

DAHE COUNTY
REGISTER OF DEEDS

Document No.

**DECLARATION OF PROTECTIVE COVENANTS
FOR HARLAN HILLS**

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Return to:
Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris
Rieselbach, s.c.
P.O. Box 2020
Madison, WI 53701-2020

SEE EXHIBIT C
Parcel Number

**DECLARATION OF PROTECTIVE COVENANTS
FOR HARLAN HILLS**

THIS DECLARATION, made this 26th day of APRIL, 1999, by HARLAN HILLS LLC ("Developer").

RECITALS:

A. The Developer now owns certain lands in the City of Fitchburg, Dane County, Wisconsin (the "City") which have been platted as "Harlan Hills" and which are legally described on Exhibit A attached hereto and made a part hereof (the "Subdivision").

B. The Developer desires to subject the Subdivision to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the Subdivision and each Lot thereof, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

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NOW, THEREFORE, Developer declares that the Subdivision and each Lot thereof shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall inure to the benefit of and encumber the Subdivision and each Lot thereof, and run with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

ARTICLE I

STATEMENT OF PURPOSE

1.01 General Purpose. The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Subdivision; to insure the most appropriate development and improvement of each Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Subdivision; and to encourage and secure the construction of attractive residential structures thereon.

1.02 Architectural Control. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

ARTICLE II

DEFINITIONS

The following definition shall be applicable to this Declaration:

2.01 Association. The Harlan Hills Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.02 City. The City of Fitchburg, Wisconsin.

2.03 Committee. The Architectural Control Committee described in Section 3.01(a).

2.04 Common Areas. All real property owned by the Association for the common use and enjoyment of the Owners, which real property shall include lands conveyed to the Association by Developer, for the common use of the Owners.

2.05 Declaration. This Declaration of Protective Covenants.

2.06 Developer. Harlan Hills LLC, its successors and assigns.

2.07 Dwelling. The detached single-family dwelling referred to in Section 5.01.

2.08 Lot. A portion of the Subdivision identified as a lot on the recorded Plat of Harlan Hills, specifically excluding Outlots.

2.09 Owner. The person or persons, including any business organization, having the power to convey the fee simple title to a given lot.

2.10 Register of Deeds. Office of Register of Deeds for Dane County, Wisconsin.

2.11 Subdivision. The lands described on Exhibit A, as the same may be expanded from time to time pursuant to Section 11.05.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.01 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 consist of no fewer than three (3) and no more than five (5) persons designated by Developer, one of whom shall be an officer or employee of Developer (the "Developer Member") and the remainder of whom shall be persons with expertise in architecture, construction, landscape architecture, land development, or design. All members of the Committee shall serve at the Developer's pleasure (until such time as Developer no longer owns any Lots in the

Subdivision). A majority of the Committee (including the Developer Member) may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any Lot subject to this Declaration, the Developer and Committee members who are appointees of Developer shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the directors of the Association shall elect the members and fill vacancies on the Committee. In the event of any vacancy, Developer shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Section 3.02. For the purpose of this Article, each Lot shall constitute a unit having a single vote.

3.02 Procedure. An Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The items submitted to the Committee shall include:

- (a) Construction details for all buildings, structures, fences, walls and other improvements;
- (b) Proposed facades of any building, including the style, color and location of eaves and windows;
- (c) Description of materials to be used in any building or improvement;
- (d) A detailed site plan showing the building footprint and driveway;
- (e) The color scheme of all improvements;
- (f) Detailed landscape plans and specifications, which shall show trees 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; and
- (g) Such other materials as the Committee may deem necessary.

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 3.02 have been submitted. All such submissions shall be to Developer at its principal place of business (or, if Developer ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 3.05. Developer 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 unanimous written consent of at least four of its members (including the Developer Member), 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 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 Lot 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.

3.03 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

- (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 Lots; or

- (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- (e) are not in conformity with the general purposes of this Declaration.

3.04 Occupancy. No structure shall be occupied unless it has been approved by the Committee pursuant to Section 3.02 hereof, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefor.

3.05 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 incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans and may be adjusted at any time by the Committee.

3.06 Approval of Contractors. 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 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.

3.07 Liability of Committee. The Committee and 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 Subdivision.

ARTICLE IV

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ARCHITECTURAL RESTRICTIONS

4.01 Front and Side Yard Requirements. No building or any part thereof shall be located closer to the front, side and rear yard Lot lines than the minimum number of feet stated in Exhibit B. No building front yard setback shall be more than ten feet more than the minimum. Any reasonable variations will be considered for approval by the Committee.

4.02 Floor Area Minimums. Each Dwelling constructed on a Lot shall have a minimum of the following floor area of finished living space:

- (a) Single-story houses shall have not less than two thousand (2,000) square feet of finished area.
- (b) Split-level houses shall have not less than two thousand (2,000) square feet of finished area on two levels.
- (c) Raised ranch houses shall have not less than two thousand (2,000) square feet of finished area on the main level.
- (d) Two-story houses shall have not less than two thousand six hundred (2,600) square feet of finished area on both floors.
- (e) Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area.
- (f) The main level is defined as the level that is totally above the finished grade of the Lot.

4.03 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 Plat.

- (a) If the chimney is in the front two-thirds of the Dwelling it must be of brick, stone or stucco.
- (b) All chimneys and flues shall be fully enclosed.

- (c) Aluminum and vinyl siding shall be limited.
- (d) No plywood siding shall be allowed.
- (e) All fascia must be at least ten inches in width. No aluminum fascia shall be allowed.
- (f) All roofing shall be of laminated architectural grade textured fiberglass, asphalt shingles, wood shakes, or other acceptable material. No standard 3 in 1 shingles shall be allowed.

It is the intent of the Developer to coordinate trim, siding and roofing colors to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Subdivision.

4.04 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 and overall design concept of the building. The Committee should be entitled to reject any plans which 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 3.03.

4.05 Building Location. All buildings should be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots.

4.06 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.

4.07 Fencing. Fences shall not be allowed, except for screening of service areas, without the prior written consent of the Committee.

4.08 Mailboxes and Exterior Yard Lights. The Developer shall provide to each home a mailbox, newspaper tube, and post to be installed by the builder on the Lot in

accordance with the United States Post Office Department regulations. Each Owner at his or her expense shall install a post light approved by the Committee for the front yard. Each light shall use only a direct wire and shall be controlled by a photo cell. Each Owner shall be responsible for the maintenance of the fixture.

4.09 Garages; Use of Outbuildings. All garages shall be attached to the Dwelling and shall have space for no fewer than two cars. No trailer, basement, tent, treehouse, shack, detached garage, barn or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

4.10 Landscaping. The following guidelines shall be followed for each Lot in the Subdivision:

(a) Landscape plans shall be developed to enhance the ambience of each Lot. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Lot.

(b) All plantings to be placed upon the Lot shall be planted within thirty 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 winter weather conditions restrict the ability to complete the planting.

(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 easement.

(d) No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots. Any modification to drainage patterns shall be approved by the Committee and the City of Fitchburg Engineer.

(e) Each Lot shall, within one growing season of the issuance of a certificate of occupancy for the Dwelling located thereon, be improved with all landscaping that was set forth in the landscaping plan approved by the Committee under Section 3.02.

4.11 Construction Deadline. Each residential structure erected shall have its entire external construction completed within twelve (12) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God.

4.12 Driveways. All driveways from the garage to the private street shall be paved with bituminous concrete (asphalt) or concrete (cement) within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Owner's ability to complete such construction. All driveways shall have sufficient space to allow for parking of no fewer than two cars.

4.13 Special Provisions for Harmonization with the Nearby University of Wisconsin Arboretum. The following rules shall apply to Dwellings or other principal buildings constructed on all lots in the Harlan Hills subdivision:

(a) Structures may not exceed a height of 35 feet above average ground level for the Lot.

(b) The exterior color of all Dwellings upon such Lots shall be of earth tones (e.g., green, brown, beige, brick, grey, sienna, adobe) and shall otherwise harmonize with the natural surroundings during leaf-on conditions.

(c) The landscaping plan for each such Lot shall provide for vegetation that, at maturity, would visually buffer the Dwelling's appearance from the University of Wisconsin Arboretum.

The University of Wisconsin-Madison is a beneficiary of the covenants set forth in this Section and may enforce this Section.

4.14 Variances. The Committee is authorized to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

4.15 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, 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.

4.16 Tree Preservation. With regard to the trees located within the 30' rear yard setback area within the area designated on the map attached hereto as Exhibit B, the following provisions shall apply. Each Owner shall use its best efforts to help preserve the maximum number of mature healthy trees on such portion in accordance with these guidelines:

(a) The Owner should consider construction requirements to avoid crowding several trees in hopes of miraculous survival. The Owner shall pick the good trees that can be well protected and remove the marginal ones prior to construction.

(b) The Owner shall provide protection during construction to protect the tops and root zones from grading, trenching, filling, compaction by vehicle traffic and erosion.

(c) The Owner shall provide good tree care, including careful removal of unwanted trees, trimming of those to be kept, and fertilization appropriate to the timing of possible construction damage.

(d) Unless otherwise approved in writing by the Architectural Control Committee, no mature, healthy trees of desirable species that have a caliper of greater than 3 inches measured three feet above the ground may be removed. The Architectural Control Committee's remedy for wrongful removal may include, without limitation, requiring the violating Owner to replace any tree improperly removed with one of similar caliper.

4.17 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 absorbant, pervious surface (that is, an area that is not covered with concrete or asphalt). Stormwater from roof runoff may not be directly channelled into a driveway, street or into a stormwater drainage system.

ARTICLE V

USE RESTRICTIONS

5.01 Single-Family Residences. Each Lot shall be used for single family residential purposes, with the following as exceptions:

(a) The Committee may approve the use of one or more Lots for churches or educational facilities if, in the Committee's discretion, the churches or educational facilities are architecturally compatible with the Subdivision.

(b) The Committee may approve the use of one or more Lots as a swimming pool or tennis complex, provided a majority of the Owners have agreed in writing to the construction of such a facility.

(c) Developer may use one or more Lots as a sales office and/or model home for purposes of marketing Lots and Dwellings.

A Lot 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. No structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one detached single-family dwelling, not to exceed two stories in height, and a private garage attached to said dwelling for not less than two cars, nor more than four cars. 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. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit an Owner from:

(i) maintaining his or her personal professional library in his or her Dwelling;

(ii) keeping his or her personal business or professional records or accounts in his or her Dwelling;

(iii) handling his or her personal or business records or accounts in his or her Dwelling; or

(iv) handling his or her personal business or professional telephone calls or correspondence from his or her Dwelling.

Nothing in this Section 5.01 shall authorize the maintaining of an office (other than a sales office as described in Section 5.01(c)) at which customers or clients customarily call and the same is prohibited.

5.02 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the Property for sale during the hours of open house showings only, or signs provided and allowed exclusively by the Developer for builders or licensed real estate brokers during the initial construction and sales periods. The Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Subdivision and to erect appropriate signage for the sales of Lots.

5.03 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers. No outlots shall be used for dumping.

5.04 Storage. Outdoor storage of vehicles, boats, or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Lot owners and their families is prohibited unless they are kept in garages. No parking shall be allowed upon any of the private streets in the Subdivision. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. No exterior antennas, windmills or satellite dishes shall be erected on any structure or Lot without the prior written approval of the Committee. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee. Nothing set forth in this Section 5.04 shall prohibit temporary storage of moving vehicles for the purpose of loading or unloading for a period of more than eight (8) hours. No cars or other equipment may be parked on any yard at any time.

5.05 Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. No wood piles shall be kept outside a structure unless they are neatly stacked, placed in the rear yard only,

and screened from view by plantings or a fence approved by the Committee. All areas of the Lot 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. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to plans previously approved by the Committee under Section 3.02.

5.06 Pets and Animals. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee.

5.07 Pesticides. Each Owner of any Lot within the Plat of Harlan Hills agrees on behalf of itself and its successors and assigns that such Owner shall not cause to be released upon its Lot any Pesticides. As used herein, "Pesticides" means any chemicals designed to kill insects, weeds, or plant life that, in the opinion of the Director of the University of Wisconsin Arboretum, would be harmful to any endangered species of plant growing within the University of Wisconsin Arboretum. Any Owner or agent of an Owner who releases Pesticides upon its Lot in violation of this Section shall be liable to the University of Wisconsin--Madison for liquidated damages in the amount of Two Hundred Dollars (\$200.00) per release. The University of Wisconsin--Madison is a beneficiary of the covenants set forth in this Section 5.07 and may enforce this Section 5.07 against each Owner of any Lot.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.01 Members. Every Owner in fee simple of a Lot shall automatically be deemed to be a member of the Harlan Hills Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (which together with its successors and assigns, is referred to herein as the "Association"). Land contract vendees and not land contract vendors shall be members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

6.02 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners of Lots, with the exception of the Developer. Class A members shall be entitled to one vote for each such Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B members shall be the Developer. The Class B member shall be entitled to two (2) votes for each lot owned. The Class B membership shall terminate and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(i) The Developer shall have notified the Board of Directors of the Association in writing that no further properties will be brought within the jurisdiction of the Association by the recording of amended or supplemental declarations under Section 11.05 and the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(ii) on the thirtieth (30th) anniversary of the date this Declaration is recorded.

ARTICLE VII

COMMON AREAS

7.01 Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for enforcing this Declaration and for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be governed in accordance with the Association's articles and bylaws.

7.02 Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right to easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area.

7.03 Extent of Owners' Easements. The Owners' easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules regulating use of the Common Area; and

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the Class B members and two-thirds of the Class A members agreeing to such dedication or transfer has been recorded.

7.04 Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Area and facilities to the members of his or her family and to his or her guests subject to such general regulations as may be established from time to time by the Association.

7.05 Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his or her guests, tenants, licensees, agents or member of his or her family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot of said Owner.

7.06 Maintenance of Entryways and Common Areas Conveyed to Association. The Association shall be responsible for maintenance of any and all landscaping and vegetation growing within any Common Area.

7.07 Acquisition of Additional Common Area. The Association may acquire (by gift, purchase or otherwise) and improve additional real property as and for Common Area

upon approval by the Class B member and by a two-thirds majority of the Class A members who are voting in person or by proxy at a meeting of the Association duly called for this purpose.

ARTICLE VIII

DIVISION OF LOTS BY OWNERS

No Lot located within the Subdivision shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the subdivision of lands.

ARTICLE IX

CHARGES AND ASSESSMENTS

9.01 General Annual Charge. All Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, solely for the purpose of defraying the pre-litigation and litigation related costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions and for maintaining and improving the Common Area. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required for the ensuing calendar year (including interest costs). The amount of the charge to be levied against each Lot shall be equal to the total charges times a fraction, the numerator of which shall be 1 and the denominator of which shall be the total number of Lots in the Subdivision. The denominator is subject to increase should additional Lots be added under Section 11.05, below. Such charges shall be paid annually to the Association on or before March 1 of each year.

9.02 Special Charges. All Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Section 9.01 for which the general annual charges are inadequate.

9.03 Collection. The right to collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date of Twelve Percent (12%) per annum until paid in full. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges and the enforcements of liens therefor. Any liens securing unpaid charges arising by virtue of this Article IX shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall present or impede the collection of lawful charges, taxes or similar charges by the City. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wisconsin Statutes, to the extent said section is applicable. The Association shall, upon the written request of an owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, reasonable attorney's fees, title charges and court costs and other costs incurred shall be added to and become a part of such charge.

ARTICLE X

DISCLOSURES

Each Owner, by acceptance of a deed to a Lot, acknowledges that:

(a) Outlot 4 may be conveyed in the future to the University of Wisconsin--Madison to be used as part of the University of Wisconsin--Madison's arboretum. It is currently anticipated that these lots, if conveyed to the University of Wisconsin--Madison, would be used initially as a restored prairie and savannah. In maintaining such lots for such use, it may be necessary to hold periodic prairie burns and to conduct other natural land management on such lots. Such use of such lots as part of the arboretum, and such prairie management, shall not be deemed to be a nuisance.

(b) Outlot 32 may in the future be subdivided or developed for duplex, multifamily or condominium residential use.

Accordingly, the undersigned Developer, on behalf of itself and on behalf of all persons who may in the future acquire title to any of the Lots, hereby specifically waives any rights to object to the development of any of said lands for such purposes. The lands described in this Article X, and the uses thereof, are not subject in any manner whatsoever to the terms of this Declaration, and the uses described above for such lands are only those uses that are intended at this time.

ARTICLE XI

MISCELLANEOUS

11.01 Term and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot, or through Developer for a period of thirty (30) years from the date this Declaration is initially recorded. Until all of the Lots subject to this Declaration have been sold by Developer, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the owners of at least Sixty Percent (60%) of the Lots subject to this Declaration. Thereafter until the termination of this Declaration, this Declaration may be amended by the recording of an instrument executed by the owners of at least Sixty Percent (60%) of the Lots subject hereto. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least Sixty Percent (60%) of the Lots subject hereto has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Lot shall constitute a unit having a single vote.

11.02 Enforcement. Developer and any Owner shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both. Nothing herein shall be deemed to limit the rights of the City of Fitchburg to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of

this Declaration. Furthermore, the University of Wisconsin--Madison shall have the right to enforce Section 5.07 of this Declaration by proceedings at law or in equity against any person violating or attempting to violate said Section.

11.03 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

11.04 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot in the Subdivision.

11.05 Additions to Existing Property. The Developer, its successors and assigns shall have the right, but shall not be obligated, to bring within and subject to this Declaration, at such times and in such stages as Developer in its sole discretion shall determine, additional lands that are contiguous to the Subdivision, by executing and recording with the Register of Deeds for Dane County amended or supplemental declarations of covenants and restrictions with respect to the additional property. Such additional lands shall, upon the recording of such amended or supplemental declarations, be deemed to be part of the Subdivision. Under no circumstances shall this Declaration or any amended or supplemental declaration bind the Developer, its successors or assigns, to make any additions (except as specifically agreed therein).

11.06 Attorneys' Fees. If any suit or action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

Executed at Madison, Wisconsin, the day and year first above written.

HARLAN HILLS LLC
(the "Developer")

By: James A. Stormer
Name: JAMES A. STORMER
Title: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

000212

Personally came before me this 26th day of April, 1998, the above-named James Stamer and to me known to be the Manager of Harlan Hills LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said company.

Jean C. Smith
Name: Jean C. Smith
Notary Public, State of Wisconsin
My Commission: 1-7-01

This instrument was drafted by:
Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
22 East Mifflin Street, Suite 600
P.O. Box 2020
Madison, WI 53701-2020

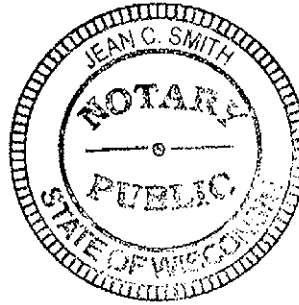
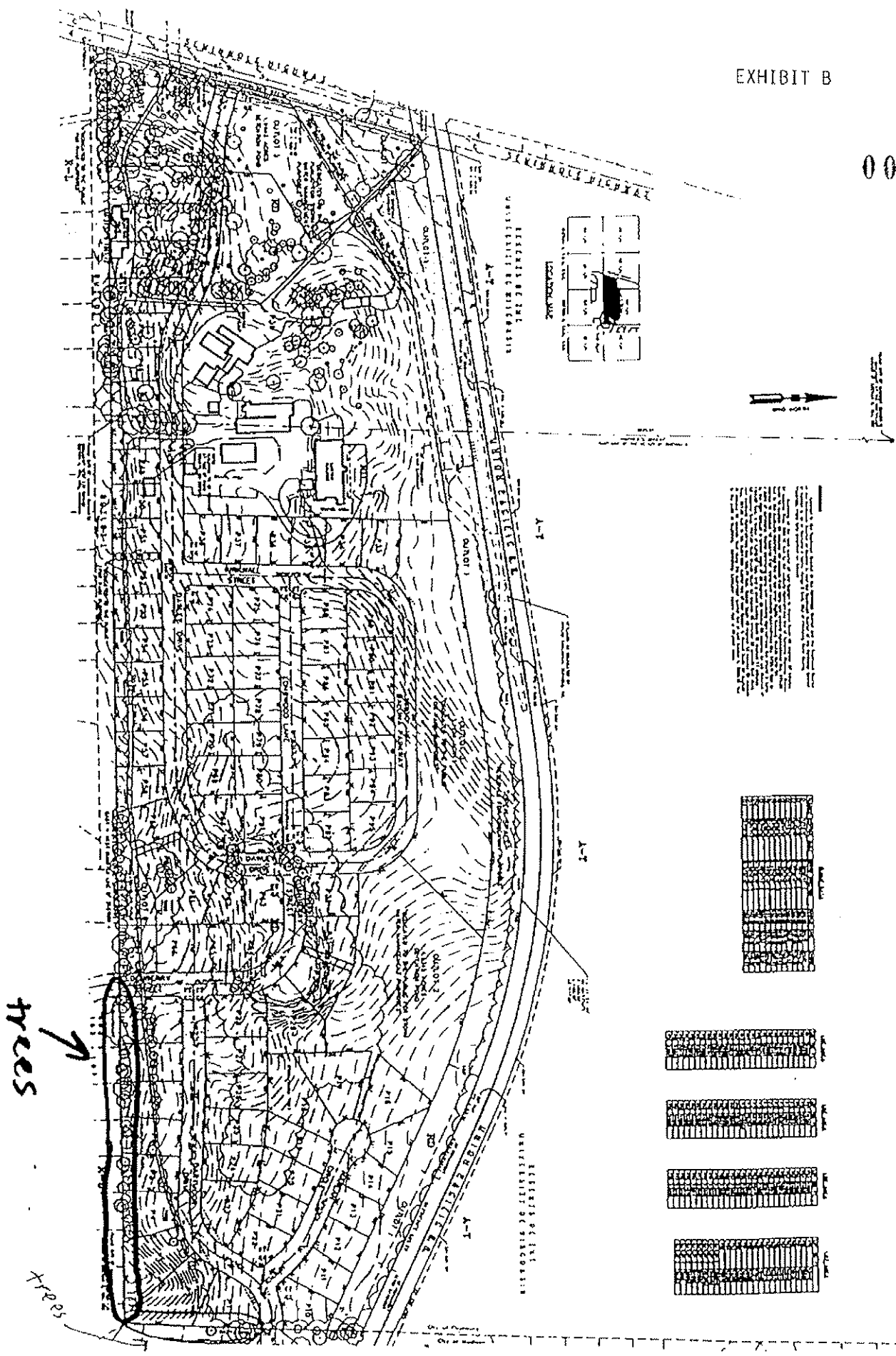


EXHIBIT A

Lots 1 through 60, inclusive, Harlan Hills.

000213

000214



1. The area shown on this map is a portion of the site of the former Japanese military installation at Camp 1, located in the vicinity of the intersection of the main road and the road leading to the former Japanese military installation. The area is bounded by the main road to the north and the road leading to the former Japanese military installation to the south. The area is divided into several sections, each of which is identified by a letter and a number. The sections are: A-1, A-2, A-3, A-4, A-5, A-6, and A-7. The sections are arranged in a grid pattern. The area is also divided into several sections, each of which is identified by a letter and a number. The sections are: 1-X, 1-Y, 1-Z, 1-AA, 1-AB, 1-AC, 1-AD, 1-AE, 1-AF, 1-AG, 1-AH, 1-AI, 1-AJ, 1-AK, 1-AL, 1-AM, 1-AN, 1-AO, 1-AP, 1-AQ, 1-AR, 1-AS, 1-AT, 1-AU, 1-AV, 1-AW, 1-AX, 1-AY, and 1-AZ. The sections are arranged in a grid pattern.

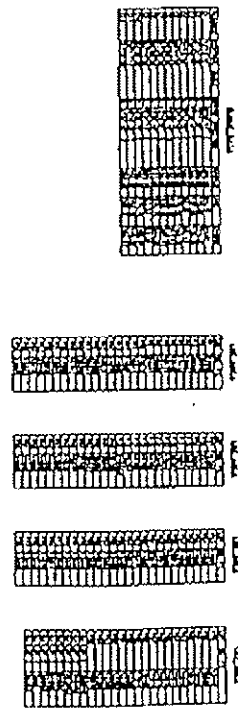


EXHIBIT C

Tax Parcel Numbers

15-0609-051-97808
15-0609-042-96408
15-0609-042-91501
15-0609-051-98405

000215

3390729

10-25-2001 3:42 PM

Trans. Fee

Rec. Fee 17.00
Pages 4

Document No.

**AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS FOR HARLAN
HILLS**

002884

Return to:
Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.
P.O. Box 2018
Madison, WI 53701-2018

See Exhibit A

Parcel Number

This Amendment to Declaration (the "Amendment") is executed the 8th
day of October, 2001, by HARLAN HILLS LLC ("Developer").

RECITALS:

A. Developer executed and recorded a Declaration of Protective Covenants for Lots 1 through 60, inclusive, Harlan Hills, in the City of Fitchburg, Dane County, Wisconsin (the "Declaration").

B. Section 11.05 of the Declaration states that the Developer shall have the right to bring within and to subject to the Declaration, at such times and in such stages as Developer in its sole discretion shall determine, additional lands that are contiguous to the Harlan Hills subdivision.

C. Developer desires to subject additional lands to the Declaration.

EXHIBIT A
CONTINUED

002887

First Addition to Harlan Hills cont.

Lot 65	225-0609-042-4045-2
Lot 66	225-0609-042-4056-2
Lot 67	225-0609-042-4067-2
Lot 68	225-0609-042-4078-2
Lot 69	225-0609-042-4089-2
Lot 70	225-0609-042-4100-2
Lot 71	225-0609-042-4111-2
Lot 72	225-0609-042-4122-2
Lot 73	225-0609-042-4133-2
Lot 74	225-0609-042-4144-2
Lot 75	225-0609-042-4155-2
Lot 76	225-0609-042-4166-2
Lot 77	225-0609-042-4177-2
Lot 78	225-0609-042-4188-2
Lot 79	225-0609-042-4199-2
Lot 80	225-0609-042-4210-2
Lot 81	225-0609-042-4221-2
Lot 82	225-0609-042-4232-2
Lot 83	225-0609-042-4243-2
Lot 84	225-0609-042-4254-2
Lot 85	225-0609-042-4265-2
Lot 86	225-0609-042-4276-2
Lot 87	225-0609-042-4287-2
Lot 88	225-0609-042-4298-2
Lot 89	225-0609-042-4309-2
Lot 90	225-0609-042-4320-2
Lot 91	225-0609-042-4331-2
Lot 92	225-0609-042-4342-2
Lot 93	225-0609-042-4353-2
Lot 94	225-0609-042-4364-2

HARLAN HILLS 3098770

PART OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 9 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

SCALE: ONE INCH = ONE HUNDRED FEET
 TOTAL PLAT AREA: 2,892,824 SQ. FT. (67,298 ACRES)

NOTES: 1) SEE SHEET 2 OF 4 FOR LEGEND, COORDINATE DATA, AND AREA TABLE.
 2) SEE SHEET 3 OF 4 FOR EASEMENTS.
 3) THE FINAL GRADE ESTABLISHED BY THE SURVEYOR ON THE UTILITY EASEMENTS SHALL NOT BE ALTERED BY ANY OTHER SURVEYOR OR PARTY. THE SURVEYOR'S RESPONSIBILITY IS TO VERIFY THE EXISTING UTILITIES ARE LOCATED EXACTLY AS SHOWN ON THIS PLAN AND TO VERIFY THE EXISTING UTILITIES ARE LOCATED EXACTLY AS SHOWN ON THIS PLAN AND TO VERIFY THE EXISTING UTILITIES ARE LOCATED EXACTLY AS SHOWN ON THIS PLAN.

CRID NORTH
 COORDINATE SYSTEM
 WISCONSIN STATE PLANNING BOARD
 APPROVED: 3/11/11
 REVISED: 3/11/11



DEPARTMENT OF ADMINISTRATION
 Certified March 19, 2011
 Department of Administration
 State of Wisconsin

LINE TABLE

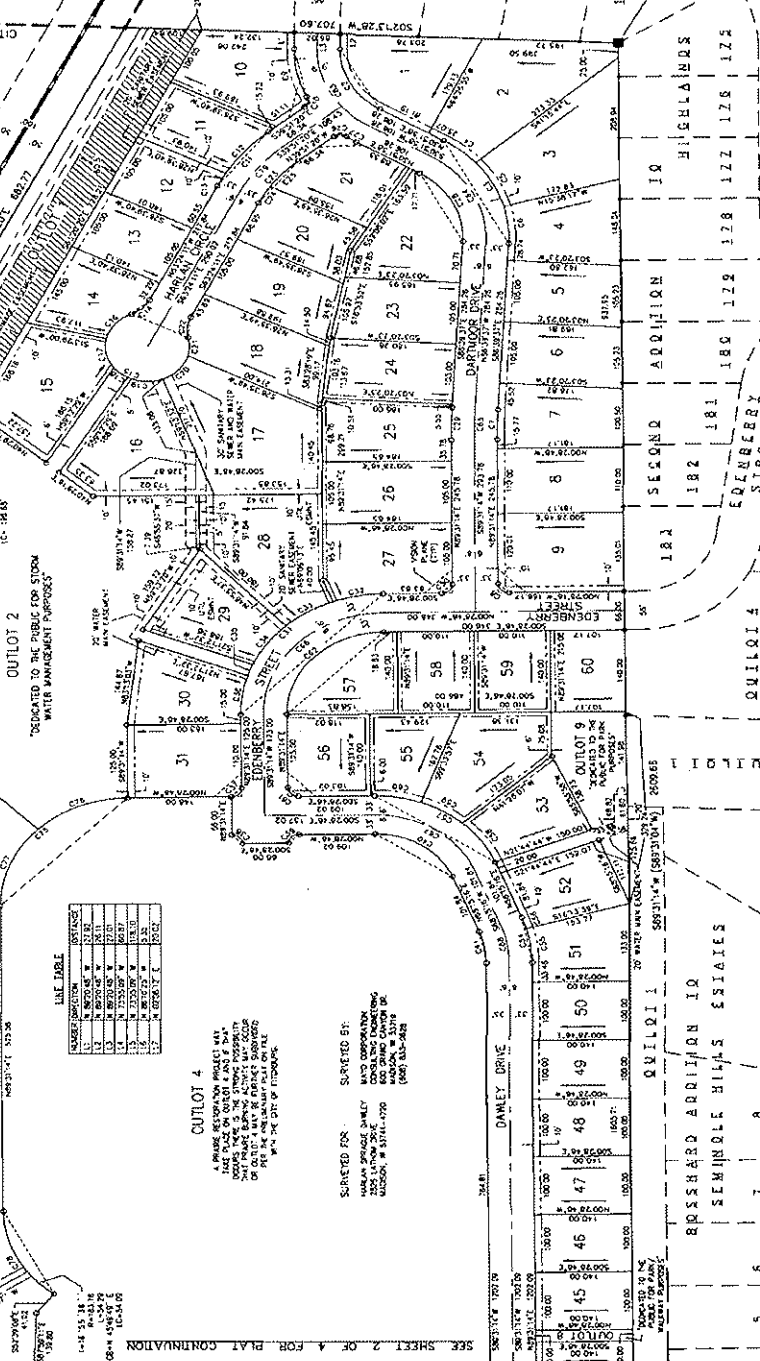
LINE NO.	DESCRIPTION	LENGTH (FEET)	AREA (SQ. FEET)
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OUTLOT 1
 DESIGNATED TO THE PUBLIC FOR PARK PURPOSES

OUTLOT 2
 DESIGNATED TO THE PUBLIC FOR STORM WATER MANAGEMENT PURPOSES

OUTLOT 3
 DESIGNATED TO THE PUBLIC FOR PARK PURPOSES

OUTLOT 4
 DESIGNATED TO THE PUBLIC FOR PARK PURPOSES



SEE SHEET 2 OF 4 FOR PLAT CONTINUATION

PRODUCE: NEW PLAT - PLAT 1
 N. VA. - 04-387-0000-000

