



**DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS AND
EASEMENTS FOR THE PLAT OF
WELLINGTON TRACE, TOWN OF BRISTOL,
DANE COUNTY, WISCONSIN**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5423088
07/05/2018 03:42 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 25**

Rock House, LLC, a Wisconsin limited liability company ("Developer"), being the owner of the real estate in the Town of Bristol, Dane County, Wisconsin, which has been platted as lots 1-32, inclusive, Wellington Trace, Town of Bristol, Dane County, Wisconsin (the "Property"), hereby declares that the Property is subject to the following covenants, restrictions, 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**

**See attached list
Parcel Identification Number**

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 mean and refer to Rock House, LLC, a Wisconsin limited liability company, and its successors and assigns.

1.2. "Committee" shall mean and refer to the Architectural Review Committee.

1.3. "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 and

4 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 and 4 hereof.

1.4. "Property" shall mean and refer to the real estate described as lots 1-32, inclusive, within the Plat of Wellington Trace, Town of Bristol, 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 Town of Bristol, Dane County, Wisconsin, and is known as lots 1-32, inclusive, Wellington Trace, Town of Bristol, 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 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. For purposes of this Declaration, the term "improvements" shall include, but not be limited to: play structures, fences, patios, decks, swimming pools and lawn ornaments. All buildings 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 their sole discretion, the Developer or Committee determines that the exception is reasonable and is consistent with the standards in section 3.30 of this Declaration:

- (A) **Roof Pitch.** 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 Materials.** 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.** 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.** Building fascia trim shall be a minimum of 8" in nominal width, 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) **Building Exterior Materials.** Vinyl and aluminum siding is restricted to the rear and side elevations and up to 50% of the front elevation of the residence (garage openings shall be excluded from this calculation). Materials that may be used in the front elevation of the residence in the portion of such elevation that is not vinyl or aluminum siding shall include, but not be limited to, the following: brick, stone, EFIS, glass, natural wood, wood siding, or any other materials that have the same effect or appearance. EIFS will only be considered in small accent areas with proper drain shield and house wrap installed behind. Front or forward-facing projections (such as a garage or gable) shall be properly transitioned from natural materials

to vinyl to avoid a veneer appearance of the front of the residence. Brick, stone or other materials shall be required to terminate at an interior corner of the front facade, or other significant architectural transition, where a change in materials is logical and aesthetically appropriate. Trim shall be placed around all exterior doors and windows abutting any street, and shall be a minimum of 4" in nominal width.

- (F) **Chimneys.** All chimneys shall be fully enclosed with brick, stone or siding 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.
- (G) **Foundations.** Brick or stone veneer is required to be placed on 75% of the exposed portions of the foundations on the front of the building, and 24" returns on the sides of the building, but this shall not require termination on inside corners. The measured distance from the top of finished grade to bottom of siding material shall be no more than 6". No portion of foundation should show under masonry components. Finish grade shall terminate at bottom of masonry.
- (H) **Exterior Doors.** All exterior doors, including garage doors and entrance doors, shall be of a raised panel, flat panel or carriage style design. Garage doors shall receive windows if oriented towards a street. The minimum height on any garage door shall be eight (8') feet.
- (I) **Decks and Porches.** 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. Deck railings shall be attached to newel posts and shall not be continuous spindle supported rail systems.
- (J) **Mailboxes.** Mailboxes and posts and any replacements will be chosen by the Developer or the Committee.

(K) Exterior Lighting. All site lighting shall be down lighting and no bulb, post or spotlights with direct glare shall be allowed, except on signs erected by Developer advertising lots within the Property for sale.

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 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 Wellington Trace 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. All construction of buildings on lots within Wellington Trace as a prime contractor shall be performed by Marten Building and Design, or by another prime contractor approved by Developer in its sole judgment and discretion. This section shall not apply to remodeling, expansion, repairs, replacement, reconstruction, maintenance or other modifications or alterations to any buildings on the Property which may occur after the completion of construction of the residence on the Property.

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, lawn ornaments 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.

3.5. 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 the lowest level of the bottom of the basement slab of all residences constructed on those lots within the Property which are identified on Exhibit A hereto shall be constructed at an elevation not lower than the elevation shown on Exhibit A hereto. In addition to the foregoing requirements, the lowest exposed building elevation on any lot within the Property shall in all cases be a minimum of two (2) feet above the lowest lot corner elevation. 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, or removed from the plat, 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 Developer may continue to use lands owned by Developer for present agricultural purposes and uses.

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 1,800 square feet.**
- (b) No two-story building shall have less than 2,100 square feet.**
- (c) No raised ranch, bi-level, or tri-level building shall have less than 1,800 square feet on the main level.**

For the purposes of determining floor area, one stair opening 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 four (4) automobile garage stalls for automobiles or other vehicles (tandem stalls are encouraged), and must be enclosed. Garages shall be directly attached or connected to the residence. Carports, which are defined as garages not enclosed on all four (4) sides, are prohibited. Side load garages are allowable and encouraged throughout the Property. For any garage other than side load, the width of the garage facing a public street shall be limited to no more than 50% of the overall width of the front facade of the house portion of the building, unless one or more garage stalls is recessed behind the front facade by at least four (4) feet in which case such limitation shall not apply.

3.9. No building previously erected elsewhere may be moved onto any lot.

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.

3.11. There shall be no raising, breeding or keeping animals, livestock or poultry of any kind, whether for free or not, except that a reasonable number of dogs, cats or other household pets of the nature commonly sold in pet stores located within regional malls in urban areas may be permitted in a lot. However, those pets which roam free, or in the sole discretion of the Developer or the Committee, whichever is then applicable, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other lots shall be removed if required by the Developer or the Committee. The Developer or the Committee, in its sole discretion, may adopt a limit on the total number of pets, or total number of a specific type of pet (such as dogs or cats) permitted in a single lot or dwelling. Dogs shall be kept on a leash, or otherwise confined in a manner acceptable to the Developer or the Committee whenever outside the dwelling. All persons walking any dog(s) outside of the dog owner's lot within the Subdivision shall immediately clean up any excrement from the dog, and shall

have complete control of the dog(s) at all times. Pets shall be registered, licensed and inoculated as required by law.

3.12. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property.

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 any vehicles on streets or thoroughfares, and parking of commercial vehicles or equipment, mobile homes, campers and similar recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages, except temporarily during loading and unloading, is prohibited. However, non-commercial vehicles may be parked on the paved portion of a driveway. Construction, service and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a lot. Vehicles of temporary invitees of a lot Owner are exempt. For purposes of this provision, "commercial vehicles" shall be defined as any vehicle with commercial writing on their exteriors, vehicles primarily used, designed, or registered for a commercial purpose, and vehicles with advertising signage attached or displayed on such vehicle's exterior, but "commercial vehicles" shall not include passenger cars with identifying decals, personalized license plates, license plate holders, or painted lettering not exceeding a total area of one square foot in size, nor official vehicles with any signage, markings or writing that are owned by governmental or quasi-governmental bodies, including, without limitation, police and sheriff vehicles with official insignias. No cars, boats or other vehicles shall be parked on lawn 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 be located no closer than fifteen (15') from any lot line, and shall not exceed 10% of the total area of the lot, exclusive of the footprint of all buildings and the driveway. Nothing herein shall prohibit the continued agricultural use of any lot by the Developer for crop production until such time as a house is constructed on the lot. Owners of lots within the Property may not place, erect or maintain any structure or other encroachment on any outlot within the Property.

3.16. On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within two (2) years 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 two (2) year period, to have said lot conveyed to the Developer at the original sales price, plus any costs incurred, 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 with the prior written approval of the Developer or Committee, whichever is then applicable, no fence or hedgerow shall be located, erected or planted on any lot closer to the front of the house than the rearmost corner of the building structure, be that the house or the garage, nor shall any fence or hedgerow be permitted at any time in the front yard of any lot. All such fencing or hedgerows shall be aesthetically attractive, and the location, height, color and materials or plant variety must be approved in advance by Developer or Committee. Further, no fence or hedgerow of any kind shall be constructed on any lot which runs in a perpendicular manner to any side lot line on any lot between the residence and any side lot line without the prior written consent of the Developer or the Committee.

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.

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.

3.21. No lot or outlot as platted shall be resubdivided, 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. 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. 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 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: one (1) non-electrified lawn sign of not more than six (6) square feet in size advertising the Property where located for sale, or signs erected by Developer advertising lots within the Property for sale.

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 Town of Bristol zoning code, and as applicable and amended from time-to-time hereafter.

3.24. A. No swale, drainage way, or stormwater detention or management area within the Property, whether established by easement or not, which is in existence at the time of development on any lot or outlot 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 or management area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, drainage way or stormwater detention or management area.

B. Each Owner of a lot within the Property shall be responsible for the maintenance and repair of any stormwater management function and area within any stormwater management easement on such lot as shown on the applicable plat or certified survey map for such lot, including, but not limited to, mowing, maintaining grades, and avoiding obstructions, such that the function, maintenance and repair complies with the stormwater management plan on file with the Town of Bristol applicable to such lot. Said maintenance shall be at the applicable lot Owner's sole cost and expense. If the applicable lot Owner fails to maintain or repair the stormwater management function and area within such easement on such lot Owner's lot as required in this paragraph, then the Town shall have the right, after providing the applicable lot Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the Town's maintenance or repair request, to enter the affected lot in order to conduct the maintenance or repairs specified in the Maintenance Notice. The Town of Bristol will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with the lot Owner's use of the Property. All costs and expenses incurred by the Town of Bristol in conducting such maintenance or repair work may be charged to the lot Owner of the affected lot by placing the amount on the tax roll for the affected lot as a special charge in accordance with Section 66.0627, Wis. Stats., and applicable portions of the Town and County Ordinances. In no event shall the Town of Bristol be required to take any action under this paragraph to perform any lot Owner's repair or maintenance work.

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

- (a) Front, rear and side yards must be sodded or seeded.
- (b) Landscape plantings and maintenance of the premises shall be the responsibility of the lot or outlot Owner(s). Complete visual screening of the front, rear or side of any lot or outlot 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.

- (c) The landscaping plan for each lot shall achieve a minimum of 1,000 landscaping points as determined by the following point schedule:

<u>Landscaping Element</u>	<u>Point Value</u>
Canopy Tree (2"-3" caliper at 18 inches)	125
Canopy Tree (3"-4" caliper at 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 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. The Developer shall promptly assign all of Developer's rights to approve all of the items set forth in Article 3 hereof to the Committee after Developer or its assignee has sold all of the lots in the Property to bona fide third parties.

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 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 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 Town of Bristol 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.

3.29. In the event the Developer or the Committee, whichever is then applicable, does not 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 and received by the approving authority in writing, then such approval shall be deemed granted in such instance. 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 are required to review any proposal before the Developer or the Committee.

3.30. 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 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.**

3.31. 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.

3.32. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, drainage ways, public stormwater management easement, or stormwater detention or other management areas, the Developer, the Committee, the Town of Bristol, 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. The Town of Bristol shall not be required to take any action hereunder.

3.33. 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. 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.

3.34. The Wellington Trace Homeowners Association, Inc. shall maintain Outlot 1, including, but not limited to, the stormwater management facilities therein, including mowing, cleaning and maintenance generally, all in a workmanlike manner and in accordance with the terms of the Dane County stormwater management permit and ordinance and the plans approved by the Town of Bristol, at the sole expense of such Association. In the event of a failure on the part of the Association to maintain Outlot 1

as provided herein, after 30 days written notice of default and opportunity to cure from the Town of Bristol, the Town of Bristol may enter Outlot 1 and perform such maintenance as is required hereunder at the expense of the Association and the Owners of the lots with the Property, and the cost to the Town of Bristol thereof, if not paid in full by the Association, or the Owners within 30 days after written demand by the Town, shall be a special charge against the lots (other than outlots) within the Property, on a pro rata basis, and may be recovered in the manner provided by law for special charges, be included in the real estate tax bill for the lots (other than outlots) within the Property on a pro rata basis, and become a lien on each such lot on such pro rata basis. The rights of the Town of Bristol to enter such lands as provided herein and to enforce the obligations specified herein shall constitute a perpetual easement for the benefit of the public in favor of the Town of Bristol. Interest shall accrue on any obligation if past due at the rate of 12% per annum and be included in the special charge and lien. The Town of Bristol may seek injunctive relief against the Association requiring the Association to perform the maintenance with respect to Outlot 1 as required above, and the Association shall be liable for the actual attorney fees and costs of the Town in connection with any such action or any action to recover the special charge provided above. The provisions in this section may not be amended nor the covenants or easements provided herein waived or terminated without the consent of the Town of Bristol and Dane County and the written consent of either (a) the Developer or (b) the Owners of a majority of lots (other than outlots) within the Plat.

3.35. NOTICE IS HEREBY GIVEN TO ALL OWNERS OF LOTS WITHIN THE SUBDIVISION THAT THE SUBDIVISION IS IN THE VICINITY OF LANDS WHICH ARE USED FOR AGRICULTURAL PURPOSES, WHICH MAY INVOLVE CROP AND ANIMAL PRODUCTION ACTIVITIES, THE USE OF MACHINERY AND EQUIPMENT, AND THE USE OF AGRICULTURAL FERTILIZERS AND PESTICIDES. AGRICULTURAL ACTIVITIES MAY INVOLVE THE CREATION OF DUST AND NOISE, AND THE PRESENCE OF STRONG ODORS. THE SUBDIVISION IS LOCATED IN AN AGRICULTURAL AREA AND RESIDENTS MUST EXPECT THAT CONDITIONS WHICH OCCUR IN AGRICULTURAL AREAS MAY OCCUR IN OR NEAR THE SUBDIVISION. WISCONSIN HAS ADOPTED A "RIGHT TO FARM" LAW WHICH PROVIDES LEGAL PROTECTION FOR AGRICULTURAL ACTIVITIES AGAINST LEGAL ACTIONS CLAIMING NUISANCE. ALL LOT BUYERS BY PURCHASING A LOT ACKNOWLEDGE THIS NOTICE AND CONSENT TO SUCH ACTIVITIES.

ARTICLE 4

Wellington Trace 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 Wellington Trace 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 1-32 of Wellington Trace, Town of Bristol, Dane County, Wisconsin, as they may from time-to-time be amended.

Association Membership and Board of Directors

4.4. Members. The Owners of lots 1-32, inclusive, within the Plat of Wellington Trace, Town of Bristol, 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.

Common Areas; Entrance Sign; Architectural 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.

4.7. 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 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 and Cul de Sac Island. The Association shall maintain in good order and repair any entrance sign(s) to the Property, including lighting thereof, and any pump, electrical equipment, piping and wiring associated therewith, and shall provide water and electrical power therefor, and maintain any cul de sac island, if any, at the expense of the Association. The Town of Bristol shall have no responsibility for maintenance of any entrance sign(s).

4.10 Architectural Review Committee. The Association, with the approval of the Board of Directors, may provide financial assistance to the Architectural 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 Architectural 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 the December following the establishment of a Homeowner's Association, 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, Outlot 1, cul de sac island, and plat signs, 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 Architectural Review Committee under Section 4.10 above. Such budget shall be approved by a vote of two-thirds (2/3) of the Board on or before the last day of December each year.

- (b) Limitation on Assessments.** The maximum annual assessment which may be authorized under this Article shall be \$100 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, Outlot 1, cul de sac island, 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 Architectural Review Committee, shall exceed the annual revenue generated by an assessment of \$100 per lot, in which event the maximum assessment per lot shall be such actual costs of maintenance, improvement and operation of common areas, Outlot 1, cul de sac island, 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 Architectural 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 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 of Bristol, 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, 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 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 Wellington Trace 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 Architectural 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.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 17 day of April, 2018.

ROCK HOUSE, LLC

By: Gene Hart

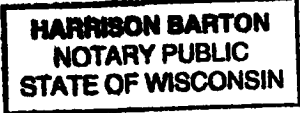
Name/Title: Geri Hart, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 17th day of April, 2018, before me, a Notary Public, personally appeared Geri Hart, to me known, who being by me duly sworn, did depose and say that he executed such document.



Signature of Notary Public



Print Name of Notary Public

Notary Public, State of Wisconsin
My Commission: 8/23/2021.

This instrument drafted by:
Michael J. Lawton

EXHIBIT A
MINIMUM BASEMENT SLAB ELEVATIONS

MINIMUM BASEMENT SLAB ELEVATION		
LOT #	ELEV (FT)	APPROXIMATE GW ELEV (FT)
1	974.7	971.7
2	974.7	971.7
3	974.2	971.2
4	974.2	971.2
5	N/A	N/A
6	N/A	N/A
7	N/A	N/A
8	N/A	N/A
9	N/A	N/A
10	N/A	N/A
11	N/A	N/A
12	973.1	970.1
13	971.0	968.0
14	971.1	968.1
15	970.3	967.3
16	969.6	966.6
17	969.7	966.7
18	971.1	968.1
19	970.2	967.2
20	970.2	967.2
21	970.1	967.7
22	971.5	968.5
23	972.6	969.6
24	973.9	970.9
25	972.9	969.9
26	973.7	970.7
27	N/A	N/A
28	N/A	N/A
29	N/A	N/A
30	973.0	971.0
31	971.6	968.6
32	971.6	968.6

GW = GROUND WATER

PARCEL LIST FOR WELLINGTON TRACE LOTS

0911-304-6001-0	LOT 1
0911-304-6012-0	LOT 2
0911-304-6023-0	LOT 3
0911-304-6034-0	LOT 4
0911-304-6045-0	LOT 5
0911-304-6056-0	LOT 6
0911-304-6067-0	LOT 7
0911-304-6078-0	LOT 8
0911-304-6089-0	LOT 9
0911-304-6100-0	LOT 10
0911-304-6111-0	LOT 11
0911-304-6122-0	LOT 12
0911-304-6133-0	LOT 13
0911-304-6144-0	LOT 14
0911-304-6155-0	LOT 15
0911-304-6166-0	LOT 16
0911-304-6177-0	LOT 17
0911-304-6188-0	LOT 18
0911-304-6199-0	LOT 19
0911-304-6210-0	LOT 20
0911-304-6221-0	LOT 21
0911-304-6232-0	LOT 22
0911-304-6243-0	LOT 23

0911-304-6254-0 LOT 24
0911-304-6265-0 LOT 25
0911-304-6276-0 LOT 26
0911-304-6287-0 LOT 27
0911-304-6298-0 LOT 28
0911-304-6309-0 LOT 29
0911-304-6320-0 LOT 30
0911-304-6331-0 LOT 31
0911-304-6342-0 LOT 32
0911-304-6375-0 OUTLOT 1