

**FOX HILL,
A CONDOMINIUM**

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062/0608-061-8295-0

Tax Parcel Identification Numbers

There are no objections to this condominium
with respect to Sec. 704 Wis. Stat. and is
hereby approved for recording.

Dated this __ day of June, 2018

Dane County Planning and Development

DECLARATION OF CONDOMINIUM

OF

FOX HILL, A CONDOMINIUM

This Declaration (the “*Declaration*”) is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (the “Act”) as codified in Chapter 703, Wisconsin Statutes, by OAJ Development, LLC (the “*Declarant*”).

ARTICLE 1

STATEMENT OF DECLARATION AND PURPOSE

The Declarant hereby subjects the real property and improvements described in Section 2.1 (the “*Property*” or the “*Condominium*”) to the condominium form of ownership in the manner provided by the Act.

ARTICLE 2

DESCRIPTION, NAME AND RESTRICTIONS

2.1 Legal Description. The Property subject to this Declaration is owned by the Declarant and is described in Exhibit A. The Condominium shall consist of twenty-nine (29) units which shall be designated as Units 1 through 29.

2.2 Name and Address. The name of the Condominium is “*Fox Hill, a Condominium*.” The Condominium’s principal address is 11451 Mid Town Rd, Verona, Wisconsin, Dane County, Wisconsin.

2.3 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- (1) General taxes and special assessments not yet due and payable;
- (2) Easements and rights in favor of gas, electric, telephone, water, and other utilities;
- (3) All other easements, covenants, and restrictions of record;
- (4) All municipal, zoning, and building ordinances; and
- (5) The recorded deed restriction; and
- (6) All other governmental laws and regulations applicable to the Condominium.

2.4 Purpose/Restrictions. The Units may be used for any purposes subject to this Declaration and any applicable municipal and zoning ordinances.

**ARTICLE 3
UNITS, UNIT OWNERS AND UNIT USES**

3.1 Definition of a Unit. “*Unit*” shall mean a part of the Condominium intended for independent use.

3.2 Description. A Unit in the Condominium shall be a cubicle of air whose perimetrical boundaries shall be set forth for such unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and 500 feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 500 feet above the surface of the ground, extended to the perimetrical boundaries. A Unit includes any and all improvements constructed or to be constructed thereon.

3.3 Identification. The Units are identified by unit number on the Condominium Plat. A copy of the Condominium Plat is attached as Exhibit B.

3.4 Separation, Merger, and Boundary Relocation. Boundaries between Units may be separated, merged or relocated consistent with the Section 703.13 of the Act. Following any boundary relocation, the Percentage Interests in the Common Elements shall be determined as set forth under Section 4.2. Any boundary relocation must be consistent with the recorded deed restriction and applicable zoning. Any separation, merger or relocation of a Unit’s boundaries shall require the approval of the Town of Verona (hereinafter the “Town”) and Dane County.

3.5 Unit Owner. “*Unit Owner*” or “*Owner*” means a person, combination of persons, partnership, corporation, or other legal entity, which holds legal title to a Unit; *provided, however*, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, “Unit Owner” or “Owner” shall mean the land contract purchaser or vendee.

**ARTICLE 4
COMMON ELEMENTS**

4.1 Definition of Common Elements. “*Common Elements*” means all of the Condominium except the Units including, without limitation, any portion of the land and improvements to the Property that are not included in the definition and description of Unit, and all tangible personal property used in the operation, maintenance, and management of the Condominium.

4.2 Ownership/Percentage Interest. Each Unit has an equal, undivided interest (the “Percentage Interest”) in the Common Elements determined by taking the number one and dividing it by the total number of Units. At the time of the recording of this Declaration, each Unit has a percentage interest of 3.44827 percent (3.44827%).

**ARTICLE 5
ASSOCIATION**

5.1 Association. “*Association*” shall mean The Fox Hill Neighborhood Association, Inc., a Wisconsin nonstock corporation which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium.

5.2 Voting Rights. Each Unit shall be entitled to one vote. If a Unit is owned by more than one person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event the persons cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit.

5.3 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. After a Unit has been sold to any person other than the Declarant, the Declarant shall have the right to appoint and remove the officers of the Association, members of the Board of Directors and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until after: (a) Three (3) years, (b) or thirty (30) days after the conveyance of seventy five percent (75%) of the Common Element interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control, whichever occurs earlier. The Declarant shall notify the Town of Verona when the Declarant turns over control to the Association and shall provide contact information for the Association.

5.4 Board of Directors. The affairs of the Association shall be governed by a board of directors. The Board of Directors will have five (5) members. After termination of Declarant control, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect the Board of Directors.

5.5 Notice. Notice of Association meetings shall be given to each Unit Owner at least five (5) business days prior to a Meeting of the Association; provided, however, that a Unit Owner may waive its right to receive Notice under this provision.

5.6 Enforcement. The Board of Directors shall have the power to enforce the Declaration. Any dispute relating to the Declaration or any Board of Directors enforcement decision shall be subject to arbitration under chapter 788 of the Wisconsin Statutes. Acceptance of a conveyance of a Unit is deemed to constitute an agreement by the Unit Owner or Owner to submit challenges to decisions of the Board of Directors to arbitration. The mandatory arbitration provisions of this section shall not apply to disputes to which the Town is a party.

5.7 Supplement. The provisions of this Article are to be supplemented by the Bylaws of the Association; provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Unit Owners set forth in this Declaration.

5.8 Expenses, Maintenance and Operation. Any disputes relating to the Expenses, Maintenance and Operation of the Common Elements shall be resolved consistent with Wis. Stat. § 703.365(6) notwithstanding that this is not a “small condominium.”

ARTICLE 6 REPAIRS AND MAINTENANCE

6.1 Units. Each Unit Owner shall be responsible for the construction, maintenance, repair, and replacement of all improvements constructed on or within the Unit. Each Unit shall at all times be kept in good condition and repair. A Unit Owner may make improvements or alterations within his/her Unit subject only to the limitations imposed by the Declaration and any applicable zoning district regulations, governmental law, ordinance, regulation or rule.

6.2 Common Elements. The Common Elements may require maintenance, repair or replacement from time-to-time, and the Association shall undertake the obligations to repair or replace the Common Elements as needed consistent with Article 6 of this Declaration; provided, however, that any damages to any of the Common Elements caused by a Unit Owner or a Unit Owner’s employees, customers, guests, invitees, etc., shall be charged to such Unit Owner. The Common Elements are the sixty-six foot wide private roads, the area between Unit 20 and Unit 19, the area between Unit 15 and Unit 14, and the areas associated with the stormwater management (near Units 5, 6, 12, 13, and 22) as shown on the Condominium Plat. The costs to maintain, repair or replace the Common Elements shall be “Common Expenses.” If the Condominium Association fails to maintain these Common elements, the Town has the right to perform the maintenance work and assess the Association or individual Unit Owners for the cost of that maintenance.

ARTICLE 7 INSURANCE

7.1 Unit Owners’ Insurance. Each Unit Owner shall obtain adequate property and liability insurance for its respective Unit including, without limitation, coverage for all buildings, improvements, fixtures, furniture, equipment and personal property located within the Unit.

7.2 Property Insurance. The Board of Directors on behalf of the Unit Owners shall obtain and maintain insurance for the Common Elements covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis, for an amount not less than the full replacement value of the insured property.

7.3 Liability Insurance. The Board of Directors on behalf of the Unit Owners shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Board of Directors shall deem suitable for the Common Elements. Each Unit Owner’s policy shall also contain “severability of interest” endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.

7.4 Administration. Any and all premiums associated with the insurance purchased on behalf of the Association covering the Common Elements shall be Common Expenses. All

insurance shall be obtained from generally acceptable and commercially respectable insurance carriers.

ARTICLE 8 COMMON EXPENSES

8.1 General Assessments. The Board of Directors may levy general assessments (the “*General Assessments*”) against the Units for the Common Expenses incurred for the regular maintenance, repair and replacement of Common Elements. Each Unit shall be responsible for its share of the Common Expenses equal to its Percentage Interest.

8.2 Special Assessments. The Board of Directors may levy special assessments (the “*Special Assessments*”) against the Units, for any purpose for which the Board of Directors may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Each Unit shall be responsible for its portion of a Special Assessment equal to its Percentage Interest.

8.3 Lien. The assessments shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 of the Wisconsin Statutes, as amended.

8.4 Unit Sale. Except as otherwise provided herein, unpaid assessments against a Unit shall be a joint and severable liability of the seller and purchaser in a voluntary transfer of the Unit if a statement of condominium lien covering the delinquency has been recorded prior to the transfer.

ARTICLE 9 PROTECTIVE COVENANTS, ARCHITECTURAL CONTROL

9.1 General Purpose, Standards, Variances.

(1) General Purpose. The general purpose of the covenants and restrictions set forth in this Article 9 (the “*Protective Covenants*”) is to help assure that the Condominium will become and remain an attractive community; to preserve and maintain the natural beauty of the Property; to ensure the most appropriate development and improvement of each Unit; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to ensure the highest and best residential development of the Property; and to encourage and secure the construction of attractive residential structures.

(2) Standard of Review. It is the intent of these Protective Covenants to create reasonable restrictions that are enforced in a reasonable manner. In any enforcement action, the court or arbitrator shall interpret and enforce these Protective Covenants in a manner that will impose a reasonable result balancing the cost to the Unit Owner(s) subject to the enforcement action and the impact to the Condominium.

(3) Variances. The Architectural Control Committee shall grant variances from these Protective Covenants (Article 9) where such variance is not inconsistent with the intent

and spirit of this Declaration or the Deed Restriction, and such variance is reasonable and does not have a significant, negative impact on the aesthetics or property values of the Condominium or other Units. The Committee will not approve anything that is inconsistent with building codes. The granting or denial of any variance shall be subject to the Standard of Review set forth under Section 9.1(2). No variance may be granted that would affect the responsibilities of the Town of Verona.

(4) Inspections. The Committee and its designated representatives shall have the right to reasonably inspect the construction of any improvements to any Unit, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

9.2 Architectural Control. No building or other improvement shall be erected, placed or Significantly Altered on any Unit until its construction plans and specifications shall have been approved in writing by the Architectural Control Committee. The term “*Significantly Altered*” shall mean any remodeling, addition or improvement that increases the square footage of the existing improvements by more than fifteen percent (15%) within a three-year period (for example, three separate improvements of five percent within three years).

9.3 Architectural Control Committee.

(1) Establishment Duties, Membership.

(a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

(b) The Committee shall initially consist solely of the Declarant. The Declarant may at any time, at its sole discretion, appoint up to three (3) Owners to serve as the Committee with the decisions rendered by the majority to be binding. Notwithstanding the foregoing provisions, at such time as Declarant gives up control in accordance with 5.3, the directors of the Association shall elect the members and fill vacancies on the Committee.

(2) Procedure. An Owner desiring to construct a building or otherwise construct any improvements within a Unit shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a site plan showing the location of all contemplated improvements. The Committee may appoint a qualified designee to conduct the initial review of submissions and make recommendations to the Committee. The items submitted to the Committee or the Committee’s designee shall include:

(a) Construction details for all buildings, structures, fences, walls and other improvements;

(b) Elevation drawings of any building;

- (c) Proposed facades of any building, including the style, color and location of eaves and windows;
- (d) A description of materials to be used in any building or improvement;
- (e) A detailed site plan showing the building footprint and driveway, the location of all structures with respect to topography and finish grade elevation, the top of the foundation structure in relation to the nearest street or curb elevation and the proposed water drainage patterns;
- (f) The color scheme of all improvements;
- (g) All exterior lighting shall comply with the Town of Verona Dark Sky Ordinance;
- (h) Detailed landscape plans and specifications which shall show trees/prairie to be removed, existing trees, their species, size and location, and the size and location of proposed trees, shrubs, fences, berms, walls, patios, family gardens, proposed trees, bedding plantings, and other landscape materials (the plan shall show the percentage of cleared trees and /or prairie space); and
- (i) Such other materials as the Committee may deem necessary that are reasonably related to the Committee's review.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Section 9.3 have been submitted. All such submissions shall be to the appointee of the Committee or to the Declarant, if no person is designated to review submissions at its principal place of business (or, if Declarant ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 9.3(5). After initial review by the appointed designee, Declarant shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least three (3) of its members, may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two (2) or more Committee members. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Owner of the Unit shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must

be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes. The Committee will not approve anything that is inconsistent with building codes.

(3) Standards. Subject to the standard of review set forth in Section 9.1, the Committee shall have the right to reject any plans and specifications or site plans, which:

- (a) are not in conformity with any of the restrictions set forth in this Declaration; or
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with buildings located on the surrounding Units; or
- (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; exterior lighting must conform to the Dark Sky ordinance of the Town, or
- (e) are not in conformity with the general purposes of this Declaration.

(4) Occupancy. No structure shall be occupied unless it has been approved by the Committee pursuant to this Section 9.3, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued by the Town.

(5) Fees. The Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs, including the fee of any designee appointed by the Committee, incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans and such fee may be adjusted at any time by the Committee.

(6) Approval of Contractors. For each building erected or placed on any Unit subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Committee prior to commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

(7) Liability of Committee. The Committee and its designee or its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within the Condominium.

9.4 Architectural Restrictions.

(1) Front, Side and Rear Yard Requirements. Any improvement intended for occupancy (a "Dwelling") or any parts thereof shall be built and sited in conformance with the applicable zoning code and this provision. No Dwelling or other building shall be constructed within the following Setbacks from the front, side and rear Unit boundaries. The front of each Unit shall be the portion that abuts the applicable Private Road. See Exhibit B for exact location of setbacks.

SETBACKS

(All measurements are in feet)

UNIT NUMBER	FRONT	REAR	LEFT SIDE	RIGHT SIDE
1	50	50	50	230
2	50	50	25	25
3	50	50	25	25
4	50	50	25	25
5	50	50	25	25
6	50	50	25	25
7	50	50	25	25
8	50	50	25	25
9	50	50	25	25
10	50	50	25	25
11	50	50	25	25
12	50	50	25	25
13	50	50	25	25
14	50	50	25	25
15	50	50	25	25
16	50	50	25	25
17	50	50	25	25
18	50	50	25	25
19	50	50	25	25
20	50	50	20	20
21	50	50	20	20
22	50	50	20	20
23	50	50	20	20
24	50	50	20	20
25	50	50	20	20
26	50	50	20	20
27	50	50	20	20
28	50	50	20	20
29	50	50	20	100

(2) Clearing Plan. As part of the plans submitted to the Committee for approval, each Unit Owner shall supply a plan showing the area of the Unit that will be

cleared for construction of any improvements. The area to be cleared of trees shall not exceed 40,000 square feet. Beyond this, there shall be no clearing of trees or other vegetation other than the selective removal of invasive vegetation. Thereafter, any additional clearing of trees (greater than 4 inches in diameter at 4 feet height) for subsequent improvements, additions or any other reason shall be approved by the Committee.

(3) Floor Area Minimums. Each Dwelling constructed on a Unit shall have a minimum of floor area of finished living space of 2,000 square feet for a one-story house (i.e., ranch style) and 2,600 square feet for a multi-story or split-level house. Minimum garage space shall be at least 1,080 square feet.

(4) Height Restrictions. Unit 1, 2, 3, 4, 20, 21, 28 and 29 have a height restriction of 26 feet from the highest point of the building (excluding chimney) to the ground level before any excavation work began. See (9.1(3) Variances). The Committee may grant a variance if the specific building placement on a Unit does not block views and does not have a significant, negative impact on the aesthetics or property values of the Condominium, other Units or surrounding property.

(5) Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Units:

- (a) All chimneys in the front of the Dwelling must be constructed of brick, stone, wood or stucco;
- (b) All chimneys and flues shall be fully enclosed.
- (c) No T1-11 siding (Oriented Strand Board or plywood) shall be allowed.
- (d) All roofing shall be of laminated architectural grade textured Fiberglass, asphalt shingles, wood shakes or other acceptable materials. No standard 3 in 1 shingles shall be allowed.
- (e) LP SmartSide Trim & Siding or a brand of equal quality may only be used on the rear and side elevations of a Dwelling. Brick, stone, stucco or other similar inorganic materials are required on the balance of the front elevation; provided, however, the Committee may grant a variance if the specific design style does not require brick, stucco, stone, etc. and the house is otherwise consistent with the standards set forth in this Declaration.

It is the intent of the Declarant to reasonably require coordination of trim, siding and roofing colors to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Units. Applicants should consider the color, materials and design of nearby Dwellings.

(6) Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall

occur at points relating to the massing, fenestration (openings) and overall design concept of the building. The Committee shall be entitled to reject any plans that would result in fenestration or length of building walls that would be incompatible with neighboring structures that would not harmonize with the natural surroundings or that would violate any of the standards set forth in Section 9.3.

(7) Building Location. All buildings should be sited in the building envelope and on the Unit to present their most desirable face to the street and where possible should be related to buildings on adjoining Units. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Units.

(8) Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

(9) Fencing. All fences shall only be permitted with the prior written consent of the Committee. As part of its consent, the Committee may require the installation and maintenance of landscape materials for screening and aesthetic purposes.

(10) Stormwater Runoff from Roof. Each Dwelling shall be constructed in a manner such that all stormwater runoff from the roof thereof shall be directed toward an absorbent, permeable surface (that is, an area that is not covered with concrete). Stormwater from roof runoff may not be directly channeled into a driveway, street or into a stormwater drainage system. Each Unit Owner is responsible to control his/her own stormwater runoff in conformance with the current, applicable Town, County, and State regulations. Developer has implemented measures to control the Common Area stormwater.

(11) Construction Deadline. Each Dwelling erected shall have its entire external construction completed within nine (9) months from the date of issuance of the building permit except for delays in completion due to strike, war or act of God.

(12) Landscaping. The following guidelines shall be followed for each Unit in the Development:

- (a) Landscape plans shall be developed to enhance the ambience of each Unit. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Unit. No Unit Owner shall clear tree and/or prairie landscaping from more than 40,000 square feet of a Unit. Prairie plantings are encouraged for those Units with open space, and consideration of plantings to enhance wildlife are encouraged.
- (b) Except in such cases that factors beyond the control of the Owner that prevents timely planting, all plantings required to be placed upon the Unit shall be planted within ninety (90) days of occupancy of the Dwelling or upon completion of construction, whichever comes first, except that sodding, seeding, and planting new vegetation shall not be required during

any period in which weather conditions restrict the ability to complete the planting or threaten the viability of the new vegetation.

- (c) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the stormwater Common Areas.
- (d) No Owner shall grade or obstruct any swale or drainage way whether in a common area or not which is in existence at the time of construction so as to impede the flow of surface water from other Units through such swale or drainage way. The elevation of a Unit shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Units.

(13) Driveways. All driveways from the garage to any private street shall be paved within eighteen (18) months from the date of issuance of the building permit. All driveways shall have sufficient space to allow for parking of no fewer than two cars. No driveway of any Unit shall connect directly to any road other than Fox Hill Trail.

(14) Swimming Pools. No above-ground swimming pools shall be allowed.

(15) Mobile and Other Manufactured Homes. Mobile and manufactured homes are not permitted. The Committee shall make exceptions for modular or open-panel construction homes that have prefabricated components if size, elevation and building material requirements are met and the finished quality of the improvements will be comparable to a stick-built house constructed on the building site, piece by piece and compatible with other homes within the Units.

9.5 Use Restrictions.

(1) Single-Family Residences. The Units shall each be used as a single-family residential Dwelling. A Dwelling shall be deemed to be used for “single-family residential purposes” if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. One single-family Dwelling, not to exceed two stories in height (Unit 1, 2, 3, 4, 20, 21, 28 and 29 have height restrictions, see 9.4(4)). An attached garage and an additional detached garage are permitted. The detached garage will be considered an accessory building. The total floor area of all residential accessory buildings shall not exceed 100% of the foot print of the home and must be construction within the building envelope. The height restriction is 12 feet (mean of roof). No sanitary fixtures or living spaces are permitted in accessory buildings. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling with the following exceptions:

- (a) An Owner may maintain his or her personal, professional library in his or her Dwelling;
 - (b) An Owner may keep his or her personal business or professional records or accounts in his or her Dwelling;
 - (c) An Owner may conduct his or her personal business or professional telephone calls or correspondence from his or her Dwelling. Nothing in this Section 9.5 shall authorize the maintaining of an office at which customers or clients customarily call.
- (2) Signs. No commercial or business sign of any kind shall be displayed to the public view on any Unit except one professional sign of not more than six square feet advertising the Unit for sale during the hours of open house showings only, or signs provided and allowed exclusively by Declarant for builders or licensed real estate brokers during the initial construction and sales periods and for the resale of any Unit or Dwelling. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Units. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.
- (3) Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers. All yard waste shall be stored only in enclosed structures or containers suitably screened from view from the road. All equipment for storage or disposal of such waste material shall be kept in a clean and sanitary condition and suitably screened from view from the street.
- (4) Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Unit not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds as much as possible. The Owner of each Unit shall be responsible for maintaining the Unit in a neat appearance. This covenant should not be construed to prevent a family garden or orchard.
- (5) Pets and Animals. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee in writing. Each Owner should review the applicable municipal ordinances relating to ownership of animals. No livestock (e.g. horses, pigs, cows, llamas) are allowed.
- (6) Exterior Lighting. Any exterior lighting must be regulated by a timer or similar device with a consistent daily shut off. All exterior lighting on the Property shall be designed and operated to contain the light, to the extent reasonably possible, within the Unit on which the light is located. All exterior lighting must comply with the Dark Sky Ordinance of the Town.
- (7) Amplified Sound. No amplified sound systems may be used outdoors within any Unit or on any Common Element without permission of the Board of Directors.

(8) Firearms. The discharge of a firearm must comply with the Firearms ordinance of the Town of Verona.

(9) Fireworks. The use of fireworks are subject to the Town of Verona fireworks ordinance. A fireworks use permit is required by the Town of Verona.

ARTICLE 10 EASEMENTS AND PRIVATE ROAD

10.1 Utility Easement. An easement is reserved over, through and underneath the twelve feet of each Unit that abuts the Fox Hill Trail (the ***“Utility Easement”***) for the installation, maintenance, repair and replacement of present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable and security wires. The maintenance, repair and replacement of any utility within the Utility Easement that benefits all of the Units shall be the obligation of the Association, and such costs shall be Common Expenses. Any installation, maintenance, repair or replacement of any utility within the Utility Easement that benefits less than all of the Units shall be an expense shared by the Units that benefit from such installation, maintenance, repair or replacement. Easements for ingress and egress are reserved to the Association and Unit Owners in, over, and under the Units and Common Elements for the purpose of making any repairs to the utilities in the Utility Easement. The party (for example, the Association or the specific Unit Owner(s) as the case may be) responsible for the installation, maintenance, repairs, or replacement of any utilities within the Utility Easement shall be responsible for any damage resulting from such work and shall return the Utility Easement to the same condition that existed prior to the commencement of the work.

10.2 Private Road.

(1) Private Roads Maintenance, Repair and Replacement Easement. The private roads (the ***“Private Road”***) that allow ingress and egress to the Units are shown on the Plat. The Private Roads are Common Elements. The maintenance, repair and replacement of the Private Roads shall be the obligation of the Association, and such costs shall be Common Expenses. If the Town sends written notice to the Association requiring that the Association complete necessary maintenance of the private road, and the Association fails to complete the necessary maintenance within sixty (60) days, or in the case of snow and ice removal, 2 days, from the date of mailing, then the Town may complete the necessary maintenance of the private road and charge all costs as a special charge either to the Association or an equal share to each unit owner. A perpetual easement over and upon the Private Road is hereby granted to the Town for such purposes. An easement for ingress and egress, staging and grading is reserved to the Association in, over, and under the fifteen feet of each Unit that abuts the Private Roads for the purpose of maintenance, repair and replacement of the Private Roads. The Association shall be responsible for any damage resulting from such work and shall return any Unit to the same condition that existed prior to the commencement of the work.

(2) Default Regulations.

- (a) *Speed limit.* The default speed limit on the Private Road shall be Twenty-five (25) miles per hour.
- (b) *Parking, stopping, and standing.* Temporary parking of less than twelve hours is allowed on the Private Road. There shall be no parking, stopping, or standing allowed on any portion of the Private Road when such parking, stopping, or standing would obstruct traffic.
- (c) *Snow removal.* No person shall park a motor vehicle, trailer, or any other moveable equipment on the Private Road from November 15 to April 1.
- (d) *Enforcement.* The Town is hereby given the authority to enforce the traffic and parking regulations set forth in this Section and subsequently adopted by the Association. As used in this Declaration the term “Town” shall include any governmental entity that succeeds to the regulatory authority of the Town by incorporation, consolidation or any other means.

(3) Private road access. The Town of Verona, all emergency vehicles, and the public are hereby given access to use the private road.

(4) Declaration of Road Easement. Notice is hereby given to all unit Owners that an easement has been granted to connect any future development roads on the properties to the south and north of the Condominium to the Private Road and to allow for use of the Private Road. The Declaration of Road Easement is attached as Exhibit C. By purchasing a Unit, each Unit Owner acknowledges and agrees to the Declaration of the Road Easement, and shall not object to or oppose such approval or construction of such connections.

10.3 Stormwater Management Facilities and Easement.

(1) Stormwater Management Facilities. The stormwater management facilities (i.e., a stormwater pond) are on Common Areas as shown on the Condominium Plat. The installation, maintenance, repair and replacement of any stormwater management facility within the Stormwater Facilities Easement shall be the obligation of the Association, and such costs shall be Common Expenses.

(2) Stormwater Easement. Each Unit shall have a perpetual, non-exclusive easement on, over, across and through the other Units for stormwater drainage to the Stormwater Facilities common areas consistent with any applicable stormwater plan. It is the intent that this provision be limited to allow for the reasonable stormwater drainage of the Units consistent with natural stormwater drainage patterns and stormwater management plans of the Condominium.

(3) Stormwater Management. The Association shall maintain all of the stormwater management facilities when necessary to maintain the functioning of the facilities according to their design specifications. In the event that the Town sends written notice to

the Association requiring that the Association complete necessary maintenance of the stormwater facilities, and the Association refuses to or fails to complete the necessary maintenance within thirty (30) days from the date of mailing, then the Town may complete the necessary maintenance of the stormwater facilities and charge all costs as a special charge either to the Association or an equal share to each Unit Owner. The 30-day notice period shall not apply if corrective action is necessary to avoid an imminent threat to persons or property as a result of the failure of maintenance of any stormwater facility. A perpetual easement over and upon the Common Elements with stormwater management facilities as shown on the Condominium Plat is hereby granted to the Town for such purposes.

(4) Sanitary Sewer and Water Main Easement. At the time that this Declaration is recorded, the Condominium is not served by sanitary sewer and municipal water. To allow for future availability of sanitary sewer and municipal water to the Condominium, an easement is reserved over, through and underneath the specific portions of each Unit and the Common Elements as shown on the Condominium Plat (the “Sanitary Sewer and Water Main Easement”) for the installation, maintenance, repair and replacement of present and future sanitary sewer and water main facilities. The installation, maintenance, repair and replacement of any sanitary sewer or water main facility within the Sanitary Sewer and Water Main Easement that benefits all of the Units shall be the obligation of the Association, and such costs shall be Common Expenses. Any installation, maintenance, repair or replacement of any sanitary sewer or water main facilities within the Sanitary Sewer and Water Main Easement that benefits less than all of the Units, and any repair or replacement necessitated by the actions of one or more Unit Owners, shall be an expense shared by the Unit or Units that either benefit from, or caused the need for, such installation, maintenance, repair or replacement. Easements for ingress and egress are reserved to the Association and Unit Owners in, over, and under the Units and Common Elements for the purpose of making any repairs to the sanitary sewer and water main facility. The party (for example, the Association or the specific Unit Owner(s) as the case may be) is responsible for the installation, maintenance, repairs, or replacement of any utilities within the Sanitary Sewer and Water Main Easement shall be responsible for any damage resulting from such work, and shall return the Sanitary Sewer and Water Main Easement to the same condition that existed prior to the commencement of the work.

10.4 Access to private wells and private septic systems. The Association and authorized persons shall have access to private wells and septic systems for inspection.

10.5 Encroachments. If any portion of a Unit or Common Elements encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

ARTICLE 11 AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended by the written consent of sixty-nine percent (69%) of the Unit Owners. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one (1) vote. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No termination, amendment, variance, or other modification to the provisions of sections 3.4, 5.6, 6.2, 9.4 (1-2), (10) and (13), 9.5 (1), and Article 10 shall be effective unless approved in writing by the Town Board.

ARTICLE 12 NOTICES

12.1 Resident Agent. The initial resident agent and person to receive service of process for the Condominium or the Association shall be the same person named as the Registered Agent of the Association or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions. The current resident agent is Paul D. Maxwell, 11451 Mid Town Road, Verona, Wisconsin 53593.

12.2 Notices to Unit Owners. Subject to Section 5.4 hereof, all notices required to be sent to Unit Owners shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration. At all times the names of the contact person for the Declarant or the Association, which is applicable, shall be on file with the Verona Fire Department.

12.3 Notice to the Town. The Town shall be informed of the contact person for the Association (address, phone, and email) and this will be updated when there is a change. Until the Association is functioning, the contact person will be the Resident Agent (Declarant).

ARTICLE 13 GENERAL

13.1 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers, and obligations by a written record instrument to any other party who assumes such rights, powers, and obligations. Upon the recording of any such assignment, such assigns shall become the "**Declarant**" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment needs be signed only by the assignor and the assignee named therein.

13.2 Utilities. Each Unit Owner shall pay for all of its telephone, electrical and other utility services which shall be separately metered or billed for each user by the respective utility companies.

13.3 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been executed this ____ day of _____, 2018.

OAJ Development, LLC

By: _____
Paul D. Maxwell, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

This instrument was acknowledged by me on this ____ day of _____, 2018 by Paul D. Maxwell as Managing Member of OAJ Development, LLC.

Notary Public, State of Wisconsin
My Commission is permanent.

EXHIBIT A
Legal Description

Lot 2, Certified Survey Map 14442, recorded in Vol. 99 of Certified Survey Maps, page 130, as #5306834, in the Town of Verona, Dane County, Wisconsin.

EXHIBIT B
Condominium Plat

See attached

EXHIBIT C

DECLARATION OF ROAD EASEMENT

This Declaration of Road Easement (the “*Easement*”) is made effective June ____, 2018 by OAJ Development, LLC.

RECITALS:

- A. OAJ Development, LLC is the fee simple owner of the certain real property located in the Town of Verona, Wisconsin, as more specifically described on Exhibit 1 (Legal Description).
- B. OAJ Development, LLC is developing a single family, residential condominium on the Property with a private road system as shown the attached Exhibit 2 (Condominium Plat).
- C. Section 71.19(1)(b), Dane County Code, and the Dane County Comprehensive Plan call for the “continuation or appropriate projection of existing proposed collector and arterial streets in the area,” where possible.
- D. As part of the Condominium Plat, OAJ Development, LLC has located or will locate the private roads over the property described in attached Exhibit 3 (Private Roads).

EASEMENT:

NOW, THEREFORE, OAJ Development, LLC declares the Property is subject to the following Road Easement:

- 1. Road Connection Easement.
 - a. OAJ Development, LLC grants to the North Benefitted Property described in attached Exhibit 4 a permanent, perpetual, non-exclusive easement and right-of-way to construct, reconstruct, repair, maintain, operate, and inspect a connection from a future road located on the North Benefitted Property to Fox Hill Trail. The North Benefitted Property owner shall be responsible for all costs of construction, reconstruction, repair, and maintenance of the New Connection road. The New Connection road shall be built to at least the minimum public road standards of the applicable municipality at the time of construction.
 - b. OAJ Development, LLC grants to the South Benefitted Property described in attached Exhibit 5 a permanent, perpetual, non-exclusive easement and right-of-way to construct, reconstruct, repair, maintain, operate, and inspect a connection from a future road located on the South Benefitted Property to Fox Hill Trail. The South Benefitted Property owner shall be responsible for all costs of construction, reconstruction, repair, and maintenance of the New Connection road. The New Connection road shall be built to at least the minimum public road standards of the applicable municipality at the time of construction.
- 2. Road Use Easement. OAJ Development, LLC expects that the Benefitted Properties will be developed for primarily residential use, and that the future owners or renters that live on the Benefitted Properties shall have an easement to Fox Hill Trail. The Road Easement may

also be used by firefighting, emergency and other public vehicles and personnel for public services, emergencies, fires and similar events, and by the general public. It is intended that the Road Easement shall permit year-round access for vehicles and foot traffic. As way of example, if the North Benefitted Property is developed into a single family residential subdivision, the lot owners, and their tenants, guests and invitees shall have a right to use the Road Easement to access and travel over Fox Hill Trail to Mid Town Road. Conversely, Fox Hill Property unit owners and their tenants, guests and invitees shall have the right to use the Road Easement to access and travel over any future roads constructed on adjacent properties.

3. Binding Effect. The covenants contained in this Easement shall be binding upon and shall inure to the benefit of the Parties, their successors and assigns.

4. Covenants Running with the Land. All the terms, conditions, covenants and other provisions contained in this Easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the Benefitted Properties, and their respective successors and assigns. The Road Connections and Road Easement granted under this Easement are easements appurtenant to the respective properties and may not be assigned, transferred or conveyed separately from, or severed from, the title to such properties. Should the Benefitted Properties agree in writing to terminate the Road Connections or the Road Easement, each party, and each of their respective successors and assigns as fee simple owners of the burdened and benefited properties, shall cease to have further right or liability under this Easement.

5. Severability. If any term or condition of this Easement or the application of this Easement to any person or circumstances shall be deemed invalid or unenforceable, the remainder of this Easement or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

6. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement.

7. Enforcement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief.

8. Not a Dedication. Nothing herein shall be deemed a dedication of the private roads to Dane County or the Town of Verona; provided, however, OAJ Development, LLC retains the right to dedicate any roads located on the Property to the applicable governmental jurisdiction.

9. Assignment to Homeowners Associations. OAJ Development, LLC shall have the right to assign its rights and obligations under this Easement to Fox Hill Neighborhood

Association, Inc., and at such time OAJ Development, LLC shall cease to have any obligation or liability under this Easement.

10. Recitals. The Recitals are incorporated into this Easement.

IN WITNESS WHEREOF, this Declaration has been executed on June 5, 2018.

OAJ Development, LLC

By: _____
Paul D. Maxwell, Managing Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

This instrument was acknowledged by me on June ____, 2018 by Paul D. Maxwell as Managing Member of OAJ Development, LLC.

Virginia M. Bartelt
Notary Public, State of Wisconsin
My Commission is permanent.

EXHIBIT 1
Legal Description

Lot 2, Certified Survey Map 14442, recorded in Vol. 99 of Certified Survey Maps, page 130, as #5306834, in the Town of Verona, Dane County, Wisconsin.

EXHIBIT 2
Condominium Plat

See attached

EXHIBIT 3
Private Roads

EXHIBIT 4

EXHIBIT 5