

DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR

MORNINGDALE ADDITION TO WEXFORD VILLAGE
City of Madison, Dane County, Wisconsin

WHEREAS, ROBERT C. VOSS, as TRUSTEE of the owner of MORNINGDALE ADDITION TO WEXFORD VILLAGE, in the City of Madison, Dane County, Wisconsin, and recorded as Document No. 1623945, 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 all of the lots in MORNINGDALE ADDITION TO WEXFORD VILLAGE, in the City of Madison, be and the same hereby are 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. 1623996, Dane County Registry.

1. That lots in MORNINGDALE ADDITION TO WEXFORD VILLAGE, shall be used for residential purposes only and no structures shall be erected, altered, placed or permitted to remain on any lot or part thereof other than:

a. All lots including modifications and variations thereof, except Lots 75, 88 through 93, inclusive, 97, 98, 99, and 109 through 112, inclusive, shall be utilized exclusively for single family structures each having not less than two (2) nor more than three (3) automobile garage stalls which shall be located within an attached or basement garage. 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. Accessory buildings are expressly

prohibited except where approved and authorized by WESTAIRE, INC. or its subsequent approving authority. Landscape planting and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner with complete visual screening of the front, rear and side boundaries of the premises prohibited. Street trees will be planted by the City and specially assessed to adjoining lot owner. Where public walks exist on public streets, it is the responsibility of the abutting lot owner to maintain same in a safe and travelable condition.

b. The following minimum floor requirements shall apply to the following lots:

1. Lots 75, 88 through 93, inclusive, 98, 99, and 109 through 112, inclusive, shall be limited to erection of duplex structures with not less than 1000 square feet of living space in each unit with not less than two (2) nor more than four (4) garage stalls for each building which garage stalls shall be located within an attached or basement garage. Only two (2) domestic animals may be kept on any one lot and must be housed within the principal structure. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not. Accessory buildings are expressly prohibited except where approved and authorized by WESTAIRE, INC. or its subsequent approving authority. Landscape planting and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner with complete visual screening of the front, rear and side boundaries of the premises prohibited. Street trees will be planted by the City and specially assessed to adjoining lot owner. Where public walks exist on public streets, it is the responsibility of the abutting lot owner

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

c. Lot 97 is excluded from this declaration and will be dealt with separately by the owner.

2. 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, temporarily or permanently, nor shall any residence of a temporary character be used as a dwelling.

3. 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.

4. So long as Robert C. Voss, Trustee has any title to any part of said plat, no building shall be erected or placed thereon until the plans, specifications, plot plan 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.

After Robert C. Voss, Trustee 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 the plans, specifications, plot plan and elevations showing the locations of such building have been approved in writing by a committee of three (3) persons designated by the Board of Directors of Wexford Village Homes Association, Inc., pursuant to the by-laws of said corporation. WESTAIRE, INC. after a period of five (5) years from the date of plat or after sixty-five (65%) per cent of the lots in said plat have been sold, whichever occurs first, may elect to assign its rights to approve such plans, specifications, plot plans and elevations to said association. In the event such association does not designate the committee to approve such

plans and specifications or in the event WESTAIRE, INC., or the committee does not approve or reject such plans, specifications, plot plan and elevations within fifteen (15) days after the same have been submitted to the approving authority, then such approval shall not be required.

For the purpose of determining floor area, stair openings shall be included but open porches, screened porches, attached garages and basements, even if the basements are finished off for recreational use, shall be excluded. The failure to secure approval shall not be grounds for forfeiture of title.

5. All areas of lots not used as a building site or lawn or under cultivation as a family garden shall have crop cover 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.

6. No plans shall be approved unless the owner furnishes a plot plan which indicates the elevation of the house relative to the street elevation which must be furnished to WESTAIRE, INC. or its subsequent approving authority, to be kept by it and 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 question. WESTAIRE, INC. or its subsequent approving authority, shall maintain a copy of all approved previous plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either WESTAIRE, INC. or its subsequent approving authority, or either of the adjacent neighbors a cause of action against the person violating such grading plan.

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.

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7. The 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 inches.

8. 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. No outbuildings shall ever be erected on the premises without approval of WESTAIRE, INC. or its subsequent approving authority.

9. Plot plans shall show the side yard setback and the rear yard at the time of approval and the minimum side lot shall be six (6') feet on one side with a total of fourteen (14') feet of side lot except that such minimum side lot may be waived by Westaire, Inc. although the combined side lot shall be at least 14 feet provided, however, that such minimum 6 feet shall not be approved if there is an existing house erected on the side which such minimum is being reduced. There shall be no minimum setback on cul-de-sacs nor minimum rear yard except such as are required by Westaire, Inc. or its subsequent approving authority.

10. Parking of service vehicles owned or operated by residents of the homes or apartments is prohibited unless they are kept in garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles are prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading.

11. All lots in MORNINGDALE ADDITION TO WEXFORD VILLAGE shall be subject to a general annual charge or assessment, determined by the Wexford Village Homes Association, Inc. for the purpose of defraying the costs of maintaining the landscaping, walkways, hard surfaced areas, lighting, and recreational facilities in the areas deeded to the association by the developer as shown in the plat with a maximum annual charge not to exceed (\$40.00) Dollars per

lot except that the association may increase such maximum amount only upon an affirmative vote of at least fifty (50%) per cent of the members entitled to vote at either an annual meeting or a special meeting called for such purpose, with notice as provided for in the by-laws of the association. Robert C. Voss, Trustee shall take care of the initial seeding, sodding, landscaping, walkways, and lighting for such areas and to pay for the entire maintenance of such areas for the balance of 1980. In November or December of 1980 the association shall determine its budget for 1981 and shall assess against each lot a pro rata share of the costs of maintaining such area for the following year based on the assessed value of the property for the previous year. The owner of record as of January 1 of each year shall be personally responsible for the assessment for that year and such assessments 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 the highest rate allowable by law and 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 that 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 against the real estate. Such assessment shall be included on each tax bill for each and every parcel whose owner is in the Wexford Village Homes Association, Inc. If the Wexford Village Homes Association votes to terminate their association, the lands owned by the association shall be deeded to the City of Madison at no cost to the City of Madison 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 in this section.

12. 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 the 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 corrections of violations at least ten (10) days prior to the institution of legal proceedings or correction of defaults. Such assessments shall be a lien on 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 the preceding paragraph.

13. 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 on the property and notice to the purchaser.

14. Robert C. Voss, Trustee is the owner of other lands in Section 14 of Town 7 North, Range 8 East, which is now in the City of Madison and 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 and, if he does so elect to add such properties to

the association, such properties shall be subject to the by-laws of 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 Homes Association.

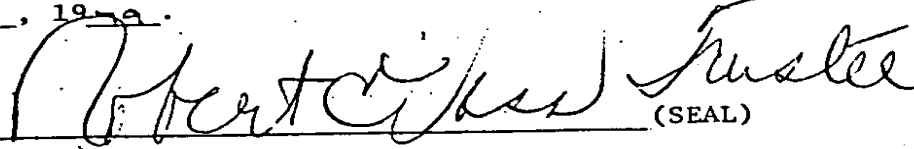
The outlots in MORNINGDALE ADDITION TO WEXFORD VILLAGE shall be added to the outlots in the original plat of Wexford Village and other additions and will all become a part of the one Wexford Village Homes Association, Inc.

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 covenant in whole or in part is signed by the owners of at least fifty (50%) per cent of the local assessed valuation of all lots subject to this document and also approved by the City of Madison.

16. It is specifically understood that a Comprehensive Development Plan has been approved by the City of Madison for Westaire, Inc. and Robert C. Voss, Trustee which calls for commercial development, nursing home development and group housing and apartment development on the north side of Old Sauk Road and on the West side of Gammon Road and persons acquiring title to any lots in MORNINGDALE ADDITION TO WEXFORD VILLAGE specifically waive any rights to object to the Specific Implementation Plan which will be submitted in the future as these areas are platted.

IN WITNESS WHEREOF, Robert C. Voss has hereunto set his hand and seal this 28th day of SEPTEMBER, 1979.

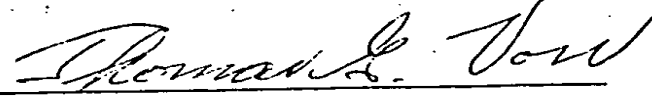
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Robert C. Voss, Trustee (SEAL)

Signature of ROBERT C. VOSS authenticated this 28th day of SEPTEMBER, 1979.

1979. Office of Register of Deeds } 35.
Dane County, Wisconsin

Recorded Sept 28 1979 

At 3:27 o'clock P.M. Title: Member State Bar of Wisconsin
Carol K. Matzke, Register

This instrument drafted by Robert C. Voss.