

**DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS AND
EASEMENTS FOR THE PLAT OF
KILKENNY FARMS WEST, VILLAGE OF
WAUNAKEE, DANE COUNTY, WISCONSIN**

DOCUMENT #
5977392
08/01/2024 08:07 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 39

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Kilkenny Farms, LLC, a Wisconsin limited liability company ("Developer"), being the owner of the real estate in the Village of Waunakee, Dane County, Wisconsin, which has been platted as Lots 4-284, inclusive, of the Plat of Kilkenny Farms West, Village of Waunakee, Dane County, Wisconsin (the "Property"), hereby declares that Lots 4-284 within the Property are subject to the following restrictions, covenants, conditions and easements, and that all of such Lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions, conditions and easements set forth herein:

Return to:
Michael J. Lawton
Boardman & Clark LLP
P.O. Box 927
Madison, WI 53701-0927

080918199211;080918183511;
080918197011;080918295051

Parcel Identification Numbers

ARTICLE 1

Definitions

For purposes of all Articles within these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

1.1. "Developer" shall refer to Kilkenny Farms, LLC, and its successors and assigns.

1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot within the Property, except that as to any such Lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor. For purposes of Articles 3, 4 and 5 hereof, where more than one person holds an ownership interest in any Lot, the consent or agreement of a majority of the owners of any such Lot shall be deemed to be the consent or agreement of the owner of any such Lot, and any such Lot shall have only one vote on any matter provided for in Articles 3, 4 and 5 hereof.

1.3. "Property" shall mean and refer to the real estate described as Lots 4-284, inclusive, within the Plat of Kilkenny Farms West, Village of Waunakee, Dane County, Wisconsin.

ARTICLE 2

Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Village of Waunakee, Dane County, Wisconsin, and is known as Lots 4-284, inclusive, Kilkenny Farms West, Village of Waunakee, Dane County, Wisconsin.

ARTICLE 3

Architectural Control and Protective Covenants and Restrictions

3.1. For all buildings or other improvements of any kind or nature to be constructed, erected or placed on any Lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings must be submitted to the Developer or the Design Review Committee, whichever is then applicable, for written approval as to appearance, the quality of workmanship and materials, attractiveness and harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the substructure of any structure, prior to commencement of any construction on any Lot. No buildings or other improvements may be constructed, erected or placed on any Lot other than in accordance with the approved documents. No buildings or other improvements to any Lots shall be approved unless such buildings or other improvements comply with the terms of Exhibit A attached hereto and made a part hereof.

For purposes of this Declaration, the term "improvements" shall include, but not be limited to, play structures, fences, patios, decks and swimming pools. All buildings (other than an in-ground pool accessory building approved under section 3.11 below) shall conform to the following architectural requirements, provided however, that exceptions to these requirements may be granted by the Developer or the Design Review Committee, whichever is then applicable, if in their sole discretion, the

Developer or Committee determines that the exception is reasonable and is consistent with the standards in section 3.31 of this Declaration:

- (A) The building shall have a minimum roof pitch of not less than 8/12 pitch, side to side, as viewed from any adjoining street and not less than a 6/12 pitch, front to back, as viewed from any adjoining street, except that the 8/12 pitch requirement may be reduced, in the judgment of the Developer or the Committee, in cases in which the house is of a "prairie architecture" design.**
- (B) Roofs shall receive dimensional architectural shingles. Plumbing, HVAC and roof vents, unless continuous ridge vents, shall be placed in locations that are not visible from the street adjoining the front yard.**
- (C) Building trim shall consist of finished natural wood, cementitious fiber, wood fiber, molded millwork or shall be wood clad in prefinished vinyl or .025 or heavier aluminum, provided it has the same visual effect as natural materials, but nothing herein shall be interpreted to prohibit the use of vinyl siding or aluminum fascia in areas of the home that call for siding or fascia, but this shall not be a substitute for the use of brick or stone where otherwise required.**
- (D) Building fascia trim shall be a minimum of 10" in nominal width and shall be applied over a 2" x 8" nominal subfascia, which gives the effect of a recessed soffit, but nothing herein shall be interpreted to prohibit the use of vinyl siding or aluminum fascia to meet these requirements, but this shall not be a substitute for the use of brick or stone where otherwise required.**
- (E) Trim shall be placed around all exterior doors and windows and shall be a minimum of 4" in nominal width. Trim shall be placed above garage doors and on the corners of the building and shall be a minimum of 6" in nominal width.**
- (F) 8" nominal band-board trim shall be placed at the floor line to divide stories where vertical alignment of building elements between such stories is not achieved.**
- (G) All chimneys shall be fully enclosed with brick or stone from grade to within 6" of the bottom of the chimney cap. Direct vent fireplace enclosures may not be placed on the exterior of the building unless the enclosure terminates under an uninterrupted soffit, is placed on**

the rear of the building or is located behind an offset in the building so as not to be visible from the front yard.

- (H) Brick or stone veneer is required to be placed on the exposed portions of the foundation on the front and both sides of the building. Brick or stone veneer shall turn front corners of the building to the first jog. On corner Lots, brick or stone veneer shall be on the entire side of the building facing the street.
- (I) Windows, except transom windows, shall have a vertical sash dimension equal to or greater than the horizontal sash dimension. Windows and patio doors shall have and maintain window grills with a pattern consistent with the architectural style of the building.
- (J) All exterior doors, including garage doors and entrance doors, shall be of a raised panel or carriage style design. Garage doors shall require windows if oriented towards a street, provided however, that windows shall not be required in garage doors if a substitute for windows in the garage doors is approved in the judgment of the Developer or Committee.
- (K) Deck and screened porch posts shall be a nominal 6"x 6" minimum (or trimmed to such a dimension) and receive cap and base trim of at least 4" and 6" nominal width, respectively, along with an additional 1" x 8" nominal width trim board at the top and bottom of the support deck posts where required in the judgment of the Developer or Committee. Deck railings shall be attached to newel posts and shall not be continuous spindle supported rail systems. Deck posts must be painted or wrapped with hard surface material.

3.2. After the Developer and its successors and assigns cease to have any title to any Lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under these Covenants, Conditions, Restrictions and Easements, must be submitted to the Design Review Committee ("Committee") for approval in writing by a majority of the members of said Committee.

The Committee shall consist of three persons, elected by the Board of Directors of the Kilkenny Farms West Homeowners Association, Inc. ("Association") in accordance with the By-Laws of such Association, for terms of one (1) year each. In the event of the failure of the Association to elect a Committee in any year, the most recently elected members shall continue to serve until successors are duly elected.

3.3. For each building constructed, erected or placed on any Lot, the prime contractor or builder responsible for construction of such building shall be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed prime contractor's or builder's experience, financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality single family residences.

3.4. No alteration in the exterior appearance, design, exterior color, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the subsurface of any existing buildings or improvements, including but not limited to, any exterior remodeling and the construction of patios, decks, and in-ground swimming pools, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable. No alteration of any Lots shall be approved unless such buildings or other improvements comply with the terms of Exhibit A attached hereto and made a part hereof.

3.5. The existing vegetation of each Lot subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Developer or the Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

3.6. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots. Violations of the approved site, grading or landscaping plans shall give either the Developer or Committee, whichever is then applicable, or any adjacent Lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any Lot within the Property without the approval of the Developer or the Committee, whichever is then applicable.

3.7. All Lots within the Property shall be used only for detached single-family residential purposes, except that (a) all Lots may continue to be owned or leased by Developer for present agricultural purposes and uses, and (b) Developer may permit the use of a residence on any Lot (which must include

a standard garage door) within the Property as a model home, which may include the use of model home signage (not to exceed 2'x3' in size) only on the Lot where the model home is located.

For the avoidance of doubt, and unless preempted or prohibited by valid state or federal law, (a) the rental of dwellings, bedrooms or other housing to transient persons on an hourly, daily or weekly basis within any Lot, including, but not limited to, the operation of tourist rooming houses or boarding facilities, e.g. but not limited to, rental through Airbnb-type internet sites, to persons who are not residents on the Lot, or (b) the rental of swimming pools, decks or patios within a Lot on an hourly, daily, weekly, seasonal or other basis to persons who are not residents on the Lot, shall not be considered "single-family residential purposes" under this section and shall be deemed prohibited, unless the person renting or boarding is a member of the family of the owner of or tenant on the Lot.

The following minimum floor area requirements shall apply to all detached single-family residential buildings erected on any Lots subject to this Declaration:

- (a) No single-story building shall have less than 1,600 square feet.
- (b) No two-story building shall have less than 2,000 square feet.
- (c) No raised ranch, bi-level, or tri-level building shall have less than 1,600 square feet on the main level.

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

The above minimum floor area requirements may be waived by the Developer or the Committee, whichever is then applicable, in the event the proposed architecture and quality of the house is such as to present an attractive appearance compatible with other houses within the Property, in the judgment of the Developer or the Committee.

3.8. All single-family residential buildings must have an attached garage, and such garage must contain not less than two (2) nor more than three (3) automobile garage stalls.

3.9. No building previously erected elsewhere may be moved onto any Lot subject to this Declaration, except new prefabricated construction or

historically significant structures, which shall be approved by the Developer or the Committee, whichever is then applicable, in their discretion.

3.10. All driveways and alleys must be paved with concrete, provided however, that the Developer or the Committee, whichever is then applicable, may waive this requirement to permit the use of brick pavers, or materials that will have the same appearance and effect as concrete or brick pavers, where appropriate in the opinion of the Developer or Committee. No more than two (2) domestic animals may be kept on any Lot subject to this Declaration. No fowl, including chickens, hens or roosters, may be kept outside of the dwelling on any Lot, except to the extent permitted by Village ordinance. No pit bulls, Rottweilers, Doberman pinschers, or their close mixes or wolf hybrids may be kept on any Lot. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property.

3.11. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above-ground swimming pools, are expressly prohibited within the Property, except that (a) pergolas are permitted at locations on site plans approved in writing by the Developer or Committee, whichever is then applicable; and (b) where a site plan approved by the Developer or the Committee includes an in-ground swimming pool, then a visually suitable accessory building or structure ancillary to such in-ground pool is permitted if approved in writing by the Developer or Committee, whichever is then applicable, limited to such pool-related use. Approvals shall be in the sole judgment and discretion of the Developer or the Committee.

3.12. Where public sidewalks exist, it is the responsibility of the abutting Lot owner to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction.

3.13. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

3.14. Parking of commercial or service vehicles owned or operated by residents within the Property, whether on Lots or in the public street within the Property, is prohibited unless such vehicles are kept in the garage. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside garages. This section shall not prohibit the temporary parking or storage of such vehicles for the sole purpose of loading or unloading such vehicles at the Lot at which parked, for a period not to exceed twenty-four (24) hours. No cars, boats or other vehicles shall be parked on lawns or yards at any time.

3.15. All areas of Lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep such areas free from noxious weeds, to the extent permitted by law. All Lots, and all buildings and other improvements thereon, shall be kept in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. This paragraph shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in the back yards and shall not exceed 35% of the total area of the Lot, exclusive of the footprint of all buildings and the driveway.

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

3.17. Construction of all buildings shall be completed within eight (8) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) and paving of driveway shall be completed, in accordance with the approved landscaping plan, within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the Lot owner, the time for completion shall be extended by the period of such delay.

3.18. Except to the extent that this prohibition is limited or prohibited by federal or state law or regulations, no exterior antennas, satellite dishes, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height, size and color thereof. NO CHAINLINK, VINYL, PLASTIC OR SHADOWBOX FENCES SHALL BE ALLOWED AT ANYTIME. All fences require written approval from the Developer or the Committee, and the only fences that will be approved are ornamental metal fences or wrought iron fences, black in color.

3.19. No noxious or offensive trade or activity shall be carried on within the Property, nor shall anything be done which may be or will become a nuisance to the neighborhood. This section shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in back yards and do not exceed the area described in section 3.15 above. This section shall not limit in any way the installation of plat entrance signs, Developer's continued agricultural use within the Property or the Developer's creation of trails and paths within the plat.

3.20. The elevation of any utility easement within the Property may not be changed in excess of six (6) inches without the permission of all of the applicable utilities, and any party making such change shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches. No retaining walls, fences, decks, or other similar structures shall encroach upon easement rights granted for the operation and maintenance of Village of Waunakee municipal utilities.

3.21. No Lot as platted shall be re-subdivided, except with the approval of the Developer or the Committee, whichever is applicable. No boundary line within the Property shall be changed, except with the approval of the Developer or the Committee, whichever is then applicable. This section shall not be construed to prevent the use of one Lot and part or all of another Lot or Lots as one building site, unless a replat or certified survey map is required to either divide, adjust the boundaries of or combine lots. Re-platting or the use of certified survey maps to either divide, adjust the boundaries of or combine any lots within the Property shall require the approval of the Developer or the Committee.

3.22. No signs of any type shall be displayed to public view on any Lot without the prior written consent of the Developer or the Committee, whichever is then applicable, except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, (b) signs erected by Developer advertising lots within the Property for sale, or (c) plat entrance signs to the extent such signs are permitted by the Village of Waunakee.

3.23. All buildings and other improvements constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements and all front yard, side yard, rear yard, setback and other requirements imposed under the General Development Plan for the plat, as heretofore approved by the Village of Waunakee, and as amended from time-to-time hereafter, and the Specific Implementation Plan for the applicable Lot or Lots (including outlots), as approved by the Village of Waunakee heretofore or hereafter, and as amended from time-to-time.

3.24. No swale, drainage way, or stormwater detention area within the Property, whether established by easement or not, which is in existence at the time of development on any Lot on the Property, shall be re-graded or obstructed, so as to impede the flow of surface water across such swale or drainage way, or interfere with the proper functioning of any such swale, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, drainage way or stormwater detention area.

3.25. The following landscaping requirements apply to all Lots within the Property:

- (a) Front and side yards must be sodded, including street terraces, except that the Developer or the Committee, whichever is then applicable, may permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative materials and practices are employed, in their discretion. Notwithstanding the provisions of the preceding sentence, the compost blanket seeding method for terrace, front yards and side yards is acceptable.**
- (b) Rear yard areas which are not sodded must be seeded.**
- (c) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the Lot owner(s). Complete visual screening of the front, rear or side of any Lot is prohibited without approval of the Developer or the Committee, whichever is then applicable. Lawn trees shall be planted within 45 days of occupancy of the residence, or upon completion of construction, whichever occurs first, except that trees are not required to be planted during the winter months when the ground is frozen, but shall be planted as soon as weather conditions permit.**
- (d) The landscaping plan for each Lot shall achieve a minimum of 700 landscaping points as determined by the following point schedule:**

<u>Landscaping Element</u>	<u>Point Value</u>
Canopy Tree (2"-3" caliper at least 18 inches)	125
Canopy Tree (3"-4" caliper at least 18 inches)	150
Canopy Tree (greater than 4" at 18 inches)	200
Canopy Tree or Small Tree (1"-1-1/2" caliper at 18 inches, i.e., Crab, Hawthorn)	100

Evergreen Tree (4 to 6 feet in height)	100
Large Deciduous Shrub (3-yr. transplant, 36" min.)	20
Small Deciduous Shrub (3-yr. transplant, 18" min.)	10
Decorative Wall (per face foot)	5

3.26. The Developer, after a period of ten (10) years from the date of recording the final Plat or after seventy-five (75%) of the Lots within the Property (other than outlots) have been sold, whichever occurs first, may elect to assign all of the Developer's rights to approve all of the items set forth in Article 3 hereof to the Committee.

3.27. Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat is recorded, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 3.28 below. If any person, or his, her or its heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, the Committee or any person or persons owning any Lot or Lots within the Property, and in the case of Sections 3.20, 3.24, 3.25(c) and (d), 3.27, 3.28, 3.33, 3.34 and 3.36 hereof, the Village of Waunakee shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable actual attorney fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation. The Village of Waunakee shall not be required to take any action hereunder.

3.28. Article 3 hereof, or any part thereof, may be canceled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer, or if the Developer's rights under Article 3 of this Declaration have been assigned to or assumed by the Committee, then by an instrument in writing signed by the Owners of a majority of the lots subject to this Declaration, but no provisions of Sections 3.20, 3.24, 3.25(c) and (d), 3.27, 3.28, 3.33, 3.34 and 3.36 hereof may be canceled, released, amended or waived without the written consent of the Village of Waunakee.

3.29. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect, and the provision so invalidated shall be deemed reformed to the extent possible to cure any such default.

3.30. In the event the Committee does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or Committee, within thirty (30) days after the same have been submitted to the approving authority in writing, then such approval shall be deemed granted in such instance. No such time limit shall apply to the Developer. The Developer or the Committee may condition any such approval upon the owner reimbursing the Developer or the Committee for the actual, reasonable costs incurred by the Developer or the Committee for architectural or engineering services which were required to review any proposal before the Developer or the Committee.

3.31. In exercising any authority under Article 3 of this Declaration, the Developer or Committee, as appropriate, shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Property;**
- (b) to protect each Owner of a Lot against improper uses by other Lot owners;**
- (c) to preserve the beauty of the Property;**
- (d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;**
- (e) to encourage and secure the erection of attractive, adequate sized homes, which are attractive, and conform and harmonize in external design with other structures within the Property, and which are properly located upon the Lot in accordance with its topography and finished grade elevation; and**
- (f) to provide for high quality improvements which will protect the investments of purchasers of lots.**

3.32. The Developer and the Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site, grading or landscaping plan or other matter, including any loss arising out of the negligence of the Developer or Committee.

3.33. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, drainage ways or stormwater detention areas, the Developer, the Committee, the Village of Waunakee, or any affected lot owner, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable, actual attorney fees and costs, to remedy said violation. Developer, Committee and the Village of Waunakee shall not be required to take any action hereunder.

3.34. The Owner of any Lot within the Property which abuts upon or is adjacent to land used for farming or grazing purposes (other than lands used by Developer or its tenant or successor for such purpose) shall erect and maintain, if requested by the adjacent property owner, a partition fence, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence, between the Owner's lot and the adjacent land, without cost to the adjoining property owner, so long as the adjoining land is used for farming or grazing purposes. The Developer, the Committee or the Village of Waunakee, as the case may be, shall have standing to bring proceedings at law or in equity against the Owner of such lot, and shall be awarded appropriate relief, including reasonable, actual attorney fees and costs, in the event of any violation hereof. Developer, Committee and the Village of Waunakee shall not be required to take any action hereunder.

3.35. While the Developer retains ownership of any Lots within the Property, the Developer reserves the right to submit some or all of said Lots and related outlots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said lots and related outlots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Covenants, Restrictions and Conditions shall, as to the Lots and Outlots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of said Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in the Property, pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of Lots within the Property, and their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by Developer, the Madison Area Builders Association, or any of the builders or participants in such Parade of Homes during the period of such Parade(s) as set forth above.

3.36. In order to reduce runoff and protect water quality, all downspouts and downspout extenders are to drain into a permeable area such as grass or a planting bed within each respective Lot. Individual Lots within the Property are required to infiltrate the first 1-inch of the runoff created within such Lot from its buildings, rooftops and impervious surfaces. The Lot Owner shall deep till or chisel-plow all disturbed areas beyond the street and building footprints to promote infiltration of stormwater, prior to the installation of landscaping, with the use of appropriate compost where necessary. During the construction of a dwelling unit on any Lot, the Owner shall cause all silt and debris in the street, whether public or private, to be cleaned up and removed on a daily basis at the end of each day to prevent runoff of silt and debris from the Lot into the stormwater management system.

3.37. Nothing in this Declaration shall prohibit the Developer or any bona fide builder, or their successors or assigns, from recording additional covenants with respect to specified Lots within the Property owned by such party which are more restrictive than the provisions of this instrument, but in no event may this instrument be modified, waived, amended or cancelled other than in accordance with the provisions of this instrument.

3.38. Outlot 25 shall be used solely for purposes of vehicular and pedestrian ingress and egress to and from Lots 158 to 163. Each Owner of Lots 158 to 163 shall own an undivided one-sixth (1/6) interest in Outlot 25, which undivided interest shall be appurtenant to such Lots, and no interest in Lots 158 to 163 shall be held, sold, conveyed or transferred without the appurtenant undivided one-sixth (1/6) interest in Outlot 25 being also held, sold, conveyed or transferred therewith. No building or structure shall be erected or placed on Outlot 25, but this shall not prohibit the construction of ornamental fences and gates, fountains, ornamental lamps, benches or other structures of a similar nature, provided such structures are approved by the Developer or the Committee, whichever is applicable, and such structures provide an aesthetically pleasing and attractive environment within Outlot 25. Landscape plantings, sodding and maintenance of Outlot 25 and adjoining street terraces, if any, shall be the responsibility of the Owners of Lots 158 to 163, at their expense, with the costs thereof to be shared equally among the owners of Lots 158 to 163, in accordance with the procedures in Article 5 hereof. Outlot 25 shall be maintained in an attractive and workmanlike manner, and kept free of debris, litter and refuse. The owners of Lots 158 to 163 shall constitute a Maintenance Committee to carry out the obligations hereof, as described in Article 5 hereof. Maintenance may be performed by one or more members of such Committee, or may be contracted out to one or more independent contractors. Each Owner of Lots 158 to 163 shall be liable for such Owner's one-sixth (1/6) share of the

reasonable cost of any such work. Complete visual screening of the front, rear and side boundaries of Outlot 25 is prohibited without the approval of the Developer or the Committee, whichever is then applicable.

3.39. Outlot 26 shall be used solely for purposes of vehicular and pedestrian ingress and egress to and from Lots 164 to 169. Each Owner of Lots 164 to 169 shall own an undivided one-sixth (1/6) interest in Outlot 26, which undivided interest shall be appurtenant to such Lots, and no interest in Lots 164 to 169 shall be held, sold, conveyed or transferred without the appurtenant undivided one-sixth (1/6) interest in Outlot 26 being also held, sold, conveyed or transferred therewith. No building or structure shall be erected or placed on Outlot 26, but this shall not prohibit the construction of ornamental fences and gates, fountains, ornamental lamps, benches or other structures of a similar nature, provided such structures are approved by the Developer or the Committee, whichever is applicable, and such structures provide an aesthetically pleasing and attractive environment within Outlot 26. Landscape plantings, sodding and maintenance of Outlot 26 and adjoining street terraces, if any, shall be the responsibility of the Owners of Lots 164 to 169, at their expense, with the cost thereof to be shared equally among the owners of Lots 164 to 169, in accordance with the procedures in Article 5 hereof. Outlot 26 shall be maintained in an attractive and workmanlike manner, and kept free of debris, litter and refuse. The owners of Lots 164 to 169 shall constitute a Maintenance Committee to carry out the obligations hereof, as described in Article 5 hereof. Maintenance may be performed by one or more members of such Committee, or may be contracted out to one or more independent contractors. Each Owner of Lots 164 to 169 shall be liable for such Owner's one-sixth (1/6) share of the reasonable cost of any such work. Complete visual screening of the front, rear and side boundaries of Outlot 26 is prohibited without the approval of the Developer or the Committee, whichever is then applicable.

3.40. Outlot 27 shall be used solely for purposes of vehicular and pedestrian ingress and egress to and from Lots 170 to 174. Each Owner of Lots 170 to 174 shall own an undivided one-fifth (1/5) interest in Outlot 27, which undivided interest shall be appurtenant to such lots, and no interest in Lots 170 to 174 shall be held, sold, conveyed or transferred without the appurtenant undivided one-fifth (1/5) interest in Outlot 27 being also held, sold, conveyed or transferred therewith. No building or structure shall be erected or placed on Outlot 27, but this shall not prohibit the construction of ornamental fences and gates, fountains, ornamental lamps, benches or other structures of a similar nature, provided such structures are approved by the Developer or the Committee, whichever is applicable, and such structures provide an aesthetically pleasing and attractive environment within Outlot 27. Landscape plantings, sodding and maintenance of Outlot 27 and

adjoining street terraces, if any, shall be the responsibility of the Owners of Lots 170 to 174, at their expense, with the cost thereof to be shared equally among the owners of Lots 170 to 174, in accordance with the procedures in Article 5 hereof. Outlot 27 shall be maintained in an attractive and workmanlike manner, and kept free of debris, litter and refuse. The owners of Lots 170 to 174 shall constitute a Maintenance Committee to carry out the obligations hereof, as described in Article 5 hereof. Maintenance may be performed by one or more members of such Committee, or may be contracted out to one or more independent contractors. Each Owner of Lots 170 to 174 shall be liable for such Owner's one-fifth (1/5) share of the reasonable cost of any such work. Complete visual screening of the front, rear and side boundaries of Outlot 27 is prohibited without the approval of the Developer or the Committee, whichever is then applicable.

3.41. Outlot 43 shall be used solely for purposes of vehicular and pedestrian ingress and egress to and from Lots 264 to 268. Each Owner of Lots 264 to 268 shall own an undivided one-fifth (1/5) interest in Outlot 43, which undivided interest shall be appurtenant to such lots, and no interest in Lots 264 to 268 shall be held, sold, conveyed or transferred without the appurtenant undivided one-fifth (1/5) interest in Outlot 43 being also held, sold, conveyed or transferred therewith. No building or structure shall be erected or placed on Outlot 43, but this shall not prohibit the construction of ornamental fences and gates, fountains, ornamental lamps, benches or other structures of a similar nature, provided such structures are approved by the Developer or the Committee, whichever is applicable, and such structures provide an aesthetically pleasing and attractive environment within Outlot 43. Landscape plantings, sodding and maintenance of Outlot 43 and adjoining street terraces, if any, shall be the responsibility of the Owners of Lots 264 to 268, at their expense, with the cost thereof to be shared equally among the owners of Lots 264 to 268, in accordance with the procedures in Article 5 hereof. Outlot 43 shall be maintained in an attractive and workmanlike manner, and kept free of debris, litter and refuse. The owners of Lots 264 to 268 shall constitute a Maintenance Committee to carry out the obligations hereof, as described in Article 5 hereof. Maintenance may be performed by one or more members of such Committee, or may be contracted out to one or more independent contractors. Each Owner of Lots 264 to 268 shall be liable for such Owner's one-fifth (1/5) share of the reasonable cost of any such work. Complete visual screening of the front, rear and side boundaries of Outlot 43 is prohibited without the approval of the Developer or the Committee, whichever is then applicable.

3.42. THE OWNERS OF LOTS ALONG AND NEAR OUTLOTS 6, 15, 31 AND 40 WITHIN THE PLAT ARE HEREBY NOTIFIED THAT SUCH OUTLOTS ARE PUBLIC PARK LANDS OWNED BY THE VILLAGE OF WAUNAKEE, AND

THE MANAGEMENT AND CONTROL OF SUCH LANDS WILL BE GOVERNED BY THE VILLAGE OF WAUNAKEE. THE OWNERS OF LOTS ALONG OR NEAR OUTLOT 15 ARE FURTHER NOTIFIED THAT SUCH OUTLOT IS OWNED BY THE VILLAGE OF WAUNAKEE AND MAY CONTAIN A PUBLIC WATER SUPPLY WELL AND EITHER A GROUND-MOUNTED OR ELEVATED WATER STORAGE TANK AT A FUTURE DATE WITH THE DESIGN, HEIGHT AND SIZE OF THE WATER STORAGE TANK TO BE DETERMINED BY THE VILLAGE IN THE FUTURE.

3.43. THE OWNERS OF LOTS ALONG AND NEAR OUTLOTS 1, 2, 5, 8, 12, 14, 16, 17, 18, 19, 21, 23, 24, 28, 29, 30, 31, 33, 34, 35, 36, 37, AND 45 WITHIN THE PLAT ARE HEREBY NOTIFIED THAT SUCH OUTLOTS ARE PUBLIC STORMWATER MANAGEMENT LANDS OWNED BY THE VILLAGE OF WAUNAKEE, AND THE MANAGEMENT AND CONTROL OF SUCH LANDS WILL BE GOVERNED BY THE VILLAGE OF WAUNAKEE.

3.44. THE OWNERS OF LOTS ALONG AND NEAR OUTLOTS 4, 11, 20, 22, 38 AND 44 WITHIN THE PLAT ARE HEREBY NOTIFIED THAT SUCH OUTLOTS ARE PRIVATE OUTLOTS THAT WILL BE TRANSFERRED TO THE HOMEOWNER'S ASSOCIATION FOR THE PLAT TO BE USED FOR COMMUNITY MAILBOX LOCATIONS. THE OWNERS OF LOTS ALONG AND NEAR OUTLOTS 3, 7, 10, 41, 42 AND 46 WITHIN THE PROPERTY ARE HEREBY NOTIFIED THAT SUCH OUTLOTS MAY BE USED FOR PLAT ENTRANCE SIGNS OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOR THE PLAT.

3.45. ALL OWNERS OF LOTS WITHIN THE PROPERTY ARE HEREBY NOTIFIED THAT CERTAIN LOTS WITHIN THE PROPERTY ARE LOCATED ADJOINING OR IN THE VICINITY OF ACTIVE AGRICULTURAL OPERATIONS WHICH MAY PRODUCE NOISE, ODORS, VIBRATION, NIGHT OPERATIONS OR DUST FROM TIME-TO-TIME WHICH ARE COMMONLY ASSOCIATED WITH AGRICULTURAL OPERATIONS. WISCONSIN'S RIGHT-TO-FARM LAW PROVIDES CERTAIN LEGAL PROTECTIONS FOR PRE-EXISTING AGRICULTURAL OPERATIONS AGAINST CLAIMS OF NUISANCE. NEITHER THE DEVELOPER, THE COMMITTEE, THE ASSOCIATION NOR THE VILLAGE OF WAUNAKEE IS REQUIRED TO TAKE ANY ACTION WITH RESPECT TO ANY ISSUES ARISING OUT OF OR RELATING TO AGRICULTURAL OPERATIONS. ALL OWNERS OF LOTS ALONG OR NEAR OUTLOT 32 WITHIN THE PROPERTY ARE HEREBY NOTIFIED THAT SUCH OUTLOT MAY BE USED FOR ACTIVE AGRICULTURAL ACTIVITIES.

ARTICLE 4

Kilkenny Farms West Homeowners Association, Inc.

Definitions

For purposes of Article 4 of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

4.1. "Association" shall mean and refer to Kilkenny Farms West Homeowners Association, Inc., its successors and assigns.

4.2. "Board" shall mean and refer to the Board of Directors of the Association.

4.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for Lots 4-284 of the Plat of Kilkenny Farms West, as they may from time-to-time be amended.

Association Membership and Board of Directors

4.4. Members. The Owner of Lots 4-284 inclusive within the Plat of Kilkenny Farms West, Village of Waunakee, Dane County, Wisconsin, as defined in Sec. 1.2 hereof, shall be a member of the Association. Each such platted Lot shall have one (1) vote only in the affairs of the Association. Where more than one person holds an ownership interest in any Lot, all persons holding such interest shall be members, but such Lot shall have only one (1) vote. The members shall have such rights as are set forth herein, in the Articles and By-Laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

4.5. Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and By-laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments. The By-Laws of the Association shall provide that in the event that Developer and its successor as developer, if any, no longer owns any interest in any Lots within the Property, then Developer shall transfer control of the Association to the owners of the Lots within the Property, who shall proceed to elect a Board of Directors of the Association. The Board of Directors shall elect the members of the Design Review Committee under the circumstances described in Sections 3.2 and 3.26 hereof.

Common Areas; Entrance Sign; Design Review Committee

4.6. Acquisition of Common Areas. The Association may take title from time-to-time to real property within the Property or outside of the Property for the purpose of providing common areas for the use and benefit of the members. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon. The Association may take title to Outlots 4, 11, 20, 22, 38 and 44 within the Property for use as common mail/parcel delivery and mail/parcel pick-up locations under this section in accordance with the regulations of the US Postal Service, and the cost of the operation, maintenance, replacement and use of said Outlots 4, 11, 20, 22, 38 and 44, including any facilities or equipment located thereon, shall be the responsibility of the Association and such costs shall be recovered by the Association through the assessments under sections 4.11 and 4.12 hereof. The Association may also take title to any plat entrance signs or monuments located at the entrance to the Property, including Outlots 3, 7, 10, 41, 42 and 46, including any related easements or agreements with the Village, if any, which are installed in their sole judgment and discretion by the Developer or the Association, and the Association shall be responsible for the maintenance, repair and replacement thereof and the costs thereof shall be recovered by the Association through the assessments under sections 4.11 and 4.12 hereof.

4.7. Obligations of Association. The Association shall have the duty to maintain common areas, including the mailbox outlots acquired under section 4.6 above and the plat entrance signs/monuments, if any, in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members.

4.8. Easement of Enjoyment. Subject to the provisions of this Declaration, all common areas shall be held by the Association for the benefit of the members. Each of said members shall have an equal, undivided right to use and enjoyment of such common areas, subject to the right of the Association to establish reasonable rules for the use of such common areas.

4.9. Entrance Sign. The Association shall maintain in good order and repair any entrance sign(s) to the Property, including lighting thereof, if desired, and any electrical equipment and wiring associated therewith, and may provide electrical power therefor, at the expense of the Association.

4.10. Design Review Committee. The Association, with the approval of the Board of Directors, may provide financial assistance to the Design Review Committee to enable it to carry out its activities, including the hiring of planners, architects, engineers and legal counsel, and the payment of the costs and expenses, including attorney fees, incurred by the Design Review

Committee in enforcing any part of the Covenants, Restrictions, Conditions and Easements.

Assessments

4.11. Creation of Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Lot within the Property by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments in the amount and manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the Lot (but not any outlot) against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot (other than outlots) at the time when the assessment became due and payable.

4.12. Creation of Assessments. Assessments shall be determined, established and collected, in the following manner:

- (a) **Budget.** In January of each year starting in January 2026, the Board shall determine a budget for that calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas and plat signs, the ownership, operation, management and maintenance of all outlots, including common mailbox locations and plat entrance signs, payment of taxes and insurance, and other costs connected with such common areas, including a reasonable reserve for depreciation and any financial assistance to be provided to the Design Review Committee under Section 4.10 above. Such budget shall be approved by a vote of a majority of the Board on or before the last day of January in each year.
- (b) **Limitation on Assessments.** The maximum annual assessment which may be authorized under this Article shall be \$250 for each Lot to which the Association has the power to make assessments hereunder (excluding outlots), until the actual annual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation and any financial assistance to be provided to the Design Review Committee, shall exceed the annual revenue generated by an assessment of \$250

per Lot, in which event the maximum assessment per lot shall be such actual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation and any financial assistance to be provided to the Design Review Committee, divided equally among all Lots as to which the Association has the power to make assessments hereunder (excluding outlots). All assessments shall be apportioned equally among the Lots (excluding outlots) within the Property. No assessment shall be made to any Lots owned by Developer until such time as such Lot is either conveyed to a third party by Developer or a building permit is issued for such Lot by the Village of Waunakee, whichever comes first.

- (c) **Declaration of Assessments.** The Board shall declare assessments so levied due and payable thirty (30) days from the date of such levy, except for assessments made pursuant to the last sentence of subsection (b) above which shall be due and payable from the purchaser at the time of closing. The Board shall notify each Owner of the action taken by the Board, the amount of the assessment against the Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, sent to the Owner by email or be personally delivered to the Owner.
- (d) **Collection of Assessments.** In the event any assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board may, in its discretion, file a claim for a maintenance lien against the Lot for which payment is not made, and upon compliance with the provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such Lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject Lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his or her Lot.
- (e) **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a Lot shall be jointly and

severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

4.13. **Term.** Article 4 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat of Kilkenny Farms West is recorded, after which Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 4.14 below.

4.14. **Cancellation, Release, Amendment or Waiver.** Article 4 hereof, or any part thereof, may be canceled, released, amended or waived in writing as to some or all of the Lots subject to this Declaration by an instrument signed by the Developer, or if the Developer's rights under Article 3 of this Declaration have been assigned to or assumed by the Design Review Committee, then by an instrument in writing signed by both (a) the Owners of a majority of the Lots (other than outlots) subject to this Declaration, and (b) a majority of the Board of the Association.

4.15. **Severability.** Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect, and the provision so invalidated shall be deemed reformed to the extent possible to cure any such defect.

ARTICLE 5

Reciprocal Easements

5.1. **Creation of Easement on Outlot 25.** Each Owner of Lots 158 to 163 within the Property, and their successors and assigns, is granted, for the benefit of each such Owner of Lots 158 to 163, a perpetual right, privilege and easement, in common, across, on and over Outlot 25, solely for pedestrian and

vehicular ingress and egress to and from Lots 158 to 163. The foregoing easement is solely for the use of each such Owner of Lots 158 to 163, their successors and assigns, and their employees, agents, visitors, guests, licensees, tenants and invitees, and except for the owners of Lots 158 to 163 and the aforesaid authorized persons, the easement granted hereby shall be exclusive. All Owners of Lots 158 to 163 and their employees, agents, visitors, guests, licensees, tenants and invitees shall comply in their use of the easement with all laws, ordinances and regulations relating thereto and they shall not impede, obstruct or interfere with the use thereof by any other person or entity authorized to use such easement. No building or structure shall be erected or placed on Outlot 25, but this shall not prohibit the construction of ornamental fences and gates, fountains, ornamental lamps, benches and other structures of a similar nature, provided such structures are approved by the Developer or the Committee, whichever is applicable, and such structures provide an aesthetically pleasing and attractive environment within Outlot 25. Any areas of Outlot 25 and the adjoining street terrace, if any, not paved or planted with trees, shrubs or flowers shall be sodded.

5.2. Maintenance of Outlot 25.

- (a) All maintenance, replacements and repairs for Outlot 25 shall be the joint responsibility and obligation of the Owners of Lots 158 to 163. The obligation for maintenance, replacement and repairs of Outlot 26 shall include, without limitation:
- (1) Maintaining the driveway and sidewalk surfaces of Outlot 25 in good order and repair, with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability;
 - (2) Maintaining all landscaping on Outlot 25 and the adjoining street terrace, if any, in good order and repair, including mowing of all lawns, and the pruning of all trees and shrubbery, all in accordance with good property management;
 - (3) Removing all litter, ice and snow, mud and sand, debris and refuse and sweeping the surfaces to the extent reasonably necessary to keep the surfaces in a clean condition; and
 - (4) Maintaining in good condition and repair, including painting, if necessary, any ornamental fences or gates, fountains, ornamental lamps, benches or other authorized structures on Outlot 25.

- (b) All maintenance, replacement and repair costs for Outlot 25 shall be paid by the Owners of Lots 158 to 163, in equal shares. Each such Owner's share of such expenses shall be one-sixth (1/6) of the total of such costs or expenses. The cost of maintenance and operation referred to above shall include any real property taxes or assessments, general or special, which shall be assessed against Outlot 25 on which such easement is located. Upon the conveyance of the first of Lots 158 to 163 by Developer by deed there shall be formed a "Maintenance Committee" to carry out and administer the maintenance obligations described herein, which Committee shall consist of the Owners of Lots 158 to 163 as they exist from time-to-time thereafter. The initial meeting of the Maintenance Committee shall be called by the Developer by written notice to each Owner; thereafter, a meeting may be called by the owner of any such lot. All meetings of the Maintenance Committee shall be held at a reasonable time and place within the Village of Waunakee. The Maintenance Committee may adopt rules for its operation and the use of Outlot 25. Each Owner of Lots 158 to 163 shall have one vote per lot, and decisions shall be made by a majority of the lot owners. The Maintenance Committee shall bill each Owner of Lots 158 to 163 from time-to-time, but not less often than annually, for such Owner's share of the costs incurred by such Committee hereunder, which costs shall be payable on demand. Developer shall not be liable for any costs hereunder until Developer conveys a Lot to a third-party or a building permit has been issued for a Lot, whichever occurs first. The Maintenance Committee shall have a lien on the Lots of any such Owner (including any interest of such Owner in Outlot 25) where such Owner has failed or refused to pay all or any part of the sums payable and assessed pursuant to the provisions of this section. Such lien will be junior to and in no way impair the lien or charge of any first mortgagee, on a Lot, whether recorded before or after the recording of this instrument. The lien may be perfected and foreclosed in such manner as is permitted by law in the name of the Maintenance Committee or any member thereof. Maintenance, repair or replacement work may be performed by the Maintenance Committee. Any lot owner shall be entitled to a statement from the Maintenance Committee setting forth any unpaid obligations of such lot owner. If the Maintenance Committee does not provide such a statement within ten (10) business days after the lot owner's request, the Maintenance Committee and the other lot owners are barred from claiming any lien which is not filed prior to such request.

5.3. Creation of Easement on Outlot 26. Each Owner of Lots 164 to 169 within the Property, and their successors and assigns, is granted, for the benefit of each such Owner of Lots 164 to 169, a perpetual right, privilege and easement, in common, across, on and over Outlot 26, solely for pedestrian and vehicular ingress and egress to and from Lots 164 to 169. The foregoing easement is solely for the use of each such Owner of Lots 164 to 169, their successors and assigns, and their employees, agents, visitors, guests, licensees, tenants and invitees, and except for the owners of Lots 164 to 169 and the aforesaid authorized persons, the easement granted hereby shall be exclusive. All Owners of Lots 164 to 169 and their employees, agents, visitors, guests, licensees, tenants and invitees shall comply in their use of the easement with all laws, ordinances and regulations relating thereto and they shall not impede, obstruct or interfere with the use thereof by any other person or entity authorized to use such easement. No building or structure shall be erected or placed on Outlot 26, but this shall not prohibit the construction of ornamental fences and gates, fountains, ornamental lamps, benches and other structures of a similar nature, provided such structures are approved by the Developer or the Committee, whichever is applicable, and such structures provide an aesthetically pleasing and attractive environment within Outlot 26. Any areas of Outlot 26 and the adjoining street terrace, if any, not paved or planted with trees, shrubs or flowers shall be sodded.

5.4. Maintenance of Outlot 26.

- (a) All maintenance, replacements and repairs for Outlot 26 shall be the joint responsibility and obligation of the Owners of Lots 164 to 169. The obligation for maintenance, replacement and repairs of Outlot 26 shall include, without limitation:**
- (1) Maintaining the driveway and sidewalk surfaces of Outlot 26 in good order and repair, with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability;**
 - (2) Maintaining all landscaping on Outlot 26 and the adjoining street terrace, if any, in good order and repair, including mowing of all lawns, and the pruning of all trees and shrubbery, all in accordance with good property management;**
 - (3) Removing all litter, ice and snow, mud and sand, debris and refuse and sweeping the surfaces to the extent reasonably necessary to keep the surfaces in a clean condition; and**

- (4) **Maintaining in good condition and repair, including painting, if necessary, any ornamental fences or gates, fountains, ornamental lamps, benches or other authorized structures on Outlot 26.**
- (b) **All maintenance, replacement and repair costs for Outlot 26 shall be paid by the Owners of Lots 164 to 169, in equal shares. Each such Owner's share of such expenses shall be one-sixth (1/6) of the total of such costs or expenses. The cost of maintenance and operation referred to above shall include any real property taxes or assessments, general or special, which shall be assessed against Outlot 26 on which such easement is located. Upon the conveyance of the first of Lots 164 to 169 by Developer by deed there shall be formed a "Maintenance Committee" to carry out and administer the maintenance obligations described herein, which Committee shall consist of the Owners of Lots 164 to 169 as they exist from time-to-time thereafter. The initial meeting of the Maintenance Committee shall be called by the Developer by written notice to each Owner; thereafter, a meeting may be called by the owner of any such lot. All meetings of the Maintenance Committee shall be held at a reasonable time and place within the Village of Waunakee. The Maintenance Committee may adopt rules for its operation and the use of Outlot 26. Each Owner of Lots 164 to 169 shall have one vote per lot, and decisions shall be made by a majority of the lot owners. The Maintenance Committee shall bill each Owner of Lots 164 to 169 from time-to-time, but not less often than annually, for such Owner's share of the costs incurred by such Committee hereunder, which costs shall be payable on demand. Developer shall not be liable for any costs hereunder until Developer conveys a Lot to a third-party or a building permit has been issued for a Lot, whichever occurs first. The Maintenance Committee shall have a lien on the Lot of any such Owner (including any interest of such Owner in Outlot 26) where such Owner has failed or refused to pay all or any part of the sums payable and assessed pursuant to the provisions of this section. Such lien will be junior to and in no way impair the lien or charge of any first mortgage, on a lot, whether recorded before or after the recording of this instrument. The lien may be perfected and foreclosed in such manner as is permitted by law in the name of the Maintenance Committee or any member thereof. Maintenance, repair or replacement work may be performed by the Maintenance Committee. Any lot owner shall be entitled to a statement from the Maintenance Committee setting forth any**

unpaid obligations of such lot owner. If the Maintenance Committee does not provide such a statement within ten (10) business days after the lot owners request, the Maintenance Committee and the other lot owners are barred from claiming any lien which is not filed prior to such request.

5.5. Creation of Easement on Outlot 27. Each Owner of Lots 170 to 174 within the Property, and their successors and assigns, is granted, for the benefit of each such Owner of Lots 170 to 174, a perpetual right, privilege and easement, in common, across, on and over Outlot 27, solely for pedestrian and vehicular ingress and egress to and from Lots 170 to 174. The foregoing easement is solely for the use of each such Owner of Lots 170 to 174, their successors and assigns, and their employees, agents, visitors, guests, licensees, tenants and invitees, and except for the owners of Lots 170 to 174 and the aforesaid authorized persons, the easement granted hereby shall be exclusive. All Owners of Lots 170 to 174 and their employees, agents, visitors, guests, licensees, tenants and invitees shall comply in their use of the easement with all laws, ordinances and regulations relating thereto and they shall not impede, obstruct or interfere with the use thereof by any other person or entity authorized to use such easement. No building or structure shall be erected or placed on Outlot 27, but this shall not prohibit the construction of ornamental fences and gates, fountains, ornamental lamps, benches and other structures of a similar nature, provided such structures are approved by the Developer or the Committee, whichever is applicable, and such structures provide an aesthetically pleasing and attractive environment within Outlot 27. Any areas of Outlot 27 and the adjoining street terrace, if any, not paved or planted with trees, shrubs or flowers shall be sodded.

5.6. Maintenance of Outlot 27.

- (a) All maintenance, replacements and repairs for Outlot 27 shall be the joint responsibility and obligation of the Owners of Lots 170 to 174. The obligation for maintenance, replacement and repairs of Outlot 28 shall include, without limitation:
- (1) Maintaining the driveway and sidewalk surfaces of Outlot 27 in good order and repair, with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability;
 - (2) Maintaining all landscaping on Outlot 27 and the adjoining street terrace, if any, in good order and repair, including mowing of all lawns, and the pruning of all trees and

shrubbery, all in accordance with good property management;

- (3) Removing all litter, ice and snow, mud and sand, debris and refuse and sweeping the surfaces to the extent reasonably necessary to keep the surfaces in a clean condition; and
 - (4) Maintaining in good condition and repair, including painting, if necessary, any ornamental fences or gates, fountains, ornamental lamps, benches or other authorized structures on Outlot 27.
- (b) All maintenance, replacement and repair costs for Outlot 27 shall be paid by the Owners of Lots 170 to 174, in equal shares. Each such Owner's share of such expenses shall be one-fifth (1/5) of the total of such costs or expenses. The cost of maintenance and operation referred to above shall include any real property taxes or assessments, general or special, which shall be assessed against Outlot 27 on which such easement is located. Upon the conveyance of the first of Lots 170 to 174 by Developer by deed there shall be formed a "Maintenance Committee" to carry out and administer the maintenance obligations described herein, which Committee shall consist of the Owners of Lots 170 to 174 as they exist from time-to-time thereafter. The initial meeting of the Maintenance Committee shall be called by the Developer by written notice to each Owner; thereafter, a meeting may be called by the owner of any such lot. All meetings of the Maintenance Committee shall be held at a reasonable time and place within the Village of Waunakee. The Maintenance Committee may adopt rules for its operation and the use of Outlot 27. Each Owner of Lots 170 to 174 shall have one vote per lot, and decisions shall be made by a majority of the lot owners. The Maintenance Committee shall bill each Owner of Lots 170 to 174 from time-to-time, but not less often than annually, for such Owner's share of the costs incurred by such Committee hereunder, which costs shall be payable on demand. Developer shall not be liable for any costs hereunder until Developer conveys a Lot to a third-party or a building permit has been issued for a Lot, whichever occurs first. The Maintenance Committee shall have a lien on the Lots of any such Owner (including any interest of such Owner in Outlot 27 where such Owner has failed or refused to pay all or any part of the sums payable and assessed pursuant to the provisions of this section. Such lien will be junior to and in no way impair the lien or charge of any first mortgagee, on a lot, whether recorded before

or after the recording of this instrument. The lien may be perfected and foreclosed in such manner as is permitted by law in the name of the Maintenance Committee or any member thereof. Maintenance, repair or replacement work may be performed by the Maintenance Committee. Any lot owner shall be entitled to a statement from the Maintenance Committee setting forth any unpaid obligations of such lot owner. If the Maintenance Committee does not provide such a statement within ten (10) business days after the lot owners request, the Maintenance Committee and the other lot owners are barred from claiming any lien which is not filed prior to such request.

5.7. Creation of Easement on Outlot 43. Each Owner of Lots 264 to 268 within the Property, and their successors and assigns, is granted, for the benefit of each such Owner of Lots 264 to 268, a perpetual right, privilege and easement, in common, across, on and over Outlot 43, solely for pedestrian and vehicular ingress and egress to and from Lots 264 to 268. The foregoing easement is solely for the use of each such Owner of Lots 264 to 268, their successors and assigns, and their employees, agents, visitors, guests, licensees, tenants and invitees, and except for the owners of Lots 264 to 268 and the aforesaid authorized persons, the easement granted hereby shall be exclusive. All Owners of Lots 264 to 268 and their employees, agents, visitors, guests, licensees, tenants and invitees shall comply in their use of the easement with all laws, ordinances and regulations relating thereto and they shall not impede, obstruct or interfere with the use thereof by any other person or entity authorized to use such easement. No building or structure shall be erected or placed on Outlot 43, but this shall not prohibit the construction of ornamental fences and gates, fountains, ornamental lamps, benches and other structures of a similar nature, provided such structures are approved by the Developer or the Committee, whichever is applicable, and such structures provide an aesthetically pleasing and attractive environment within Outlot 43. Any areas of Outlot 43 and the adjoining street terrace, if any, not paved or planted with trees, shrubs or flowers shall be sodded.

5.8. Maintenance of Outlot 43.

(a) All maintenance, replacements and repairs for Outlot 43 shall be the joint responsibility and obligation of the Owners of Lots 264 to 268. The obligation for maintenance, replacement and repairs of Outlot 43 shall include, without limitation:

(1) Maintaining the driveway and sidewalk surfaces of Outlot 43 in good order and repair, with the type of surfacing material

originally installed or such substitute as shall in all respects be equal in quality, use and durability;

- (2) Maintaining all landscaping on Outlot 43 and the adjoining street terrace, if any, in good order and repair, including mowing of all lawns, and the pruning of all trees and shrubbery, all in accordance with good property management;
 - (3) Removing all litter, ice and snow, mud and sand, debris and refuse and sweeping the surfaces to the extent reasonably necessary to keep the surfaces in a clean condition; and
 - (4) Maintaining in good condition and repair, including painting, if necessary, any ornamental fences or gates, fountains, ornamental lamps, benches or other authorized structures on Outlot 43.
- (b) All maintenance, replacement and repair costs for Outlot 43 shall be paid by the Owners of Lots 264 to 268, in equal shares. Each such Owner's share of such expenses shall be one-fifth (1/5) of the total of such costs or expenses. The cost of maintenance and operation referred to above shall include any real property taxes or assessments, general or special, which shall be assessed against Outlot 43 on which such easement is located. Upon the conveyance of the first of Lots 264 to 268 by Developer by deed there shall be formed a "Maintenance Committee" to carry out and administer the maintenance obligations described herein, which Committee shall consist of the Owners of Lots 264 to 268 as they exist from time-to-time thereafter. The initial meeting of the Maintenance Committee shall be called by the Developer by written notice to each Owner; thereafter, a meeting may be called by the owner of any such lot. All meetings of the Maintenance Committee shall be held at a reasonable time and place within the Village of Waunakee. The Maintenance Committee may adopt rules for its operation and the use of Outlot 43. Each Owner of Lots 264 to 268 shall have one vote per lot, and decisions shall be made by a majority of the lot owners. The Maintenance Committee shall bill each Owner of Lots 264 to 268 from time-to-time, but not less often than annually, for such Owner's share of the costs incurred by such Committee hereunder, which costs shall be payable on demand. Developer shall not be liable for any costs hereunder until Developer conveys a Lot to a third-party or a building permit has been issued for a Lot, whichever occurs first.

The Maintenance Committee shall have a lien on the Lot of any such Owner (including any interest of such Owner in Outlot 43) where such Owner has failed or refused to pay all or any part of the sums payable and assessed pursuant to the provisions of this section. Such lien will be junior to and in no way impair the lien or charge of any first mortgagee, on a lot, whether recorded before or after the recording of this instrument. The lien may be perfected and foreclosed in such manner as is permitted by law in the name of the Maintenance Committee or any member thereof. Maintenance, repair or replacement work may be performed by the Maintenance Committee. Any lot owner shall be entitled to a statement from the Maintenance Committee setting forth any unpaid obligations of such lot owner. If the Maintenance Committee does not provide such a statement within ten (10) business days after the Lot owner's request, the Maintenance Committee and the other lot owners are barred from claiming any lien which is not filed prior to such request.

5.9. Insurance. All owners who are subject to the provisions of sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7 and 5.8 above shall maintain at all times public liability insurance against claims for death, bodily injury and property damage arising out of Outlots 25, 26, 27 or 43, as applicable, in an amount of not less than \$300,000 with respect to any one death or bodily injury, and in an amount of not less than \$50,000 with respect to property damage from any one occurrence. Each such owner shall provide the Maintenance Committee with an appropriate certificate of insurance showing the required coverage, which coverage cannot be cancelled without ten (10) days prior written notice to the Maintenance Committee. The Maintenance Committee may increase the minimum public liability coverage by a reasonable amount from time-to-time to reflect the effects of inflation.

5.10. Condemnation. Any award resulting from taking or condemnation of any portion or all of Outlots 25, 26, 27 or 43 will be distributed among the affected Owners of such Outlots in equal shares, except to the extent that the use of such funds is necessary to replace the taken portion of such Outlot to as near the original condition as is possible, in which event such funds shall be held in trust by the applicable Maintenance Committee and used for such purpose.

5.11. Amendment; Termination. Article 5, or any part thereof, may be canceled, released, amended or waived in writing as to some or all of the provisions thereof by an instrument signed by the Developer, or if the Developer's rights under Article 4 of this Declaration have been assigned to or assumed by the Design Review Committee, then by an instrument in writing

signed by both (a) the Owners of a majority of the Lots (other than outlots) subject to this Declaration, and (b) a majority of the Board of the Association, provided however, that with respect to the provisions of this Article 5 dealing with Outlots 25, 26, 27 and 43, no termination, extension, modification, waiver or amendment of this Article 5 will be effective unless a written instrument setting forth the terms thereof has been executed, acknowledged and recorded in the office of the Register of Deeds of Dane County, Wisconsin, signed by all of the Owners of the Outlot affected by such termination, extension, modification, waiver or amendment and by the Village of Waunakee, except that the Developer shall also be required to consent in writing thereto so long as Developer is the Owner of any Lots within the Property.

5.12. No Dedication. Nothing contained in this instrument will be deemed to be a gift or dedication of any portion of any Outlot governed by this Article 5 to the general public or for any public purpose whatsoever. The Owners of a particular Outlot by written agreement of all of them shall have the right to temporarily close all or any portions of a particular Outlot to such extent as may, in the opinion of their counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public herein, or to close temporarily, if necessary, by action of a majority of such Owners in order to permit repairs.

5.13. No Partnership. Nothing contained in this Article 5 shall be construed to make any Owner or the Developer, or their successors and assigns, partners or joint venturers of each other or to render any party liable for the debts or obligations of any other party, except as expressly provided in this Article 5.

5.14. No Waiver. No delay or omission by any party, or their successors or assigns, to exercise any right or power accruing upon any noncompliance or failure of performance by another party under the provisions of this Article 5 shall impair any such right or power or be construed to be a waiver hereof. A waiver of any party, or their successors or assigns, of any of the provisions of this Article 5 to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or any other provision contained herein.

5.15. Severability. Invalidation of any one of the provisions of this Article 5 or any severable part thereof, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect, and the provision so invalidated shall be deemed reformed to the extent possible to cure any such defect.

5.16. **Binding Effect.** All of the terms and provision of this Article 5 are intended to be and shall be construed as perpetual easements and as covenants running within the land, and shall be binding upon, to the benefit of and be enforceable by the Owners of the Lots referenced in sections 5.1, 5.3, 5.5 and 5.7 above, and all subsequent owners of such parcels or any part thereof, by the Village of Waunakee, by any of the applicable Maintenance Committees, and so long as Developer owns any lot within the Property, by the Developer. This Article 5 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

5.17. **Estoppel Statement.** Upon the reasonable request of any party under this Article 5, any other party shall execute and deliver, from time-to-time, a certificate confirming, if such then be the fact, that this Article 5 continues in full force and effect and unmodified (or, if modified, stating the modifications), and that the certifying party knows of no existing defaults by the other party, or if such default is known, specifying the same.

5.18. **Effect of Breach.** No breach of this Article 5 will entitle any party to cancel, rescind or otherwise terminate this instrument, but this limitation will not affect in any manner, all other rights or remedies which the parties may have by reason of any breach of this Article 5. In the event that any party shall default in the performance of any obligation hereunder, the applicable Maintenance Committee, any affected Owner, the Village of Waunakee, and the Developer so long as the Developer owns any lot within the Property, may cause such default to be cured at the expense of the defaulting party, which such defaulting party shall pay upon demand, and in addition to the right to collect damages, may seek to enjoin such default in a court of competent jurisdiction, and recover the costs and expenses of any such action, including reasonable attorney fees.

5.19. **Conveyances.** In each instance in which any Owner affected by this Article 5 conveys all or any part of their interest in any of the Lots and related Outlots affected by this Article 5 to a grantee, the grantee will be deemed to be a new party hereto. On the recording of any such conveyance with the Register of Deeds of Dane County, Wisconsin, which conveys the entirety of the grantor's interest in the affected Lot and related Outlot, the conveying party will be released from any obligation under this Article 5 arising thereafter and the new party shall be responsible for obligations arising thereafter.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 31st day of July, 2024.

KILKENNY FARMS, LLC

By: *Donald C. Tierney*
Donald C. Tierney, Manager

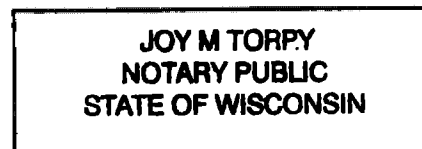
By: *Joanne K. Tierney*
Joanne K. Tierney, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 31 day of July, 2024, before me, a Notary Public, personally appeared Donald C. Tierney and Joanne K. Tierney to me known, who being by me duly sworn, did depose and say that they executed such document.

Joy M. Torpy
Signature of Notary Public

Joy M. Torpy
Print name of Notary Public



Notary Public, State of Wisconsin
My Commission: 8-5-2026

This instrument drafted by:
Michael J. Lawton

EXHIBIT A

ARCHITECTURAL AND DESIGN STANDARDS FOR LOTS 4-157 AND 175-263, 269-284, INCLUSIVE, KILKENNY FARMS WEST, VILLAGE OF WAUNAKEE, DANE COUNTY, WISCONSIN

1. YARD REQUIREMENTS

The distance from the lot line to the improvements on the lot for setback purposes shall be measured in the same manner for purposes hereof as provided in Sec. 133-13 of the Waunakee Zoning Ordinance in effect on the date of adoption hereof.

The rear lot line in the case of an irregular or triangular-shaped lot shall be a line ten feet in length entirely within the Lot, parallel to and most distant from the front lot line for the purpose of determining rear yard setback.

Primary Buildings:

For purposes of the entirety of this Exhibit A, the Primary Building includes the dwelling unit and the attached garage, and both the dwelling unit and the attached garage shall comply with all of the Primary Building requirements herein.

Front Yard

- There shall be a 15' minimum setback distance measured from front yard lot line.
- Open porches, with open or closed rail systems, may encroach the front yard setback by 5' maximum (10' setback from the front lot line).

Side Yard

- There shall be a 6' minimum setback distance measured from the side yard lot line (other than a lot line adjoining a street), except that in the case of Lots 41-47 the minimum setback shall be 5'.
- There shall be a 15' minimum setback distance measured from the side yard lot line with an adjoining street, except that in the case of Lot 47, the minimum setback shall be 5'.

Rear Yard

- There shall be a 20' minimum setback distance measured from the rear yard lot line. Where lots have street frontage on more than one side, front yard setback requirements shall apply to each side

adjacent to a street (except with respect to Lot 47), and the rear yard setback requirement shall apply to the yard opposite the primary front yard. The primary front yard shall be defined as that portion of the single-family residence associated with the street address for the property.

Secondary Buildings:

- Accessory buildings are not permitted, except that in the case of an in-ground swimming pool, a visually complementary accessory building or structure ancillary to such in-ground pool, and limited to such pool-related use, and which shall be subject to the setback requirements for Primary Buildings, may be approved in writing in advance by the Developer or Committee, whichever is then applicable, in their sole judgment and discretion. Detached garages are not permitted.

2. HEIGHT RESTRICTION

The height of any building shall be measured in the same manner for purposes hereof as provided in the Waunakee Zoning Code in effect on the date hereof.

- The Primary Building shall not exceed 35' in total height.

3. DESIGN STANDARDS

General Standards:

- All plans for building and site improvements, including, but not limited to, fences, shall be subject to review and approval by the Developer or the Design Review Committee, in accordance with the Declaration of Covenants, Restrictions, Conditions and Easements for the Plat. No lot owner shall apply for a building permit from the Village of Waunakee and no work may commence without such approval having been given in writing.
- Total Primary Building coverage of the lot shall not exceed 50% of the total lot area, but this shall not apply to Lots 41-47. At least 30% of the lot area shall remain as green space, not covered by driveway, walkways, patios or structures, including decks, but this shall not apply to Lots 41-47.
- All primary entryways or porches shall be oriented toward the street.

- Window, door and other architectural design elements are required on facades facing all public or private streets.
- All driveways shall have a width, excluding flares, at the public street right of way of not less than 12' and not more than 24'. Only one (1) driveway entrance shall be permitted per lot, unless this requirement is waived by the Director of Public Works for the Village of Waunakee.

Garages:

- Detached garages are not permitted.
- Attached garages shall meet the Primary Building setbacks set forth above, except that all vehicular entrance doors shall have a 20' minimum setback distance from any adjoining lot line, including street lot lines as measured perpendicularly to such vehicular entrance door, but this shall not apply to Lots 41-47.

4. GENERAL

- The establishment of the foregoing standards shall not prohibit the Developer or the Design Review Committee from establishing other or stricter requirements or rejecting any plans, as the foregoing are minimum requirements only.

DESIGN STANDARDS FOR COURT YARD LOTS 158-174 AND 264-268, KILKENNY FARMS WEST, VILLAGE OF WAUNAKEE, DANE COUNTY, WISCONSIN

1. YARD REQUIREMENTS

The distance from the lot line to the improvements on the lot for setback purposes shall be measured in the same manner for purposes hereof as provided in Sec. 133-13 of the Waunakee Zoning Ordinance in effect on the date of adoption hereof.

The rear lot line in the case of an irregular or triangular-shaped lot shall be a line ten feet in length entirely within the lot, parallel to and most distant from the front lot line for the purpose of determining rear yard setback.

Primary Buildings:

For purposes of the entirety of this Exhibit A, the Primary Building includes the dwelling unit and the attached garage, and both the dwelling unit and the attached garage shall comply with all of the Primary Building requirements herein.

Front Yard

- There shall be a 15' minimum setback distance measured from front yard lot line.
- Open porches, with open or closed rail systems, may encroach the front yard setback by 5' maximum (10' setback from the front lot line).

Side Yard

- There shall be a 6' minimum setback distance measured from the side yard lot line.

Rear Yard

- There shall be a 20' minimum setback distance measured from the rear yard lot line. Where lots have street frontage on more than one side, front yard setback requirements shall apply to each side adjacent to a street and the rear yard setback requirement shall apply to the yard opposite the primary front yard. The primary front yard shall be defined as that portion of the single-family residence associated with the street address for the property.

Secondary Buildings:

- Accessory buildings are not permitted, except that in the case of an in-ground swimming pool, a visually complementary accessory building or structure ancillary to such in-ground pool, and limited to such pool-related use, and which shall be subject to the setback requirements for Primary Buildings, may be approved in writing in advance by the Developer or Committee, whichever is then applicable, in their sole judgment and discretion. Detached garages are not permitted.

2. HEIGHT RESTRICTION

The height of any building shall be measured in the same manner for purposes hereof as provided in the Waunakee Zoning Code in effect on the date hereof.

- **The Primary Building shall not exceed 35' in total height.**

3. DESIGN STANDARDS

General Standards:

- **All plans for building and site improvements, including, but not limited to, fences, shall be subject to review and approval by the Developer or the Design Review Committee, in accordance with the Declaration of Covenants, Restrictions, Conditions and Easements for the Plat. No lot owner shall apply for a building permit from the Village of Waunakee and no work may commence without such approval having been given in writing.**
- **Total Primary Building coverage of the lot shall not exceed 50% of the total lot area. At least 30% of the lot area shall remain as green space, not covered by driveway, walkways, patios or structures, including decks.**
- **All primary entryways or porches shall be oriented toward the street.**
- **Window, door and other architectural design elements are required on facades facing all public or private streets.**
- **All driveways shall have a width, excluding flares, at the public street right of way of not less than 12' and not more than 24'. Only one (1) driveway entrance shall be permitted per lot, unless this requirement is waived by the Director of Public Works for the Village of Waunakee.**

Garages:

- **Detached garages are not permitted.**
- **Attached garages shall meet the Primary Building setbacks set forth above, except that all vehicular entrance doors shall have a 20' minimum setback distance from any adjoining lot line, including street lot lines as measured perpendicularly to such vehicular entrance door.**

4. GENERAL

- **The establishment of the foregoing standards shall not prohibit the Developer or the Design Review Committee from establishing other or stricter requirements or rejecting any plans, as the foregoing are minimum requirements only.**