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**DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS AND EASEMENTS
FOR LOTS 2-24 OF THE PLAT OF
FOX HILL ESTATES, VILLAGE OF DEFOREST,
DANE COUNTY, WISCONSIN**

Norski Dane, Inc., a Wisconsin corporation (the "Developer"), owner of the real estate in the Village of DeForest, Dane County, Wisconsin, which has been platted as Lots 2-24 of the Plat of Fox Hill Estates (the "Property"), hereby declares that the Property is 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:

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

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Parcel Identification Numbers

ARTICLE I.

Definitions

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

"Committee" shall refer to the Architectural Control Committee as formed under section 3.02.

"Developer" shall refer to Norski Dane, Inc., and its representatives, successors and assigns.

"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.

"Property" shall mean and refer to the real estate described as Lots 2-24 in the Plat of Fox Hill Estates, Village of DeForest, Dane County, Wisconsin. Outlots

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within Fox Hill Estates are not governed by this Declaration and are not part of the Property. Lot 1 within Fox Hill Estates is not governed by this Declaration and is not part of the Property; the Developer intends to record separate covenants with respect to Lot 1, the terms of which shall be determined by the Developer, and approved by the Village of DeForest.

ARTICLE II.

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 Village of DeForest, Dane County, Wisconsin, and shall be known as Lots 2-24 within the Plat of Fox Hill Estates, Village of DeForest, Dane County, Wisconsin.

ARTICLE III.

Architectural Control and Protective Covenants and Restrictions

Section 3.01 ARCHITECTURAL REVIEW

- (a) **General Provisions.** For all buildings to be erected or placed on any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings must be submitted to the Developer, or to the Architectural Control Committee when formed under section 3.02 below, for written approval as to appearance, the quality of workmanship and materials, harmony of exterior design, including exterior colors and materials, 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. In no event will any roof pitch of less than 6/12's pitch be approved by the Developer or the Committee. The Developer or the Architectural Control Committee may charge a reasonable plan review fee to cover the cost of plan review by the Developer or Committee or any consultants utilized by either of them. The Developer or the Committee may adopt requirements and criteria for a complete submission for approval by any lot owner and provide such information to the lot owner at the time of application in writing, and neither the Developer nor the Committee shall be required to act on any submission which is not complete under such requirements and criteria. No time periods for the original approval or any resubmission shall commence running unless a complete application has been submitted or resubmitted. All material changes to such plans must be resubmitted to, and approved by, the Developer or the Committee, whichever is then applicable. No building

permit for any new construction or alteration of the exterior of any building within the Property may be issued by the Village of DeForest without written approval of the plans for such work by the Developer or the Committee, whichever is then applicable.

(b) Specific Requirements.

1. General. The color and materials used for all exterior walls of any building shall be approved by the Developer or the Committee, including, but not limited to, the width, color and materials used for trim, soffits and fascia. The Developer or the Committee, whichever is then applicable, may require that brick, stone or other materials be added to the exterior of any exposed foundation on any building within the Property. All chimneys and all exterior flues shall be enclosed using brick, stone, stucco, cedar or the dominant material on the elevation most visible with the chimney. Brick chimneys shall be corbelled. Direct vent fireplaces shall be permitted, but must be enclosed and such enclosure must extend the entire length of the building. Fascia must be 10 inches minimum depth. Soffits may be wood or vinyl with appropriate detail. Roofing must be architectural-type textured fiberglass or asphalt shingles, wood shakes, tile, slate, standing beam or metal. Standard three-in-one shingles are not permitted. The color of the roofing material shall be approved by the Developer or the Committee. The desired color schemes and exterior materials must be submitted with the building plans for approval by the Developer or Architectural Control Committee. All porch and deck posts shall be a minimum of 6" in width or diameter. All decks and porches shall have railings on all exposed sides of the deck or porch. Any changes in the exterior materials or colors or other elements of any approved plans shall be pre-approved by the Developer or the Architectural Control Committee.

2. Single Family Housing Variety Standards. (1) **General.** No two single-family detached dwellings of similar front elevation or facade shall be repeated on any abutting lots or within 5 lots on either side of the street on which the dwellings front, or on any two lots which are directly across the street from one another. Front elevations or facades of the same floor plan shall be deemed to be similar when there is no substantial difference in roof lines; and no substantial change in windows of either size, location or type; and either no change in the color of materials used or no substantial change in the kind of materials.

(2) **Roof Lines.** The following differences in the roof lines of single-family detached dwellings as seen from the front of the dwelling shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be considered dissimilar:

- (i) Changing gable roofs to hip roofs.
- (ii) Providing an intersecting gable roof on the main gable roof, if the height of the intersecting roof is at least 50 percent of the height of the main roof.
- (iii) Providing an intersecting hip roof on the main hip roof, if the height of the intersecting hip roof is at least 50 percent of the height of the main roof.
- (iv) Providing a shed roof when used as a front porch roof for a minimum of 50 percent of the entire width of the house, excluding area of the garage.
- (v) If the front soffit is increased significantly and is combined with columns at least 6 inches in width or other architectural features of a similar magnitude which reach the roof line of the highest story.
- (vi) Rotating gable roofs 90 degrees on the building.
- (vii) On a tri-level residence or other building type that has 3 independent major roof areas, the changing of 2 out of 3 roof lines.

(3) Windows. The following differences in the size, location or type of windows shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar:

- (i) Changing from single windows to a multiple window arrangement.
- (ii) Changing from multiple window arrangement to single windows.
- (iii) Changing the type of windows (e.g., a casement to single hung).
- (iv) Providing a bay or bow window variation in the area of the predominant window.
- (v) Where, because of its size, location or design, one window is the predominant window on the front elevation or facade, if the size, location or type of that window is changed to render the dwelling dissimilar, then no other window need be changed.

(4) Construction Material or Color. The following differences in construction material between adjacent single-family detached dwellings as seen from the front of the dwellings shall be deemed sufficient to render buildings

containing such changes and built on adjacent lots to be dissimilar:

- (i) Changes of at least 25 percent in the exposure of horizontal siding.
- (ii) Brick facing.
- (iii) Stone facing.
- (iv) Stucco to board and trim.
- (v) When materials are changed, the change must occur throughout the front facade or elevation for a minimum of one story in height.
- (vi) Color change shall be made by significant changes in adjacent colors. The change must be one of color rather than merely of the shade.

(c) **Submission Requirements.** In addition to such other information which the Developer or Architectural Control Committee may request, each Owner shall submit the following to the Developer or the Architectural Control Committee, whichever is then applicable, in connection with any requested approval:

- I. Drawings of the proposed structure showing, the floor plans, elevations or all views of the structure;
- II. Descriptions of architectural specifications including exterior finishes, materials, colors, roofing types and lighting materials, and upon request of the Developer or Architectural Control Committee, samples of such materials;
- III. Landscape plans for the lots identifying proposed grades, areas of woods, lawn and garden areas and types of plantings and species;
- IV. Site plan showing all easements and setback requirements along with driveway location, structure locations, outdoor recreational equipment, and playground equipment, (including the location of basketball hoops); and
- V. Address for mailing the determination of the Developer or the Architectural Control Committee.

Section 3.02 ARCHITECTURAL CONTROL COMMITTEE

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 Fox Hill Estates 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 Fox Hill Estates Homeowners Association, Inc.

Section 3.03 APPROVAL OF BUILDERS

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.

Section 3.04 FUTURE ALTERATIONS

- (a) **General Provisions.** No alteration in the exterior appearance of existing buildings, including but not limited to, exterior remodeling and the construction of patios, decks, and swimming pools, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable.
- (b) **Fire or Casualty.** If all or any portion of a residence or other improvement within a lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof to rebuild, repair, or reconstruct such residence or other improvement in a manner which will restore it to an appearance and condition which fully conforms with the requirements of this Declaration. Reconstruction shall be undertaken no later than six (6) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs. Plans and specifications for rebuilding must be submitted to the Developer or Committee and approved in writing prior to rebuilding as if initial construction. If a residence or other improvement is damaged to such an extent that it is impractical to rebuild, repair or reconstruct, the Owner may demolish the same provided that the lot is left in a neat and aesthetically pleasing condition which meets all other requirements of these covenants, restrictions and conditions. Said

demolition, if elected, shall be completed no later than six (6) months after the damage occurs.

Section 3.05 EXISTING VEGETATION

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.

Section 3.06 MINIMUM ELEVATIONS

- (a) **Minimum Basement Opening Elevations.** The minimum basement opening elevations for each residence located on a lot shall be established in accordance with the table attached hereto as Exhibit A for Lots 2-24, which Exhibit A is incorporated herein by reference. All plans submitted to the Developer or Committee for approval of plans for a residence on any lot shall show clearly the lowest basement opening elevation thereon, and the Developer or Committee may reject any plans not clearly establishing the lowest basement opening elevation on such plans or otherwise failing to conform to these restrictions.
- (b) **Minimum Finished Grade Elevations.** The finished grade elevation of each lot shall be shown on all plans submitted to the Developer or Committee for approval. The Developer or Committee may reject any plans which do not clearly establish the finished grade elevation of the lot on such plans, or which establish an elevation which is not appropriate given the groundwater levels in or near the lot or other circumstances which indicate that such elevations are not prudent. The lot shall conform to such approved plans when the residence is constructed thereon. The finished grade elevation of any lot approved by the Developer or Committee may not thereafter be changed without the approval of the Developer or Committee.
- (c) **Certification.** At such time as the construction of the residence on any lot is completed, the Owner of such lot shall obtain from a registered land surveyor a certification that the minimum basement floor elevation of such residence conforms to the approved plans under (a) above, and that the finished grade elevations on such lot conform to the approved elevations under (b) above.
- (d) **Grading.** The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. A copy of all site, grading and landscaping plans shall be kept by the Developer or the

Committee for the benefit of other purchasers in planning their individual elevations. 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.

Section 3.07 BUILDING LIMITATIONS AND REQUIREMENTS

- (a) **Use and Minimum Size Requirements.** There shall be only one single-family residence constructed within each lot which shall at all times be used for single-family residential purposes only. Nothing herein shall prohibit the Developer from continuing existing agricultural activities and uses within the Property until a lot is developed. The following minimum floor area requirements shall apply to all residences erected within a lot subject to this Declaration:
- I. **Single Story.** No single story (ranch type) residence shall have less than 1,400 square feet of floor area on the main level.
 - II. **One and One-Half Stories.** No one and one-half story residence shall have less than 1,400 square feet of floor area, with a minimum of 800 square feet of floor area on the main (first floor) level.
 - III. **Two or Two and One-Half Stories.** No two or two and one-half story residence shall have less than 1,600 square feet of floor area, with a minimum of 800 square feet of floor area on the main (first floor) level.
 - IV. **Height Limit.** The height of a residence shall not exceed the maximum vertical dimension allowed by Village of DeForest Zoning Ordinance.
 - V. **Waiver of Minimum Square Footage Requirement.** The Developer may waive the minimum square footage requirements under (I), (II) and (III) above on a lot-by-lot basis, if the Developer believes that the overall architecture of the house satisfies the standards of section 3.01 hereof, but no such waiver shall be effective unless it is approved by the Village Zoning Administrator in writing (or other staff person designated by the Village from time-to-time), which approval shall not be unreasonably withheld by the Village. If the Village does not approve or reject any such approval request within 10 days after a request is received by the Village in writing from

Developer, to include the proposed site plan for the lot drawn to scale and the elevations of all sides of the proposed residence, then the request for approval by the Village shall be deemed granted by the Village.

- (b) **Definitions.** For the purposes of determining floor area, stair openings shall be included, but basements, regardless of whether finished in whole or part, open porches, screened porches, and attached garages shall be excluded. A main level is defined as a level that is totally above the finished grade of the Lot.
- (c) **Setbacks.** The lots within the Property shall comply with the setback requirements under the Village of DeForest Zoning Ordinance. All plans submitted to the Developer or the Committee for approval shall show the location of all principal and accessory buildings on any lot and such plans shall conform to the setback restrictions in the Village of DeForest Zoning Ordinance. The Developer or the Committee may reject any plans which are submitted which show the location of any principal or accessory building on any lots subject to this paragraph which are located within the prohibited area under such zoning ordinance.

Section 3.08 DRIVEWAYS AND GARAGES

- (a) **Driveways.** All residences must have driveways and all driveways must be paved with concrete. The location, composition and dimension of the driveway must be included as part of the plans and specifications submitted to the Developer or Committee, and must be approved in writing by the Developer or Committee. Driveways shall be located and constructed to minimize loss of desirable trees. The driveway shall be completed within eight (8) months of the issuance of the building permit. Maximum driveway opening at property line and curb line shall be per the Village of DeForest Zoning Ordinance.
- (b) **Garages.** All residences must have garage space for at least two (2), but not more than four (4) (for 4-car garages, tandem stalls are encouraged), automobiles or other vehicles, be a minimum of four hundred eighty (480) square feet in floor area, and be enclosed. Garages shall be directly attached or connected to the residence. Carports, which are defined as garages not enclosed on all four (4) sides, are prohibited. Side load garages are allowable and encouraged throughout the Property. All garage doors facing a street shall have doors with windows and a wood grain or other features to enhance the look of the door. Except for side loading garages, which shall not be limited by this sentence, the width of the garage facing a public street shall be limited to no more than 50% of the

overall width of the front façade, unless one or more garage stalls is recessed behind the front façade by at least 5 feet.

Section 3.09 BUILDINGS CONSTRUCTED ELSEWHERE

No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction which has been approved by the Developer or the Committee, whichever is then applicable, in their discretion.

Section 3.10 PETS

No more than three (3) domestic animals (of which no more than two (2) may be dogs) may be kept on any lot subject to this Declaration. All animals must be housed within the principal structure and no external kennels shall be allowed. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. No person may keep a dog within the Property whose barking creates a nuisance to neighbors. No animal having vicious propensities shall be kept or maintained either inside or outside the principal dwelling.

Section 3.11 ACCESSORY BUILDINGS AND STRUCTURES; UTILITIES

Accessory buildings or structures, including, but not limited to, storage sheds and detached garages, are expressly prohibited within the Property, except for storage buildings associated with outdoor, in-ground swimming pools, which must be expressly approved by the Developer or the Committee, whichever is then applicable. All swimming pools, whether above or in ground, are prohibited, except for in-ground pools that are expressly approved by the Developer or the Committee. This prohibition shall not apply to temporary toddler pools with sidewalls not exceeding two (2) feet in height. All permanent utilities, including without limitation, natural gas, electric, cable and telephone, shall be underground, except for customary ground-mounted pedestals and transformer boxes for local service. Poles, wires, or other above ground utility service distribution facilities may be temporarily installed during the construction or repair of the underground utility cables and facilities. Where reasonably possible, all utility meters and boxes located on the exterior of a residence shall be concealed from view from the public street.

Section 3.12 MAILBOXES

To provide continuity throughout the Property, each Owner shall purchase from Developer at Developer's cost, a mailbox, newspaper tube, and post, individually or in a cluster arrangement, to be installed and maintained on or near

the Owner's lot to the extent permitted by and subject to U. S. Postal Service regulations.

Section 3.13 TEMPORARY BUILDINGS

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.

Section 3.14 PARKING

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, snowmobiles, all terrain vehicles, 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.

Section 3.15 LOT MAINTENANCE.

All areas of lots 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, except for areas in agricultural production by Developer. The Owner shall keep each lot, 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. The Owner's obligation under this section with respect to maintenance shall apply to the street terrace, ditch areas and any stormwater easements on or abutting the Owner's Lot, along with the entire Lot itself, but shall not include any public path or trail on or adjoining the Lot.

Section 3.16 TIME DEADLINES

Construction of all buildings, including exterior finishes, shall be completed within nine (9) months after issuance of a building permit for the respective building, except that such time may be extended, in writing, by the Developer or Committee for good cause shown. 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. Landscaping (including grading, walkways, sodding, and seeding) shall be completed within ninety (90) days after substantial completion of the exterior construction of the residence, provided weather conditions so allow. If weather conditions do not allow, such time shall be extended until such time as weather conditions do allow.

Section 3.17 FENCES; SATELLITE DISHES; LIGHTING.

- (a) **Fences and Dishes.** No fence or enclosure may be constructed on any Lot, except decorative or ornamental landscape fencing and in-ground swimming pool fencing, which shall be approved by the Developer or Committee in advance of installation in the sole judgment and discretion of the Developer or Committee. Any fencing shall be placed no closer than one (1) foot from a property line. Except to the extent preempted by federal law, no satellite signal receiving station or dish may be placed on any lot, except that each lot is allowed satellite dishes the diameter of which is one meter or smaller, if placed in an architecturally attractive location. The dishes shall be placed on the lot so as to make it as non-visible as reasonably possible from any abutting public street. Placement of the dish shall be approved in writing by the Developer or Committee prior to installation, unless preempted by federal law. Exterior lighting on any lot shall be of such focus and intensity so that the residents of adjacent lots shall not be disturbed.
- (b) **Other Limitations.** Except to the extent preempted by federal or state law, no exterior antennas, satellite dishes, solar panels, wind mills or, 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.

Section 3.18 OFFENSIVE ACTIVITIES

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, including but not limited to, loud or unreasonable noise. 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 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 open burning or burning barrels shall be allowed on any lot. Trash containers must be stored in or behind garages and may be placed

at the driveway or street only on days of trash collection. No hunting shall be allowed within the Property. Screened composting facilities may be maintained only with the approval of the Developer or the Committee. No clotheslines or clothes drying apparatus shall be permanently installed on any lot outside of any building. All garage doors shall be closed when the garage is not being actively used.

Section 3.19 GRADE CHANGES TO UTILITY EASEMENTS

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.

Section 3.20 RE-DIVISION OF LOTS

No lot as platted shall be resubdivided without the approval of the Village of DeForest. No boundary line within the Property shall be changed, except with the approval of the Developer or the Committee (and the Village), 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.

Section 3.21 SIGNS

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, (b) signs erected by Developer advertising lots within the Property for sale, and (c) monument signs at the plat entrance(s) identifying the plat.

Section 3.22 ZONING COMPLIANCE

All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all setback requirements imposed by Village ordinance. The Developer or the Committee, whichever is then applicable, shall have the right to change the setback requirements for new construction within the Property from time-to-time, in their sole discretion, but such requirements shall never be less than the then applicable governmental zoning requirements or local ordinances.

Section 3.23 STORMWATER MANAGEMENT FACILITIES; WATER CONSERVATION REQUIREMENTS

- (a) No Owner of any lot, nor any tenant, contractor, agent, invitee, or other user or occupant thereof, on which any stormwater easement is located on the recorded Plat of Fox Hill Estates shall do or permit any of the following within any such recorded stormwater easement at any time, without the written approval of the Village of DeForest: (1) alteration, grading or other improvement within such stormwater easement, including, but not limited to, the placing of decks, porches, outbuildings, storage buildings, play structures, accessory structures, permanent play equipment, signage (other than signage installed by the Developer or the Village of DeForest), swimming pools, fences, gardens, landscaping (other than grass), trees, shrubs or bushes; (2) placing or leaving any personal property within any such recorded stormwater easement at any time, including, but not limited to, lawn furniture, movable play equipment or lawn or garden ornaments or accessories; (3) obstructing, hindering or interfering in any way with the maintenance or inspection of any such recorded stormwater easement by the Association, the Village of DeForest or Developer at any time; or (4) moving, removing, altering, or damaging any property monuments or stakes placed by a surveyor to identify the boundaries of any recorded stormwater easement or any signage placed by the Developer, the Association or the Village of DeForest within such recorded stormwater easement.**
- (b) 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.**
- (c) In order to provide for a high level of water conservation and stormwater infiltration within the Property, each Lot within the Property shall be required to comply with the following water conservation and stormwater infiltration requirements, unless a waiver is approved by the Village of DeForest:**

 - (i) Each landscape plan shall include a planting and mulching scheme that emphasizes shade and cover to ground surface areas and the principal building, and provides for native and drought-resistant landscaping that does not require regular watering after initial establishment.**

(ii) Each Lot Owner shall deep till or chisel-plow all disturbed areas beyond the street and building footprints to promote infiltration of stormwater, prior to the installation of landscaping, with the use of appropriate compost where necessary.

(iii) All downspouts and downspout extenders shall drain into a permeable area, such as grass or a planting bed within each Lot.

(iv) Where practical, watering of vegetation shall be limited to before 10:00 a.m. or after 5 p.m. local time, and watering on an automatic cycle or schedule, without regard to rainfall, is discouraged.

(v) Each Lot shall incorporate and maintain at least two of the following techniques designed to conserve use of potable water and/or infiltrate stormwater:

- a. Water collection facilities like rain barrels, cisterns, and underground storage facilities to enable later reuse of water for irrigation.
- b. Rain garden and/or bio-infiltration basin.
- c. Pervious pavement within driveways.
- d. Toilets that use not more than 1.2 gallons per flush.
- e. Flow restrictors, aerators, self-closers and/or other conservation devices on all faucets.
- f. Installation of Energy Star rated dishwasher and clothes washing machine.
- g. Greywater systems to deliver reusable water for cooling, washing, and watering landscapes (contact County Health Department for range of permissibility).

Section 3.24 LANDSCAPING

- (a) **Plan Approval.** Grading and landscaping plans must be submitted to the Developer or Committee for approval prior to the start of construction. The elevation of a lot may not be changed so as to materially affect the surface elevation or grade or water drainage to or from any adjacent lot, ditch or storm water conveyance area.
- (b) **Objectionable Trees.** No objectionable trees or shrubbery including, but not limited to, cottonwood, box elder, American elm, American ash trees, or

other trees prohibited under the Village of DeForest subdivision ordinance, shall be planted on any lot. The Owner shall remove dead or diseased trees from the lot.

(c) **General Requirements.** The following landscaping requirements apply to all lots within the Property:

- I. All yards must be either (i) sodded or (ii) seeded and fertilized, including street terraces.
- II. 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 the premises is prohibited without approval of the Developer or the Committee, whichever is then applicable.
- III. The landscaping plan for each lot shall achieve a minimum of 500 landscaping points as determined by the following point schedule in order to be approved by the Developer or the Committee:

Canopy tree (2"-3" caliper at 18 inches)	75 pts.
Canopy tree (3"-4" caliper at 18 inches)	100 pts.
Canopy tree (greater than 4" at 18 inches)	150 pts.
Canopy tree or small tree (1-11/2" caliper at 18 inches)	50 pts.
Evergreen tree (4 to 6 feet in height)	25 pts.
Large deciduous tree (3-year transplant — 36" mm.)	10 pts.
Small deciduous tree (3-year transplant — 18" mm.)	5 pts.
Evergreen shrub (3-year transplant — 24" mm.)	5 pts.

Section 3.25 ASSIGNMENT OF RIGHTS

The Developer, after a period of ten (10) years from the date of recording the final plat or after seventy-five percent (75%) of the lots within the Property 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.

Section 3.26 TERM

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 Plat is recorded, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 3.27 below. If any person, or his heirs,

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, the Village of DeForest 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.

Section 3.27 RELEASE OR WAIVER

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 alone, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided, or no longer owns any lots within the Property, then by an instrument in writing signed by the Owners of a majority of the lots subject to this Declaration, except that Village of DeForest written consent shall be required with respect to any such action with respect to the following sections only: 3.01(b)2(Housing Variety), 3.06, 3.07, 3.19, 3.22, 3.23, 3.24, 3.26, 3.27, and 3.33.

Section 3.28 INVALIDITY; GOVERNING LAW

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. This Declaration shall be governed by and construed under the laws of the state of Wisconsin, without regard to conflict of laws rules.

Section 3.29 APPROVAL DEADLINE

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 or resubmitted to the approving authority in writing in a complete submission, then such approval shall not be required in that instance.

Section 3.30 STANDARDS

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.

Section 3.31 NO LIABILITY

The Developer, the Committee and the Village of DeForest 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 any other matter, including any loss arising out of the negligence of the Developer or Committee.

Section 3.32 REMEDIES

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 the Village of DeForest 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.

Section 3.33 REPURCHASE OPTION

On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within two (2) years 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 two (2) 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 the conveyance occurs being prorated as of the date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

Section 3.34 OUTLOTS; NOTICE TO OWNERS

- (a) **Use of Outlots.** Outlots 1-3 within the Plat are owned and controlled by the Village of DeForest, and their use is subject to the control of the Village of DeForest.
- (b) **Notice to Lot Owners.** Owners and residents within the plat are hereby advised that Lot 1 within the Plat may be used for multi-family residential development, and that those portions of the Plat (other than Lots 1-24 and Outlots 1-3) will be developed in the future by Developer or its successors and assigns, which could include, but are not limited to, commercial, business, agricultural or residential uses, and the balance of the Plat may be further divided in the future into multiple lots by means of a replat or certified survey maps. Owners and residents within Fox Hill Estates are further hereby advised that Lots 1-24, along with the balance of the Plat (other than Outlots 1-3) will continue to be used for existing agricultural uses until developed, e.g. continued row crop production, which may involve dust, noise, odors, night operations, operation of heavy equipment and spraying or spreading of agricultural chemicals or fertilizers.

ARTICLE IV.

Fox Hill Estates Homeowners Association, Inc.

Section 4.01 DEFINITIONS

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

"Association" shall mean and refer to Fox Hill Estates Homeowners Association, Inc., its successors and assigns.

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

"Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for Lots 2-24 of the Plat of Fox Hill Estates, Village of DeForest, Dane County, Wisconsin, as it may from time-to-time be amended.

Section 4.02 ASSOCIATION MEMBERSHIP AND BOARD OF DIRECTORS

- (a) **Members.** The Owner of each one of Lots 2-24 within the Plat of Fox Hill Estates, Village of DeForest, 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.
- (b) **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.

Section 4.03 COMMON AREAS; ENTRANCE SIGN

- (a) **Acquisition of Common Areas.** The Association may take title from time-to-time to real property or easements for real property within the Plat of Fox Hill Estates, Village of DeForest, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members, and location(s) for plat entrance signage. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon. The Association shall establish rules and regulations for the management and use of such facilities.
- (b) **Obligations of Association.** The Association shall have the duty to maintain common areas 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.
- (c) **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.
- (d) **Entrance Sign.** The Association shall maintain in good order and repair any entrance sign(s) to the Plat of Fox Hill Estates, at the expense of the

Association. The Village of DeForest has no responsibility for maintenance of any entrance sign or area around such sign.

Section 4.04 ASSESSMENTS

- (a) **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.
- (b) **Creation of Assessments.** Assessments shall be determined, established and collected each year, starting with calendar year 2017, in the following manner:
- I. **Budget.** In December of each year starting in December 2015, 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, 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.
 - II. **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).

- III. **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.
- IV. **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.
- V. **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.

Section 4.05 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 Plat of Fox Hill Estates is 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 4.06 below.

Section 4.06 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.

Section 4.07 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 4th day of January, 2016.

NORSKI DANE, INC.

By:


Steven D. Pederson, President

By:

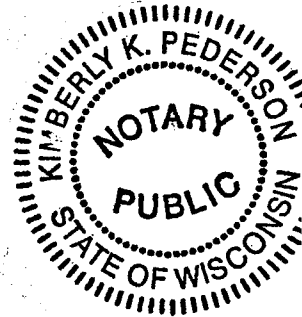

Dwight E. Ziegler, Executive Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 4th day of January, 2016, before me, a Notary Public, personally appeared Steven D. Pederson and Dwight E. Ziegler, as President and Executive Vice President, respectively, of Norski Dane, Inc., to me known, who being by me duly sworn, did depose and say that they executed said document on behalf of Norski Dane, Inc.



Kimberly K Pederson
Dane County
Notary Public, State of Wisconsin
My Commission: 03/20/2018



DECLARATION AND CONSENT OF LAND CONTRACT VENDOR

The undersigned, Norski Development Corp., declares, consents to and subordinates its interest as vendor under any land contract with respect to the Property to the terms and provisions of this Declaration this 4th day of January, 2016.

NORSKI DEVELOPMENT CORP.

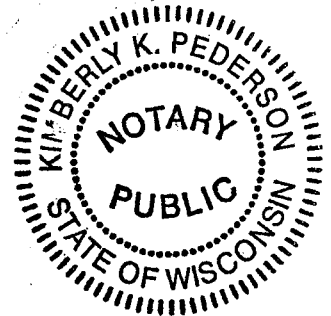
By: Steven D. Pederson
Steven D. Pederson, President

By: Dwight E. Ziegler
Dwight E. Ziegler, Executive Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 4th day of January, 2016, before me, a Notary Public, personally appeared Steven D. Pederson and Dwight E. Ziegler, being President and Executive Vice President, respectively, of Norski Development Corp., to me known, who being by me duly sworn, did depose and say that they executed said document on behalf of Norski Development Corp.

Kimberly K Pederson
Dane County
Notary Public, State of Wisconsin
My Commission: 03/20/2018



CONSENT OF MORTGAGEE

The undersigned, Wisconsin River Bank, consents to and subordinates the liens of any mortgages or assignments of land contracts on the Property to the terms and provisions of this Declaration this 4th day of January, 2016.

WISCONSIN RIVER BANK

By: Richard T. Arneson
Name/Title: Pres & CEO

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

On this 5th day of January, 2016, before me, a Notary Public, personally appeared Richard T. Arneson, being President/CEO of Wisconsin River Bank, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Wisconsin River Bank.

Terril L. Johnson
Notary Public, State of Wisconsin
My Commission: Expires 3/12/17
This instrument drafted by
Michael J. Lawton.

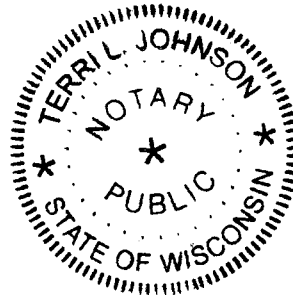


EXHIBIT A

TABLE OF MINIMUM BASEMENT OPENING ELEVATIONS

Certain lots within the Property have minimum basement opening elevations established pursuant to this Declaration. A table of such minimum basement opening elevations for the lots listed thereon is set forth below. These minimum basement opening elevations set forth below are expressed in a number of feet above sea level, using the same system as the elevation of the plat was determined by the surveyor. All of the minimum basement opening elevations designated below are incorporated by reference herein and made a part of this Declaration and shall be binding on each owner of the lots so designated and their heirs, personal representatives, successors and assigns.

FOX HILLS ESTATES - PHASE 1 LOWEST OPENING ELEVATION

LOT NUMBER	LOWEST OPENING ELEVATION
LOT 1 - PHASE 1	939
LOT 2 - PHASE 1	944.5
LOT 3 - PHASE 1	942.5
LOT 4 - PHASE 1	939.5
LOT 5 - PHASE 1	939
LOT 6 - PHASE 1	939
LOT 7 - PHASE 1	939
LOT 8 - PHASE 1	939.5
LOT 9 - PHASE 1	940
LOT 10 - PHASE 1	940.5
LOT 11 - PHASE 1	941
LOT 12 - PHASE 1	947.5
LOT 13 - PHASE 1	947
LOT 14 - PHASE 1	947
LOT 15 - PHASE 1	947
LOT 16 - PHASE 1	948
LOT 17 - PHASE 1	949
LOT 18 - PHASE 1	950
LOT 19 - PHASE 1	949
LOT 20 - PHASE 1	948.5
LOT 21 - PHASE 1	948
LOT 22 - PHASE 1	943.5
LOT 23 - PHASE 1	938.5
LOT 24 - PHASE 1	938.5