

DECLARATION OF COVENANTS, RESTRICTIONS
AND CONDITIONS FOR THE PLAT OF
SAUK CREEK, CITY OF MADISON,
DANE COUNTY, WISCONSIN

ANCHOR REAL ESTATE SERVICES, INC., a Wisconsin corporation, and SAUK CREEK DEVELOPMENT CORPORATION, a Wisconsin corporation, doing business as ANCHOR SAUK CREEK JOINT VENTURE (the "Developer"), owner of the real estate in the City of Madison, Dane County, Wisconsin, which has been platted as the plat of Sauk Creek (the "Plat") hereby declares that all of the lots in the Plat (except Lot 1 which has been dedicated to the public for park purposes and Greenway O.L. 1 which has been dedicated to the public for greenway and park purposes) be and the same hereby are subject to the following restrictions, covenants and conditions:

1. For all buildings erected or placed on any lot subject to this declaration, the plans, specifications, and site plans must be submitted to the Developer, or the Developer's duly authorized agent, or the Developer's successors and assigns, for written approval as to quality of workmanship and materials, harmony of exterior design including exterior colors, size, location with respect to topography, and finish grade elevation, prior to commencement of any construction on any lot.

After the Developer ceases to have any title to any lot subject to this declaration, the plans, specifications, and site plans must be submitted to a committee of three persons, elected by a majority of persons holding title to any lot or lots subject to this declaration, for approval in writing by a majority of said committee as to all of the items enumerated in the preceding paragraph. The election of said committee (the "Architectural Control Committee") shall be held annually on the second Monday in January of each year at a site selected by the Developer or the previous committee. Vacancies created between elections shall be filled by the remainder of the Architectural Control Committee.

In the event the Developer or the Architectural Control Committee, whichever is then applicable, does not approve or reject such plans, specifications and site plans within fifteen (15) days after the same have been submitted to the approving authority, then such approval shall not be required in that instance.

2. 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 Architectural Control Committee, whichever is then applicable, prior to commencement of construction.

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The approval of the Developer or the Architectural Control 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 residential homes.

3. 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 Architectural Control Committee, whichever is then applicable.

4. 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 Architectural Control Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer or the Architectural Control Committee may require the replanting or replacement of same, the cost thereof to be borne by the lot owner.

5. 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 plot plans shall be kept by the Developer or the Architectural Control Committee for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either the Developer or the Architectural Control Committee, whichever is then applicable, or any adjacent neighbor within the Plat a cause of action against the person violating such grading plan. No earth, rock, gravel or clay shall be excavated or removed without the approval of the Developer or the Architectural Control Committee.

6. The Developer, after a period of ten (10) years from the date of recording of the final Plat or after seventy-five percent (75%) of the lots in the Plat have been sold, whichever occurs first, may elect to assign all of the Developer's right to approve all of the items listed in paragraphs 1 through 5 above to the Architectural Control Committee.

7. Lots 12 through 20 and Lots 26 through 61 in the Plat shall be used only for single family residential purposes. Lots 21 through 25 in the Plat shall be used for single family residential purposes or, at the sole option of the Developer (which option may not be assigned to the Architectural Control

Committee or any other person or entity), may be used for two-family residential purposes. Such option of the Developer may only be exercised prior to the Developer assigning rights to the Architectural Control Committee pursuant to Section 6 above. Persons acquiring title to any of said lots within the Plat specifically waive any rights to object to the development of the Sauk Creek Condominium to the North and East of the Plat.

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

- a. No single story building shall have less than 1,800 square feet;
- b. No two-story building shall have less than 2,300 square feet;
- c. No raised ranch, bi-level, or tri-level building shall have less than 1,800 square feet on the main level;
- d. The above minimum requirements may be waived by the Developer or the Architectural Control Committee, whichever is then applicable, in the event the proposed architecture and quality of the house is such as to present an appearance compatible with other houses in the Plat.

The following minimum floor area requirements shall apply to all two-family residential buildings erected on any of Lots 21, 22, 23, 24 or 25 in the Plat pursuant to Section 7 hereof:

- a. No single story building shall have less than 2,000 square feet in the building, nor less than 1,000 square feet in either unit in the building;
- b. No two-story building shall have less than 2,500 square feet in the building, nor less than 1,200 square feet in either unit in the building;
- c. No raised ranch, bi-level, or tri-level building shall have less than 2,000 square feet on the main level of the building, nor less than 1,000 square feet on the main level in either unit in the building.

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

9. All single family residential buildings must have an attached garage and such garage must contain not less than two (2) nor more than three (3) automobile garage stalls. All two-family residential buildings must have a garage attached to each unit and each such garage must contain not less than one (1) nor more than two (2) automobile garage stalls.

10. 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 Architectural Control Committee, as previously set forth.

11. All driveways must be paved or concrete. No more than two (2) domestic animals may be kept on any lot subject to this declaration, with no more than one (1) domestic animal being kept by any one family residing in one unit of a two-family residential building. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not. Accessory buildings are expressly prohibited except where approved in writing in advance by the Developer or Architectural Control Committee, whichever is then applicable. Landscape planting and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. Where public sidewalks exist, it is the responsibility of the abutting lot owner to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction.

12. 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.

13. Parking of service vehicles owned or operated by residents of homes is prohibited unless such vehicles are kept in garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles is prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns or yards at any time.

14. All areas of lots not used as a building site or lawn or under cultivation as a garden shall have cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. The lot owner shall be responsible for maintaining the lot in a neat appearance. Except for wooded lots left in natural

state, the owner shall mow the lot at least four (4) times annually. This paragraph shall not be construed to prevent a family garden or orchard.

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

16. Construction of all buildings shall be completed within six (6) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) shall be completed within ninety (90) 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.

17. No exterior antennas, satellite disks, solar panels, walls or fences shall be permitted unless approved in writing in advance by the Developer or the Architectural Control Committee, whichever is then applicable, as to location, material, height and color.

18. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood. This shall not be construed to prevent a vegetable garden or orchard, provided that all vegetable gardens and orchards shall be located in back or side yards.

19. The owner of any lot subject to this declaration shall not change the elevation of the utility easement in excess of six (6) inches without the permission of Madison Gas and Electric Company and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six (6) inches.

20. This declaration shall run with the land and shall be binding on all persons having an interest in the Plat for a period of twenty-five (25) years after the Plat is recorded, after which time this declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 23 below. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained herein while this

declaration is effective, any person or persons owning any lot or lots in the Plat shall have standing to bring proceedings at law or 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.

21. No lot as platted shall be resubdivided. This covenant shall not be construed to prevent the use of one lot and part or all of another lot or lots as one building site.

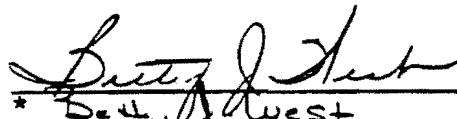
22. No signs of any type shall be displayed to public view on any lot without the prior consent of the Developer or the Architectural Control Committee, whichever is then applicable, except lawn signs of not more than four (4) square feet in size advertising property for sale.

23. These restrictions 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 any instrument signed by the Developer and the owners of one-half of the lots subject to this declaration, in assessed value according to the last tax roll, or if the Developer has released or assigned the Developer's rights under this declaration, as above provided, then by an instrument in writing signed by the owners of one-half of the lots subject to this declaration, in assessed value according to the last tax roll.

24. All buildings constructed on any lot subject to this declaration shall conform to all governmental zoning requirements and all side-yard and set-back requirements imposed by local ordinance. The Developer or the Architectural Control Committee, whichever is then applicable, shall have the right to change the side-yard and set-back requirements for new construction within the Plat from time to time at their sole discretion.

25. 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.

depose and say that they are the President and Secretary, respectively, of Sauk Creek Development Corporation, a Wisconsin corporation, described in the foregoing instrument and which executed the foregoing instrument and that they are authorized to execute said document on behalf of said Sauk Creek Development Corporation as such officers.



Brett J. West
Notary Public, Dane County, Wis.
My Commission ~~(is)~~ (expires): 9/8/95

[NOTARIAL SEAL]

This instrument was drafted by and, after recording, should be returned to, Steven V. Ponto of Foley & Lardner, One South Pinckney Street, Post Office Box 1497, Madison, Wisconsin 53701.

DECLARATION OF
CONDITIONS AND COVENANTS
FOR PLAT OF

NO. 6744 PAGE 71

SAUK CREEK

City of Madison, Dane County, Wisconsin

WHEREAS, Sauk Creek Development Corporation
owner of the plat known as Sauk Creek
recorded in Volume 44 of Plats on page(s) 70, in the Dane
County Register of Deeds Office, will be benefitted through the
installation by the City of Madison of street trees and street
lighting within the public right-of-way for all lots included
in said plat.

NOW THEREFORE, the undersigned owner, hereby declares and
provides that all lots in said plat in the City of Madison are
subject to conditions and covenants as follows:

1. That the owner concurs with the City of Madison's policy to promote and enhance the beauty and general welfare of the City through the planting and maintenance of street trees or shrubs and installation and maintenance of street lights, within the public right-of-way, adjacent to the owner's property.
2. That the owner acknowledges that it is the City of Madison's policy to assess the full cost, including inspection and supervision, of the initial installation of street trees and street lights.
3. That the owner, his heirs, successors and assigns, waives notice and hearing to the assessment for street trees and street lights in accordance with Subsection (18) of Section 66.60, Wisconsin Statutes, Section 66.62, Wisconsin Statutes, Paragraph (11), Section 10.10, and Paragraph (10), Section 10.30, Madison General Ordinances.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this 9th day of April, 1985.

SAUK CREEK DEVELOPMENT CORPORATION

Anthony J. Haen, Jr.

Anthony J. Haen, Jr., President

Margaret B. Haen

Margaret B. Haen, Secretary

15 MAY 7 10:51

RECEIVED DEEDS

State of Wisconsin) ss
County of Dane)

Personally came before me this 9th day of April,
1985. The above named ANTHONY J. HAEN JR
AND MARGARET B. HAEN to me known to be the
person(s) who executed the foregoing instrument and acknowledged
the same.

Notary Public, Dane County, Wisconsin

My Commission Expires _____

Drafted by: Gary Dallmann
City Engineering Div.
Room 115, City-County Bldg.

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AMENDMENTS

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS,
FOR THE PLAT OF SAUK CREEK,
CITY OF MADISON, DANE COUNTY, WISCONSIN

Item 1, Paragraph 2 is hereby amended to read in full:

After the Developer ceases to have any title to any lot subject to this declaration, the plans, specifications, and site plans must be submitted to a committee of three persons, elected by ~~a majority~~ of persons holding title to any lot or lots subject to this declaration, for approval in writing by a majority of said committee as to all of the items enumerated in the preceding paragraph. The election of the members of said committee (the "Architectural Control Committee") shall be for a three year term and held annually on the second third Monday in January March beginning March 2003 of each year at a site selected by the Developer or the previous committee. The election will be conducted by the Board of the Sauk Creek Neighborhood Association, Inc and held at a site selected by the board. All nominations shall be delivered to the president of the association on or before February 15 of the election year. Only persons holding title to any lot or lots subject to this declaration can make nominations and the nominator must have the prior consent of the person being nominated. Nominators may nominate themselves. The names of all properly nominated candidates shall be published to all persons holding title to any lot or lots subject to this declaration by mailing notice of the nominations, the time and place of the meeting where the election shall take place and an absentee ballot not later than 10 days after nominations close. The election shall take place not less than 15 nor more than 45 days after the mailing of the notice. Absentee ballots must be delivered to the president of the Sauk Creek Neighborhood Association on or before the date and time of the meeting at which the election takes place. The 3 candidates with the highest number of written ballots cast shall be deemed elected and take office on the Monday following the election. Vacancies created between elections shall be filled by the remainder of the Architectural Control Committee or the Sauk Creek Neighborhood Association, Inc Board of Directors, if requested in writing by the Committee.

AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for the PLAT OF SAUK CREEK
recorded in Volume 704 of Records, page 72, as Document No. 1889005

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Eve Dorman, be duly sworn and on oath, affirms the following:


1. I am the current, elected President of the Board of the Sauk Creek Neighborhood Association, Inc., a Wisconsin non-stock corporation, the members of which are owners of lots in the Plat of Sauk Creek and in the First Addition to the Plat of Sauk Creek, in the City of Madison, Dane County, Wisconsin.
2. The Amendment to the Declaration of Covenants, Conditions and Restrictions for the Plat of Sauk Creek which is attached hereto was approved by the Board of Directors of the Association at a regularly scheduled meeting held on October 21, 2002.
3. Copies of the Amendment were mailed to the record owner of each lot in said Plat on January 6, 2003, together with a ballot for use in voting on the Amendment. The deadline for the submission of votes was January 31, 2003.
4. Each ballot returned by the deadline (collectively, "the Ballots") is appended to this affidavit.
5. Each Ballot has been matched with the assessed value of the corresponding lot and improvements thereon by examination of the assessment roll maintained at the Office of the Assessor for the City of Madison.
6. The Amendment was approved by owners of properties with a combined assessed value as of January 1, 2003, equal to \$13,973,500 out of a total assessed value for said Plat of \$19,627,500.
7. Having been approved by the owners of a majority (by assessed value) of the lots in the Plat of Sauk Creek in accordance with Section 23 of the aforesaid Declaration, the Amendment has been adopted as of January 31, 2003.



Eve Dorman, Pres., Sauk Creek Neighborhood Association, Inc.

Subscribed and sworn to before me this 16th day of July, 2003.

Drafted by Atty. Richard E. Pegg
Madison Wisconsin



Richard E. Pegg, Notary Public
State of Wisconsin
My commission is permanent

DOCUMENT #
3764224

07/22/2003 06:59:58AM

Trans. Fee:
Exempt #:

Rec. Fee: 101.00
Pages: 46

000001

Return to: Ms. Eve Dorman
405 Sauk Creek Drive
Madison WI 53717-1824

PIN

see attached

AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
for the **PLAT OF SAUK CREEK**
recorded in Volume 704 of Records, page 72, as Document No.
1889005