, shall have the right to amend or terminate this Declaration by an instrument recorded with the Register of Deeds.

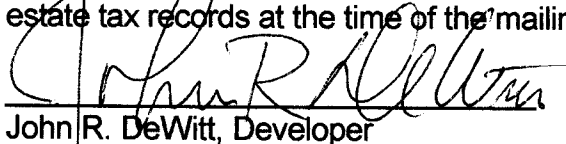
3. Invalidation. Invalidation of any one of the Covenants or any severable part of any Covenant by judgment or court order shall not affect any of the other Covenants, which shall remain in full force and effect.

4. Exculpation. Except as provided in Art III, §12(b), the ACC shall not be liable for damages to any person submitting a request for approval, or to any Owner, tenant, or mortgagee of any of the Lots or anyone else by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

5. Enforcement Actions. The Developer, the ACC and any Owner shall each have the right to sue for and obtain a prohibitive or mandatory injunction or any equitable remedy to prevent the breach of, or to enforce the observance of, this Declaration, in addition to the right to bring a legal action for damages. Any Owner who violates a provision of this Declaration shall be liable for reasonable attorneys' fees and court costs incurred in any such action. Any person violating any of these covenants or restrictions shall be liable for all costs of curing the violation.


6. Zoning. All Lots are further subject to the applicable zoning laws, ordinances and building codes. In case of any conflict, the more stringent requirement shall govern.

7. Notice. Any notice required to be sent to an Owner under this Declaration shall be deemed to have been properly given when mailed in the first class United States mail, postage prepaid, to the last known address of the Owner as given in the public real estate tax records at the time of the mailing.

  
John R. DeWitt, Developer

State of Wisconsin) S.S.  
County of Dane )

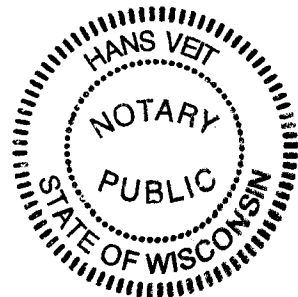
Subscribed and sworn to before me by John R. DeWitt this 15<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_, Notary Public, State of Wisconsin.  
Signature

  
\_\_\_\_\_  
Print name

My Commission is (permanent)(expires 9-18-2016).

This instrument drafted by John R. DeWitt., Owner/Broker



SPECIAL RESTRICTIONS  
CONCERNING STORMWATER  
CONTROL DEVICES

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**5096543**

09/08/2014 1:33 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 3

Concerning the following properties:

Lots 1,2,3 and 5,6 and 7  
Plat of White Oak Ridge  
City of Madison, Dane County, Wisconsin

I, John R. DeWitt, do hereby declare the aforesaid lots in White Oak Ridge to be subject to the attached Exhibit A, "Special Covenants and Restrictions Concerning Stormwater Control Devices."

Directed By:

Return To:

John R. DeWitt

5375 Mariners Cove Dr., #112


Madison, WI 53704

PIN: 251/0708-361-0915-2

underlying

Parcel Identification Number (PIN)

This is not homestead property.

  
John R. DeWitt

Date: Aug 15, 2014

State of Wisconsin) S.S.  
County of Dane )

Signed and sworn to before me this 15<sup>th</sup> day of August, 2014 by John R. DeWitt.



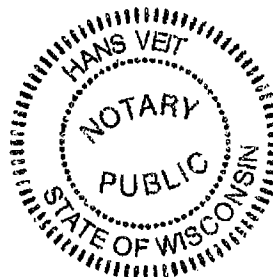
(signature)

Hans Voit

(print name)

(Seal, if any)

Notary Public, Dane County, Wisconsin  
My commission (is permanent) (expires 9-18-2016).



**EXHIBIT A**  
**SPECIAL COVENANTS REGARDING STORMWATER CONTROL DEVICES**  
**WHITE OAK RIDGE**  
**Madison, WI**

Whereas, White Oak Ridge (the "Subdivision") is a subdivision in the City of Madison, Dane County, Wisconsin owned by John R. DeWitt, "Declarant," and

Whereas, it is acknowledged that lots 1,2,3 and 5,6 and 7 (the "Lot" or "Lots") require special attention to manage stormwater run-off, and

Whereas, there is a recorded Declaration of Covenants and Restrictions (the "C&R's") affecting the lots in the Subdivision applicable to all of the lots therein and such general covenants and restrictions establish an architectural control committee (the "ACC") to review, approve, deny or conditionally approve any development upon any lot, including the siting of buildings, removal of trees and construction of structures upon lots in the Subdivision, including stormwater control devices, and

Whereas, these Special Covenants and Restrictions (the "SCRs") are independent of the general covenants and restrictions and shall run in favor of the owners of the Lots in the Subdivision (herein the "Owners" for these SCRs only) and the City of Madison, which has reviewed and approved these SCRs, and

Whereas, these SCRs do not affect Lot 4 of the Subdivision and Lot 4 is intentionally excluded as a beneficiary of these SCRs and as an obligor under these SRC's because the lot is already fully developed, and

Whereas, the Declarant has caused the mapping of the Subdivision including maps showing the permissible building envelope on each lot and has made reasonable efforts to mark the building envelopes on each lot, and

Whereas, it is the purpose of these SCRs to provide for the establishment of stormwater control devices on each lot, and

Whereas, it is the intention that such protection and promotion shall survive the construction period and to continue indefinitely:

NOW, THEREFORE, John R. DeWitt hereby declares Lots 1,2,3 and 5,6 and 7 subject to these Special Covenants and Restrictions as follow:

1. The above recitations are incorporated herein by reference.
2. The Owner of each of Lots 1,2,3 and 5,6 and 7 shall install rain gardens and such other stormwater control devices to manage stormwater run-off on-site.
3. The Owner shall include in its request to the ACC for plan approval a plan for stormwater control on the lot.
4. The Owner shall include in its application for a building permit a plan for controlling stormwater run-off, the adequacy of which shall be subject to review and approval by the City of Madison.
5. The adequacy of the stormwater management plan shall be managed and enforced as a condition of issuance of any building permit by the City of Madison and may also be enforced by the ACC under its general powers.

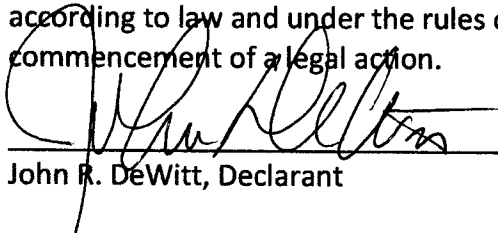


6. No owner may alter any approved stormwater control plan or structure without the express written consent of the City of Madison, Department of Engineering and the ACC.

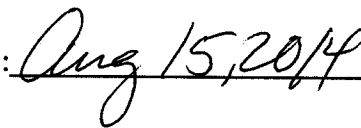
7. This provision may be enforced by the City of Madison in any manner permitted by law or equity and may be enforced by the ACC under the powers and authority set forth in the C&R's for White Oak Ridge.

8. Enforcement includes the power and authority to enter upon the Lot to establish or re-establish stormwater control devices to the satisfaction of the City of Madison.

9. Any Owner subject to enforcement shall pay the full costs of enforcement, including the cost of establishing or re-establishing stormwater control devices, attorneys' fees and all other reasonably related costs. Such costs may be assessed by the City against the property according to law and under the rules of the C&R's and shall be payable with or without the commencement of a legal action.

  
John R. DeWitt, Declarant

Date:



SPECIAL COVENANTS AND  
RESTRICTIONS TO PROMOTE  
PROTECTION OF TREES  
WHITE OAK RIDGE SUBDIVISION  
Madison, WI

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5096542**

09/08/2014 1:33 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 3

**IN RE:** Lots 1,2,3 and 5,6 and 7, White Oak Ridge, a subdivision in the City of Madison, Dane County, Wisconsin.

**Whereas,** White Oak Ridge (hereinafter the "Subdivision") is a subdivision in the City of Madison, Dane County, Wisconsin owned by John R. DeWitt, (hereinafter the "Declarant"), and

**Whereas,** the Subdivision is heavily wooded with deciduous trees and conifers, and

**Whereas,** it is deemed to be in the interest of the public and the common good, as well as to the buyers of lots in the Subdivision, to protect quality deciduous/ canopy trees to the extent possible, and

**Whereas,** the City of Madison's Plan Commission and Common Council required as a condition of approval of the rezoning and subdivision of the property on February 10 and February 25, 2014, respectively, the preparation of a tree preservation plan for the Subdivision, and

**Whereas,** the Declarant has had an environmental company survey the property and recommend the removal of all of the coniferous trees, diseased deciduous trees and undergrowth from the property to promote the health of the remaining deciduous trees, and

**Whereas,** the Declarant and the City have agreed that, due to the extensiveness of the tree cover present on the site, a full map of the location of all of the trees present on the site would be impractical but that thorough restrictions such as this Special Covenants and Restrictions (hereinafter the "SCR") could suffice to achieve the City's and Declarant's desires to preserve the deciduous/ canopy trees present in the Subdivision to the greatest extent possible, though it is acknowledged that many of the deciduous/ canopy trees will be removed in order to build on and develop the lots, and

**Whereas,** there are general covenants and restrictions affecting the lots in the Subdivision applicable to all of the lots therein and such general covenants and restrictions establish an architectural control committee (hereinafter the "ACC") to review, approve, deny or conditionally approve any development upon any lot, including the siting of buildings, removal of trees and construction of structures upon lots in the Subdivision, and

**Whereas,** this SCR is independent of the general covenants and restrictions and shall run in favor of the owners of Lots 1, 2, 3, 5, 6 and 7 (hereinafter the "Lots") in the Subdivision (hereinafter the "Owners" for these SCRs only) and the City of Madison, which has reviewed and approved these SCRs, and

Return To:

John R. DeWitt

5375 Mariners Cove Dr., #112

Madison, WI 53704

Parcel Identification Numbers:

251/0708-361-0915-2  
underlying

This is not homestead property.

SPECIAL COVENANTS AND  
RESTRICTIONS TO PROMOTE  
PROTECTION OF TREES  
WHITE OAK RIDGE SUBDIVISION  
Madison, WI

|                             |         |
|-----------------------------|---------|
| Recorded Electronically     |         |
| ID                          | 5096542 |
| County                      | Dane    |
| Date                        | 9-8-14  |
| Time                        | 1:33PM  |
| Simplifile.com 800.460.5857 |         |

**IN RE:** Lots 1,2,3 and 5,6 and 7, White Oak Ridge, a subdivision in the City of Madison, Dane County, Wisconsin.

**Whereas,** White Oak Ridge (hereinafter the "Subdivision") is a subdivision in the City of Madison, Dane County, Wisconsin owned by John R. DeWitt, (hereinafter the "Declarant"), and

**Whereas,** the Subdivision is heavily wooded with deciduous trees and conifers, and

**Whereas,** it is deemed to be in the interest of the public and the common good, as well as to the buyers of lots in the Subdivision, to protect quality deciduous/ canopy trees to the extent possible, and

**Whereas,** the City of Madison's Plan Commission and Common Council required as a condition of approval of the rezoning and subdivision of the property on February 10 and February 25, 2014, respectively, the preparation of a tree preservation plan for the Subdivision, and

**Whereas,** the Declarant has had an environmental company survey the property and recommend the removal of all of the coniferous trees, diseased deciduous trees and undergrowth from the property to promote the health of the remaining deciduous trees, and

**Whereas,** the Declarant and the City have agreed that, due to the extensiveness of the tree cover present on the site, a full map of the location of all of the trees present on the site would be impractical but that thorough restrictions such as this Special Covenants and Restrictions (hereinafter the "SCR") could suffice to achieve the City's and Declarant's desires to preserve the deciduous/ canopy trees present in the Subdivision to the greatest extent possible, though it is acknowledged that many of the deciduous/ canopy trees will be removed in order to build on and develop the lots, and

**Whereas,** there are general covenants and restrictions affecting the lots in the Subdivision applicable to all of the lots therein and such general covenants and restrictions establish an architectural control committee (hereinafter the "ACC") to review, approve, deny or conditionally approve any development upon any lot, including the siting of buildings, removal of trees and construction of structures upon lots in the Subdivision, and

**Whereas,** this SCR is independent of the general covenants and restrictions and shall run in favor of the owners of Lots 1, 2, 3, 5, 6 and 7 (hereinafter the "Lots") in the Subdivision (hereinafter the "Owners" for these SCRs only) and the City of Madison, which has reviewed and approved these SCRs, and

Return To:  
John R. DeWitt  
5375 Mariners Cove Dr., #112  
Madison, WI 53704

Parcel Identification Numbers:

251/0708-361-0915-2  
underlying

This is not homestead property.

**Whereas,** Lot 4 of the Subdivision is expressly excluded from this SCR due to the limited impact implementation of the Subdivision, including construction of Davenport Drive, is to have on said Lot 4, which at the time of this Declaration is already developed with a single-family residence and driveway, and

**Whereas,** the Declarant has caused the mapping of the Subdivision to include building envelopes on the Lots and has made reasonable efforts to mark the building envelopes on each lot, and

**Whereas,** it is the purpose of this SCR to promote the protection of existing trees and to promote the replacement of trees lost to construction, and

**Whereas,** it is the intention that such protection and promotion shall survive the construction period and to continue indefinitely:

**NOW, THEREFORE,** John R. DeWitt hereby declares that Lots 1, 2, 3, 5, 6 and 7 of the Subdivision shall be subject to these Special Covenants and Restrictions as follow:

1. The above recitations are incorporated herein by reference.
2. No deciduous tree may be removed from any lot without the express approval of the ACC. This restriction does not prohibit removal of conifers, shrubs and undergrowth.
3. The ACC has, with the advice of a licensed arborist, establish in writing general rules, guidelines and best practices (hereinafter the "Guidelines") for the removal or protection of trees and an objective mitigation standard for the replacement of deciduous trees approved for removal. All Owners acknowledge receipt of such Guidelines and may obtain a copy from Declarant.
4. All Owners, their builders, agents and assigns, shall attempt, in the siting of structures of any kind, including buildings, driveways, porches, patios and auxiliary structures, to avoid the removal of deciduous trees and where practicable adjust plans to save deciduous trees.

**5. GENERAL STANDARDS FOR ACC APPROVAL OF TREE REMOVALS.**

A. On or Outside Building Envelopes. In general, trees on or outside the building envelope shall not be removed unless to forbid removal would materially affect the use, cost or enjoyment of the proposed development and there appears to be no other reasonable alternative.

B. Within Building Envelopes. Within the building envelopes the Owner shall identify by number and species the deciduous trees requested to be removed. Prior to making any request for removal the Owner shall first attempt in good faith to save trees according to par. 4 above through site and building size selection.

C. Construction. During construction, trees that are not to be removed and which are in a zone likely to be impacted by construction activity shall be identified and a perimeter generally consistent with the drip line shall be marked or fenced so as to give readily apparent warning to contractors to avoid disturbing the enclosed area. If impact may not be practically avoided then the Owner shall take all such other precautions as may be possible or practicable to minimize the impact of construction. By way of example and not of exclusion, hand operated or smaller mechanized equipment may be required to be used which will lessen compaction around the root systems.

D. ACC Decisions. The ACC shall first refer to the Guidelines. The SCR shall be interpreted so as to give equal weight to the promotion of the purpose of the SCR and the reasonable interests and desires of

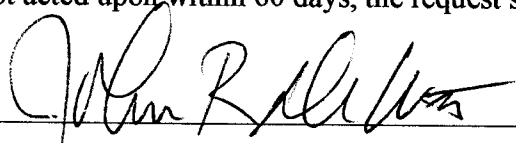
the Owners including building sizes, cost and uses. The ACC may approve, deny or conditionally approve any request to remove trees. Where reasonable the ACC may waive or modify general standards. However, if any general standard is not enforced, the ACC shall make a written finding based upon factual evidence why the standard should not be enforced.

E. Arbitration. If any Owner is aggrieved by an ACC decision the matter shall be subject to binding arbitration under terms agreed by the parties or, in the absence of agreement, under Wis. Stats. Chapter 788, "Arbitration."

6. The SRC may be enforced by the Declarant as long as Declarant controls the ACC. The Declarant may transfer ACC rights and responsibilities to a home owners association made up of all owners of the Lots with each owner having one vote for each lot owned at such time as the last new residence is constructed on the Lots.


7. The SRC shall continue for 99 years and future removal of trees shall be subject to the terms and conditions hereof.

8. Any modifications to the SRC or any release of same shall be approved by the Director of the City of Madison Planning Division or his/ her designee. The modification or release shall be consented to by all of the current owners of the Lots in the Subdivision, recorded in the office of the Dane County Register of Deeds, and shall specify the reasons for the modifications or release. The City may approve in writing the modification or release if same is consistent with the intent to preserve and promote the protection of deciduous/ canopy trees in this Subdivision. Such request shall be acted upon by the Director or his/ her designee within 60 days of the request being received in the office of the Director of the Planning Division. If not acted upon within 60 days, the request shall be approved.

By:   
John R. DeWitt

State of Wisconsin )  
 )ss.  
County of Dane )

Personally came before me this 28<sup>th</sup> day of August 2014 the above named John R. DeWitt known by me to be the person who executed the foregoing instrument and acknowledged the same.

  
Notary Public, State of Wisconsin

Nancy A. Presantis  
Type or print name

My Commission: 6-7-2015

Drafted by John R. DeWitt