

WELCOME HOME

DECLARATION OF PROTECTIVE COVENANTS FOR LOTS 1 THROUGH 14 INCLUSIVE, AND OUTLOTS 1 AND 2 INCLUSIVE, PLAT OF WELCOME HOME SUBDIVISION

Drafted By and Return To:

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P.O. Box 1767
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Parcel Identification Numbers (PINs)

DECLARATION

THIS WELCOME HOME SUBDIVISION DECLARATION OF PROTECTIVE COVENANTS is made effective as of October 24, 2017 by Welcome Development, LLC, a Wisconsin corporation ("Developer").

RECITALS

A. Developer is the fee simple Owner of Lots 1 through 14 and Outlots 1 and 2, Welcome Home Subdivision, as recorded on _____, 2017, in the office of the Dane County Register of Deeds, Volume _____, pages _____, Document No. _____. A copy of the Plat is attached as Exhibit A (the "Plat").

B. Developer declares that the Property is subject to the below restrictions, covenants, conditions and easements, and all Lots and Outlots are and shall be held, sold, occupied, conveyed and transferred subject to this Declaration.

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COVENANTS

NOW, THEREFORE, the Developer declares that the Property be owned, held and occupied subject to the following covenants, conditions, restrictions and easements.

ARTICLE 1 STATEMENT OF PURPOSE

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

ARTICLE 2 DEFINITIONS

The following definitions shall be applicable to this Declaration:

2.1 *"Association"* shall mean the Welcome Home Subdivision Homeowners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

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

2.3 *"Committee"* shall mean the Design Review Committee established under Article 4.

2.4 *"Declaration"* shall mean this Welcome Home Subdivision Declaration of Protective Covenants.

2.5 *"Developer"* shall mean Welcome Development, LLC. and its successors and assigns.

2.6 *"Lot"* or *"Lots"* shall mean a platted lot or lots set forth in the Plat.

2.7 *"Outlots"* shall mean the platted Outlot 1 and 2 as set forth in the Plat which shall be conveyed to the Association immediately after the Plat is recorded at the Dane County Register of Deeds.

2.8 *"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.

2.9 *"Plat"* shall mean the Plat of Welcome Home Subdivision.

2.10 *"Property"* shall mean the real estate legally described in paragraph A of the Recitals.

2.11 *"Town"* shall mean the Town of Middleton.

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ARTICLE 3 ARCHITECTURAL COVENANTS AND RESTRICTIONS

3.1 Architectural Control. 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 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. Evidence of this written approval will be provided to the Town's Building Inspector for his/her use. However, the Town Building Inspector is not obligated to enforce the covenants or conditions of approval. For purposes of this Declaration, the term "improvements" shall include, but not be limited to, play structures, fences, patios, decks, mailboxes and swimming pools.

3.2 Architectural Restrictions. All buildings (other than an in-ground pool accessory building approved under section 3.14 below) shall conform to the following architectural requirements; provided, however, that exceptions to these requirements may be granted by the Developer or the Committee, whichever is then applicable, if in its sole discretion, the Developer or Committee determines that the exception is reasonable and consistent with the Statement of Purpose set forth in Article 1 and the General Standards under Section 3.33:

(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.

(b) Roof 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 to meet these requirements.

(d) Building fascia trim shall be a minimum of 10" in nominal width and shall be applied over an 8" nominal sub fascia, which gives the effect of a recessed soffit, but nothing herein shall be interpreted to prohibit the use of aluminum fascia to meet these requirements.

(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. 10" nominal band-board trim shall be placed at the floor line to divided stories where vertical alignment of building elements between such stories is not achieved.

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(f) 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 and is placed on the rear of the building or behind an offset in the building so as not to be visible from the front yard.

(g) Brick or stone veneer is required to be placed on the exposed portions of the foundations on the front and on both sides of the building.

(h) 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.

(i) All exterior doors, including garage doors and entrance doors, shall be of a raised panel or carriage style design. Garage doors shall receive windows if oriented towards a street.

(j) 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. Deck railings shall be attached to newel posts and shall not be continuous spindle supported rail systems.

(k) Placement of mailboxes and associated posts shall be subject to the rules of the United States Postal Service and the Town ordinances. The Developer will provide the mailbox that will be installed on each Lot. Each Lot Owner shall reimburse the Developer \$300 at the closing of the purchase of the Lot for the cost of the mailbox. No mailbox shall be installed without the approval of the Developer or, if applicable, the Committee. Additional requirements may be added for location of mailboxes should United States Postal Service require grouping of mailboxes.

(l) Walk out basements shall be permitted within the Property.

3.3 Design Review Committee. 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 this Declaration must be submitted to the Committee for approval in writing by a majority of its members. The Committee shall consist of three members, each elected by the Board of Directors of the Association in accordance with its By-Laws, 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.

3.4 Builder Approval. 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 lack of experience, poor financial status, negative business history, negative building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessperson then developing a neighborhood of quality single family residences.

3.5 Alterations. 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,

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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.

3.6 Existing Vegetation. 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 any vegetation is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement of such vegetation at the expense of the Owner which caused the destruction or removal of the vegetation.

3.7 Elevations. 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.

3.8 Uses. All lots within the Property shall be used only for detached single family residential purposes, except that Developer may continue to use lands owned or leased by Developer for present agricultural purposes and uses. No animals may be kept on the Property for agricultural purposes.

3.9 Floor Area Requirements. 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 2,000 square feet, excluding the garage.
- (b) No two-story building shall have less than 2,000 square feet, excluding the garage.
- (c) No raised ranch, bi-level, or tri-level building shall have less than 2,250 square feet on the main level, excluding the garage.

For the purposes of determining floor area, 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.

3.10 Garages. All detached, single-family residential buildings must have an attached garage, and such garage must contain not fewer than two (2) or more than five (5) automobile garage stalls.

3.11 Manufactured and Prefabricated Construction. No building previously erected elsewhere may be moved onto any Lot, except new prefabricated construction or historically significant structures,

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which shall be approved by the Developer or the Committee, whichever is then applicable, in its sole discretion.

3.12 Driveways. Driveways may be constructed with concrete, brick, asphalt, or crushed stone. However, if a driveway is constructed prior to the surface layer of asphalt being placed, a minimum of 5 feet of the driveway (measured from the roadway pavement edge), must be constructed with cold patch asphalt, hot mix asphalt, or crushed stone. Under current Town policy, Developer must install the binder course of asphalt for the public streets and then wait a minimum of one (1) calendar year before installing the surface course of asphalt. Each Owner who constructs a driveway before the surface course is placed on the public street adjoining the Owner's Lot shall construct the driveway to match the elevation of the surface course except for the last five feet which shall be sloped down to match the binder course elevation. At the time the surface course is placed, the last five feet of asphalt pavement shall be removed and replaced to match the surface asphalt elevation at the Owner's expense. The Developer shall be responsible for insuring that the driveway matches the elevation of the surface course, and shall be responsible for obtaining any such reimbursement from the Owner for said work.

For concrete or brick driveways built after the surface asphalt is placed, the concrete or brick may extend to the edge of the street pavement and must match the surface asphalt elevation. Concrete driveways built at this time and extended to the street pavement edge shall be built with a control joint five (5) feet from the asphalt roadway edge.

Whether a driveway is constructed before or after the surface asphalt is placed, the driveway must be built in such a manner that when it its final state (after surface asphalt is placed), the driveway conforms to all requirements of the Town's Driveway Ordinance including the requirement that the driveway slope down and away from the street pavement edge.

It is the responsibility of the Owner to confirm whether or not the surface course has been placed when the Owner constructs the driveway. The Owner can contact the Town for this information.

Any Owner who does not comply with these requirements may be required by the Town to remove and correct the Owner's driveway at the Owner's expense. Before the surface course is placed on a public street, the Town's snow plows may damage driveways which have been placed above the elevation of the binder course of asphalt. The Town will not be liable for the repair of any such damage. Any such damage shall be repaired at the sole expense of the Owner.

Each Owner shall comply with any driveway ordinance of the Town from time to time in effect, and shall obtain from the Town any driveway permit required by such an ordinance before any driveway is constructed or any culvert placed.

3.13 Animals. Only domestic animals may be kept on any Lot, and no more than three (3) domestic animals may be kept on any Lot subject to this Declaration. No pit bulls, Rottweilers, or their close mixes or wolf hybrids may be kept on any Lot. Commercial animal boarding, kenneling or treatment is expressly prohibited within the Property, whether for free or not.

3.14 Accessory Buildings. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property. If an in-ground swimming pool is installed on any Lot then a visually suitable accessory building or

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structure ancillary to the in-ground pool may be constructed on such Lot if approved in writing in advance by the Developer or Committee, whichever is then applicable, in its sole discretion.

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

3.16 Parking Restrictions. 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 a garage. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside a garage. This section shall not prohibit the temporary parking or storage of such vehicles for the sole purpose of loading or unloading at the Lot at which such vehicle is parked for a period not to exceed twenty-four (24) hours. No cars, boat or other vehicles shall be parked on lawns or yards at any time.

3.17 Lot Maintenance. 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 section 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.

3.18 Outlot Restrictions. Except for the Public Recreational Trail and storm water management facilities, there shall not be any construction of buildings, septic systems, private wells or piping from wells, or other similar structures on the Outlots.

3.19 Construction Timeline. 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 a 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.

3.20 Antennas, Satellite Dishes, Etc. Except to the extent that this prohibition is limited 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.

3.21 Fences. All fences require written approval from the Developer or the Committee. All fences shall be ornamental metal fences or wrought iron fences, black or green in color. Any fence which is approved shall be set back at least five (5) feet from the Lot line. No chain-link, vinyl, plastic or shadowbox fences shall be allowed within the Property. This section does not apply to boundary fences located at the perimeter of the Property.

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3.22 Noxious and Offensive Activity / Nuisance. 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 Property. 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 3.17 above.

3.23 Utility Elevations. The elevation of any utility easement within the Property may not be changed without the permission of all of the applicable utilities and the Town, and any party making such changes shall be responsible for any damages caused to underground utilities based on any changes in grade.

3.24 Further Land Divisions. No Lot or Outlot as platted shall be resubdivided, unless approved in advance in writing by the Developer or the Committee, whichever is 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 replot or certified survey map is required to either divide, adjust the boundaries of or combine Lots. Replatting 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 (i) the Developer or the Committee, whichever is then applicable, and (ii) the Town.

3.25 Signs. No signs of any type shall be displayed to public view on any Lot (including Outlots) without the prior written consent of the Developer or the Committee, whichever is then applicable, except for (i) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, (ii) signs erected by Developer advertising Lots within the Property for sale, or (iii) signs erected by the Developer or a bona fide builder on a Lot where a residence used as a staged model home is located, but not greater than 3' x 2' in size. No sign may be placed in such a way as to impair vision for vehicles on the adjacent street as determined by the Town.

3.26 Setbacks. All buildings and other improvements constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements and all side yard, rear yard, setback and other requirements imposed under the applicable zoning ordinance, as amended from time-to-time. The front yard setback for Lot 12 is 40 feet. The front yard setback for Lots 1 through 11, inclusive, is 50 feet. The setbacks that are in excess of 30 feet are as required by the Town.

3.27 Stormwater Restrictions. 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 or Outlot, 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. This includes the swale bottoms and the swale banks.

3.28 Stormwater Management. Repair and maintenance of all stormwater management and drainage facilities located within the Property shall be the responsibility of the Association. The maintenance provisions for the stormwater management and drainage facilities are attached as Exhibit B. The Town shall have an easement over any public stormwater management facilities for the purpose of performing repair and maintenance activities in the event the Association fails to do so. The Town may assess the costs of any such repairs or maintenance to the Association, but only upon thirty (30) days'

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notice by the Town. The Developer and the Association shall have the obligations for maintenance of the off-site drainage facilities set forth in the Amended and Restated Stormwater Agreement attached as Exhibit C to this Declaration.

The Association shall make biannual reports to the Town regarding the stormwater management facilities on Outlots 1. The biannual reporting shall be in accordance with Town reporting ordinances and policies.

3.29 Landscaping Requirements. 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.

(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 or Outlot Owner. Complete visual screening of the front, rear or side of any Lot or Outlot is prohibited without the approval of the Developer or the Committee, whichever is then applicable. Lawn trees shall be planted within forty-five (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 winter months when the ground is frozen, and shall be planted as soon as the weather conditions allow.

(d) No Lot Owner shall plant or fail to remove any of the prohibited species set forth in the Town's ordinances.

3.30 Public Recreational Trail Easements. The Town, as a beneficiary of the Public Recreational Trail Easements, shall have the right to improve, repair, maintain, and allow public use of the Public Recreational Trail within the Public Recreational Trail Easements shown on the Plat and located within Outlot 2 and Lot 14.

3.31 Assignment of Developer's Rights. The Developer, at its sole discretion, may assign some or all of its rights to approve of the items set forth in this Article 3 to the Committee.

3.32 Approval of Plans. In the event the Developer or 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.

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

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- (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, adequately 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.

3.34 Limitation on Liability. 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 the negligence of the Developer or Committee.

3.35 Parade of Homes. While the Developer retains ownership of any Lots within the Property, the Developer reserves the right to submit some or all of its Lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of the Lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration shall, as to the Lots enrolled in the Parade of Homes, for the limited period of time commencing forty-eight (48) hours prior to the commencement of the Parade of Homes and ending forty-eight (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. The Town must review and approve plans relating to parking and traffic prior to the site hosting the Parade of Homes.

3.36 Wells. Any well located on a Lot shall be set back at least 20 feet from each property line of the Lot or within a building envelope. During construction of a well, the Owner and Owner's contractor shall not discharge any drilling mud or cuttings into any roadside ditch or other improved drainageway. If any such discharge occurs, the Owner at the Owner's sole expense shall promptly restore the roadside ditch or the improved drainageway to its original condition. There shall be no wells or well piping installed on Outlots 1 and 2.

3.37 Park Fees. As part of the Plat approval, the Developer has paid park fees equaling approximately \$2,416 per Lot. At closing of the purchase of each Lot from the Developer, the buyer shall

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reimburse the Developer the per lot amount of \$2,416 for the park fees paid by Developer. This is in addition to all amounts and costs that are the responsibility of any buyer.

3.38 Lots 1 and 14 Vehicular Access. Lots 1 and 14 shall have vehicular access to and from Welcome Drive, and shall have no vehicular access to Manistee Way.

3.39 **EXTENSION OF MANISTEE WAY. MANISTEE WAY WILL LIKELY BE EXTENDED EAST AND WEST INTO ADJACENT PROPERTIES IN THE FUTURE. BUY PURCHASING A LOT, EACH OWNER WAIVES ANY OBJECTION TO THE EXTENSION OF WELCOME DRIVE.**

ARTICLE 4 HOMEOWNERS ASSOCIATION

4.1 Association Member and Board of Directors.

(a) *Members.* The Owner of any Lot within the Plat of Welcome Home Subdivision, Town of Middleton, Dane County, Wisconsin, as defined in Sec. 2.8 hereof, excluding the Outlots, shall be a member of the Association. Each Lot shall have one (1) vote 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 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.

The members shall have such rights as are set forth (i) in this Declaration, (ii) in the Articles and By-Laws of the Association, as amended from time-to-time, and (iii) as may be provided by the laws of the State of Wisconsin.

(b) *Developer Control.* Notwithstanding anything contained in this Declaration to the contrary, the Developer shall totally govern the affairs of the Association until the Developer has sold all of the Lots, and has no ownership interest in the Property. The Developer shall turnover control of the Association to the Lot Owners at the earlier of: (i) the conveyance of all of its ownership interest in the Lots; or (ii) thirty (30) days after the Developer's election to waive its right of control.

(c) *Board of Directors.* Subject to Section 4.1(b), 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 (i) in this Declaration, (ii) in the Articles and By-Laws of the Association, as amended from time-to-time, and (iii) as may be provided by the laws of the State of Wisconsin. The duties, powers, and responsibilities of the Board shall be 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 the Directors.

4.2 Common Areas: Design Review Committee.

(a) *Acquisition of Common Areas / Outlots.* 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

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common areas for the use and benefit of the members. Except as to the Public Recreational Trails, which are maintained by the Town, the Association shall have the right to exclusive management and control of all such common areas and all improvements thereon. Nothing under this Section 4.2(a) shall limit the Town's rights to enforce stormwater management requirements or any other requirements set forth under this Declaration. The Developer shall have the right to convey the Outlots to the Association. At such time as the Outlots are conveyed to the Association, the Outlots shall be considered common areas. The Developer shall maintain the Outlots in a good, clean, attractive and sanitary condition, order and repair, and make such improvements and perform such maintenance until such time as the Outlots are conveyed to the Association. At such time as the Outlots are conveyed to the Association, the Association shall maintain the Outlots in a good, clean, attractive and sanitary condition, order and repair, and make such improvements and perform such maintenance.

(b) *Obligations of Association.* The Association shall have the duty to maintain common areas 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 Owners.

(c) *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 member 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.

(d) *Public Recreational Trails.* Outlot 2 and Lot 14 are subject to the Public Recreational Trails Easements as shown on the Plat. The Town, as the beneficiary of the Public Recreational Trail Easements, shall have the right to improve, repair, maintain, and allow for public use of the Public Recreational Trails as the Town determines from time to time.

(e) *Stormwater Easements.* Lots 1 through 7, Lot 14, and Outlots 1 and 3 are subject to stormwater easements as shown on the Plat. The Association shall be responsible for the proper maintenance of the stormwater easements. If the Association fails to properly maintain the stormwater easements, then the Town, after providing thirty (30) days' written notice to the Association, may complete the necessary work to maintain the stormwater easements and assess such costs to the Lot Owners.

(f) *Lowest Opening in the Foundation or Structure.* There are no minimum low building opening requirements for Lots 8 through 13. The minimum low building openings for Lots 1-7 and Lot 14 are as follows:

Lot	Elevation
1	1077.5
2	1075.5
3	1075.5
4	1075.5
5	1074.0
6	1073.5
7	1073.0
14	1077.5

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(g) *Design Review Committee.* Prior to the turnover of control of the Association, the Design Review Committee shall be the Developer. After turnover of control of the Association, the Board of Directors shall appoint the Design Review Committee. The Association, with the approval of the Board, may provide financial assistance to the Committee to enable it to carry out its activities, including the hiring of planners, architects, engineers and legal counsel, and the payment of the cost and expenses, including attorney fees, incurred by the Committee in enforcing any part of this Declaration.

4.3 Assessments.

(a) *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 therefor, 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 collections thereof shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due and payable.

(b) *Creation of Assessments.* Assessments shall be determined, established and collected, in the following manner:

(i) *Budget.* In December of each year starting in December 2017, the Board shall determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation and any financial assistance to be provided to the Design Review Committee. Such budget shall be approved by a majority vote of the Board on or before the last day of December each year.

(ii) *Limitation on Assessments.* The maximum annual assessment which may be authorized under this Article shall be \$200 for each Lot to which the Association has the power to make assessments hereunder, 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 \$200 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. All assessments shall be apportioned equally among the Lots 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 Town, whichever comes first.

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(iii) *Declaration of Assessments.* The Board shall declare assessments so levied due and payable thirty (30) days from the date that notice of the assessment is mailed to each Owner, except for assessments made pursuant to the last sentence of subsection (ii) 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, or be personally delivered to the Owner.

(iv) *Collection of Assessments.* In the event any assessment levied against any Lot remains unpaid for a period of thirty (30) days from the date the assessment is mailed to each Owner, 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 judgements 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.

(c) *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 therefor. 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.

(d) *Right of Town.* If the Association fails to maintain any or all Outlots and stormwater facilities in the manner required by this Declaration or any ordinance of the Town, the Town shall have the right to give the Association written notice of default. The Association shall have thirty (30) days after the giving of the written notice of default in which to cure the default or, if the default cannot be cured within the thirty (30) days, to cure the default within a reasonable time not to exceed ninety (90) days unless a longer time is permitted in writing by the Town Board, provided that the Association promptly commences and diligently pursues a cure of the default. If the Association does not timely cure the default, the Town shall have the right to (i) assume maintenance of non-compliant Outlot(s) and/or stormwater facilities and assess, on an equal basis, the cost of such maintenance to each Lot, (ii) exercise any right under applicable law to seek involuntary dissolution of the Association, or (iii) exercise both of the preceding remedies. Any assessments so made by the Town shall constitute a lien against each Lot and shall be included in the tax bill for each Lot. The Town shall not be subject to any limits on assessments which may be imposed upon the Association in the Association's bylaws. These remedies of the town shall be in addition to all other rights and remedies available to the Town under applicable law. **ALL OWNERS OF AFFECTED LOTS HEREBY WAIVE NOTICE AND PROTEST OF ANY TAX, ASSESSMENT OR**

WELCOME HOME SUBDIVISION

SPECIAL CHARGES LEVIED BY THE TOWN AGAINST SUCH LOTS PURSUANT TO THIS DECLARATION.

**ARTICLE 5
MISCELANEOUS**

5.1. Term. The terms, conditions, covenants and restrictions of this Declaration 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 and Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless canceled as provided in section 5.3. The Town's rights under the following sections of the Declaration shall not expire at any time unless the Town consents to such expiration in writing, which consent shall be recorded: 3.2(k), 3.12, 3.16, 3.23, 3.24, 3.25, 3.28, 3.30, 3.35, 3.36, 4.2, 4.3, 5.1, and 5.2.

5.2. Enforcement. If any person, or its heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions contained in this Declaration, the Developer, the Committee or any Lot Owner, and (in the case of any section that specifically benefits the Town) the Town 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. Any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation. The Town shall not be required to take any action hereunder.

5.3. Amendment. This Declaration in part or in whole 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 this Declaration have been assigned to or assumed by the Committee or the Association then by an instrument in writing signed by the Owners of a majority of the Lots subject to this Declaration. The Outlots shall not be included in determining the majority of Lots. No cancellation, release, amendment, or waiver shall affect any rights in the following sections of this Declaration specifically set forth to the Town without the written consent of the Town, which consent shall be recorded: 3.2(k), 3.12, 3.16, 3.23, 3.24, 3.25, 3.28, 3.30, 3.35, 3.36, 4.2, 4.3, 5.1, and 5.2.

5.4. Severability. Invalidity of any provision of this Declaration or any severable part of any covenant contained herein, 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.

5.5. Recitals. The Recitals are incorporated into and made a part of this Declaration.

(THE REMAINING PORTION OF THIS PAGE IS PURPOSES LEFT BLANK)

EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned Developer declares that the Property be owned, held and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration and has executed this instrument on this 24th day of October, 2017.

WELCOME DEVELOPMENT, LLC

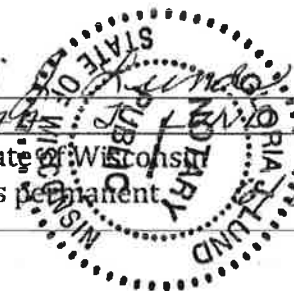
By: *Sam Khan*
Samina Khan, authorized Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on this 24th day of October, 2017 by Samina Khan, the authorized Member of Welcome Development, LLC.

Glenn A. Kunko
Glenn A. Kunko
Notary Public, State of Wisconsin
My commission is permanent
10/24/2018



CONSENT OF MORTGAGEE

Wisconsin River Bank, a Wisconsin banking corporation, consents to and subordinates its mortgage interest to this instrument with respect to any lands within the Plat of Welcome Home Subdivision, Town of Middleton, Dane County, Wisconsin, which are part of the Property described in the Declaration.

Dated this ___ day of October, 2017.

WISCONSIN RIVER BANK

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

 This instrument was acknowledged before me on this ___ day of October, 2017 by
_____, the _____ of Wisconsin River Bank.

Notary Public, State of Wisconsin

My commission expires: _____

EXHIBIT A

Attached Plat of Welcome Home Subdivision

EXHIBIT B

Stormwater Maintenance Provisions

Wet Detention Pond (Permanent and Temporary)

The Association shall visually inspect the detention basin, outfalls and outlet structure annually. Any debris or litter shall be removed from the pond and associated outlet structures. Any areas of erosion or animal burrowing shall be repaired to the original design. The detention basin shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to any outfall and the outlet structure. No structure of any kind is permitted within the detention basin area, without prior written approval of the local approval authority. Siltation in the basin shall be dredged and disposed offsite in accordance with NR 528. Dredging shall be required to restore the grading of the pond to the original approved design anytime sediment depth gets above 2 feet of the designed pond bottom.

Infiltration Basin

The Association shall visually inspect the infiltration basin, outfalls, and outlet structure annually. Any debris or litter shall be removed from the pond and associated outlet structures. Any areas of erosion or animal burrowing shall be repaired to the original design. The detention basin shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to any outfall and outlet structure. No structures of any kind are permitted within the detention basin area, without prior written approval of the local approval authority. Siltation or areas where standing water remains for more than 24 hours in the basin shall be scraped and disposed offsite in accordance with NR 528. Removed material shall be required to be restored with materials equal to the original approved design anytime sediment depth interferes with the infiltration function of the basin.

Grass Swales

Association shall visually inspect the grass swales annually. Swales shall be mowed to a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed. No planting or structures of any kind are permitted within the grass swales, without prior written approval of the local authority. Swales shall be regraded if siltation or erosion is noted during the annual inspection

Riprap

Riprap should be inspected after all storm events for displaced stones and erosion. All necessary repairs should be made immediately. Accumulated sediment should be removed periodically.

Storm Sewer System and Outlet Structures

The Association shall maintain all components of the storm sewer system and stormwater facility outlet structures located onsite outside of public right of way. Installation and maintenance shall be in accordance with the manufacturer's guidelines. At a minimum the stormwater sewer system shall be inspected annually and cleaned as needed to maintain design capacity. The Association shall maintain records of inspections, cleaning and replacement of the device or components of the device all in accordance with applicable local ordinances.

EXHIBIT C

Attached Amended and Restated Stormwater Agreement