

DECLARATION OF VOL 9779 PAGE 63
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
DRUMHILL ADDITION TO WEXFORD VILLAGE
City of Madison, Dane County, Wisconsin

WHEREAS, Robert C. Voss, as Trustee, the owner of the plat of Drumhill Addition to Wexford Village, in the City of Madison, Dane County, Wisconsin, and recorded as Document No. 2008442, Dane County Registry, desires to control purposes for which the land in said plat is used as well as obligating the owners of said land to be bound by certain conditions, restrictions, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof;

NOW, THEREFORE, Robert C. Voss, Trustee, hereby declares and provides that owners of all lots in Drumhill Addition to Wexford Village, in the City of Madison, except areas designated for multiple family, townhouse, churches or other non-residential areas excluded under paragraph 14, are hereby members of the Wexford Village Homes Association, Inc. and subject to the By-laws and rules of said association and the same are hereby subject to the following restrictions, covenants, conditions and easements as well as the provisions as set forth in the Specific Implementation Plan approved by the City of Madison and recorded as Document No. 2008443, Dane County Registry.

30.00

All lots, except Lots 400 and 416, shall be used for residential purposes only with any structures erected, altered, placed or permitted to remain on any lot or part thereof subject to the following conditions, covenants and restrictions:

1. Lots 366 through 385, inclusive, 397 through 399, inclusive, and 401 through 415, inclusive, including modifications and variations thereof, shall be utilized exclusively for single family structures.

a. Single family structures shall have not less than one (1) nor more than three (3) automobile garage stalls which shall be located within an attached or basement garage.

b. Structures on all single family lots shall have not less than 1500 square feet for a single story. Two story houses shall have not less than 950 square feet on first floor area and a total of 1900 square feet on the total finished area of the house and if the garage is in the basement, the main floor area shall have not less than 1150 square feet. Split level or raised ranch houses shall have not less than 1500 square feet on the main floor area. For the purpose of determining floor area, stair openings shall be included but open or screened porches, attached garages and basements, even if finished off for recreational use, shall be excluded.

These minimum floor requirements may be waived by the approving authority, Westaire, Inc., or its subsequent approving authority, in the event the proposed architecture of the house is such as to present a pleasing appearance compatible with other houses in the development.

c. For purposes of these restrictions for single family structures, a family is defined as an individual, or two or more persons related by blood, marriage or legal adoption living together as a single housekeeping unit in a single dwelling. This includes foster children, domestic servants and, where owner occupied, not more than four (4) roomers, (where tenant occupied, not more than one (1) roomer).

d. A single family structure may be used for a professional or business office when such office is incidental to a principal use as a single family residence, less than three hundred (300) gross square feet in area used, the business is conducted without an identification sign or label displayed on the premises, and without any outside employees.

e. Accessory uses to principal permitted use of a single family residence are permitted of interior spaces within the principal structure, such as hobby or craft

activities, when such accessory use is conducted without disturbance or nuisance to adjoining premises.

f. Only two (2) domestic animals may be kept on any of the premises and must be housed within the principal structure. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for fee or not.

g. Accessory buildings are expressly prohibited except where approved by **Westaire, Inc.** or its subsequent approving authority.

h. No above ground swimming pools shall be permitted.

i. All lots in the plat, excluding Lots 400 and 416, shall have at least three (3) four-foot conifer shrubs and one (1) two-inch leaf tree planted in the front yard as part of the landscaping of the property which must be completed prior to occupancy of the unit. Landscape planting and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner with complete visual screening in the front, rear and side boundaries of the premises prohibited.

j. The landscaping for the cul-de-sacs shall be the responsibility of **Robert C. Voss, Trustee.**

k. Where public walks exist on public streets, it is the responsibility of the abutting lot owner to maintain the same in a safe and travelable condition.

l. Street trees will be planted by the City and specially assessed to adjoining lot owner.

m. All areas of a lot not used as a building site, lawn or under cultivation as a family garden shall have cover crop or be so cultivated or tended to keep it free of noxious weeds. The owner shall be responsible for maintaining the lot in a neat appearance.

n. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, erected in said plat, shall at any time be used as a residence, temporary or permanently, nor shall any residence of a temporary character be used as a dwelling.

o. No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction which has been approved by Westaire, Inc. as hereinafter set forth.

p. Parking shall be prohibited on any portion of the lot except the driveway and garage. Parking of service vehicles owned or operated by residents of the home shall be prohibited unless such vehicles are kept in the garage. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles shall be prohibited unless kept in the garage. This shall not prohibit the temporary

storage of such vehicles for the purpose of loading or unloading.

q. No fences over three (3') feet in height shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by Westaire, Inc. or its subsequent approving authority.

r. No building shall be erected or placed on any parcel in this plat until the plans, specifications, plot plan, minimum landscaping requirements and elevations showing the location of such building have been approved in writing by Westaire, Inc. or its agent appointed in writing for such purpose.

s. Plot plans shall show side yard and rear yard at the time of approval. Total side yard shall be fourteen (14') feet with a minimum of six (6') feet on a side. Such six foot minimum requirement may be waived by Westaire, Inc., or its subsequent approving authority, provided there is no existing house erected adjacent to side yard to be reduced. There shall be no minimum setback on the cul-de-sacs except as required by Westaire, Inc. or its subsequent approving authority.

2. Lots 386 through 396, inclusive, shall be utilized for

the purposes allowed on single family lots as set forth above except that **duplex units** shall be a permitted use.

a. All of the provisions, approvals and restrictions applying to the single family lots shall apply to the duplex lots except that not less than one (1) nor more than two (2) attached or basement garage stalls shall be provided for each family dwelling unit.

b. Structures on all **duplex lots** shall have not less than **950 square feet per unit for a single story and 1100 square feet per unit for a two story.**

c. Duplex structures shall be designed to present an attractive building face. Site grading is to achieve surface water drainage flow primarily to Gammon Road.

3. Lot 400 shall be utilized as a **private park and open space** which shall be maintained by **Robert C. Voss, Trustee** through 1988 and the Wexford Village Homeowners Association, Inc. thereafter. Lot 416 shall be used for **park and open space.**

4. No plans shall be approved unless the owner furnishes a plot plan to **Westaire, Inc.** or its subsequent approving authority indicating the elevation of the house relative to the street elevation. Such approval shall not be granted unless the finish grade is compatible to the finished grade of adjacent lots, if such lots have previously been approved, or unless such grade is compatible to what **Westaire, Inc.** or its subsequent approving

authority deems to be the reasonably desirable grade level for the lot in questions. Westaire, Inc. or its subsequent approving authority shall maintain a copy of all approved plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow Westaire, Inc. or its subsequent approving authority, or either of the adjacent neighbors, a cause of action against the person violating such grade plan. Failure to secure approval shall not constitute grounds for forfeiture of title.

5. No owner of any lot shall grade or obstruct any drainage swale which is in existence at the time of development so as to impede the flow of drainage water from other lots across such swale.

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

7. After Robert C. Voss, Trustee, or his successor, ceases to have title to any lot in Section 14, Town 7 North, Range 8 East, in the City of Madison, no building shall be erected or placed on any lot until plans, specifications, plot plan and elevations showing location of such building have been approved in writing by a committee of three (3) persons designated by the

Board of Directors of the Wexford Village Homes Association, Inc. pursuant to the By-laws of said corporation. Westaire, Inc. may elect to assign its rights to approve plans, specifications, plot plans and elevations to said association after a period of five (5) years from date of plat or when sixty-five (65%) percent of the lots in said plat have been sold, whichever occurs first.

In the event the association does not designate a committee to approve such plans and specifications, or in the event Westaire, Inc. or the committee do not approve or reject such plans and specifications within fifteen (15) days after the same have been submitted to the approving authority, such approval shall not be required.

8. All lots, except Lot 400 and 416, shall be subject to a general annual charge or assessment, determined by the Wexford Village Homes Association, Inc., for the purpose of defraying the cost of maintaining the landscaping, walkways, hard surface areas and lighting in the areas deeded to the association by the developer as shown in the plat. Such general annual charge or assessment shall not exceed Forty (\$40.00) Dollars per lot except that the association may increase such maximum charge upon an affirmative vote of at least fifty (50%) percent of the members entitled to vote at either an annual or special meeting called for such purpose by notice as provided for in the By-laws of the association.

9. Robert C. Voss, Trustee shall take care of initial seeding, sodding, lighting and landscaping of walkways set forth in the plat and shall pay for the entire maintenance of such areas for the year 1987. The association shall annually determine its budget for the following year and shall assess against each lot a pro rata share of the costs of maintaining the open areas for the following year based on the number of lots that have been platted prior to December 31 of each year. The owner of record as of January 1 of each year shall be personally responsible for the assessment for that year and such assessment shall also be a lien upon the real estate, but such lien shall be subordinate to any existing mortgage or other lien of record prior to the date the assessment is made. Such amount shall be payable on or before February 1 of that year and if not paid by February 1, shall draw interest at eighteen (18%) percent per annum or the highest rate allowable by law, whichever is less. If not paid on or before April 1 of each year, the association shall have the right to take judgment against the owner for the amount plus accrued interest and reasonable costs of collection with the interest after judgment to be at the same maximum allowable rate.

Robert C. Voss, Trustee further provides that in the event Wexford Village Homes Association, Inc. does not maintain such areas, the City of Madison may take over the maintenance of

such areas and assess against the properties in the Wexford Village Homes Association, Inc. the pro rata share of such maintenance charges, which assessment shall be a lien upon the real estate. Such assessment shall be included on the tax bill for every parcel whose owner is in the Wexford Village Homes Association, Inc.

10. All lots shall also be subject to special assessment by the Board of Directors of the association to cover all or any portion of expenses incidental to the enforcement of the recorded Declaration of Conditions, Covenants, Restrictions and Easements covering said lot including, in the case of a vacant, unimproved or unkept lot, its maintenance and removal of weeds, grass or any other unsightly or undesirable objects therefrom, provided, however, that written notice shall be given to the owner of the lot informing him of any demands for correction of violations at least ten (10) days prior to the institution of legal proceedings or correction of defaults. Such assessments shall be a lien upon the real estate as well as a personal obligation of the owner except that the liens shall be subordinate to any prior existing mortgages or other liens. The association shall have the absolute right to enter upon any unimproved lot for the purpose of enforcing the terms and conditions of this paragraph.

11. The right to collect or enforce the collection of the charges or special assessments is hereby exclusively delegated to

the association except that if the City of Madison shall determine, after thirty (30) days written notice to the association, that the association has not and in the future can not maintain the property of the association in accordance with these covenants, the City may succeed to all the rights and obligations of the association. The purchasers of lots shall be personally obligated to pay such charges and special assessments upon the land purchased provided, however, that such delinquent assessments have been reduced to judgment so as to constitute a lien upon the property and notice to the purchaser.

12. If the members of the **Wexford Village Homes Association, Inc.** vote to terminate their association, the lands owned by the association shall be deeded to the City of Madison at no cost to the City and all unexpended maintenance funds shall be paid over to the City Treasurer without restrictions and all lots shall continue to be subject to the maintenance assessments as provided above.

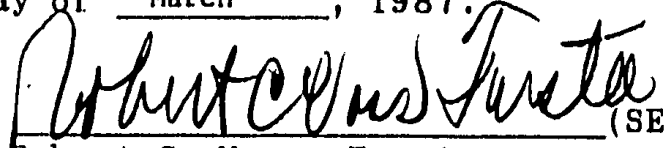
13. **Robert C. Voss, Trustee** is the owner of other lands in Section 14, Town 7 North, Range 8 East, in the City of Madison and he or his successor reserves the right to add the remaining property to the **Wexford Village Homes Association, Inc.** at the time of any subsequent platting of these additional properties. If he does so elect to add such properties to the association, such properties shall be subject to the By-laws of the **Wexford**

Village Homes Association, Inc., except it is specifically provided that areas designated for multiple family, townhouses, churches or other non-residential areas shall be specifically excluded from the association and shall not be involved with the payment for the maintenance of the areas owned by the association.

14. Outlots 43 and 44 shall be added to the outlots in the original plat of Wexford Village and other additions and will all become a part of the one **Wexford Village Homes Association, Inc.**


15. This declaration shall run with the land and shall be binding upon all owners of property covered by this document for a period of thirty (30) years from the date this document is recorded, after which time it shall automatically stand renewed for successive ten (10) year periods unless an instrument terminating or changing such covenants in whole or in part is signed by the owners of at least fifty (50%) percent of the local assessed valuation of all lots subject to this document and also approved by the City of Madison.

IN WITNESS WHEREOF, Robert C. Voss, Trustee has hereunto set his hand and seal this 25th day of March, 1987.



Robert C. Voss, Trustee (SEAL)

Signature of Robert C. Voss, Trustee authenticated this 25th day of March, 1987.



David A. Geier
Member State Bar of Wisconsin

REGISTER'S OFFICE
DAHE COUNTY, WI. SS
RECORDED ON
Apr 6 12 00 PM '87
CAROL R. MAHNKE
REGISTER OF DEEDS

This instrument drafted by:
Robert C. Voss

return

119 E MAIN MADISON 53701