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DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS  
AND EASEMENTS FOR LOTS 1-29 OF THE PLAT OF HAWKS CROSSING,  
CITY OF MADISON, DANE COUNTY, WISCONSIN

B&B Ventures of Wisconsin LLC, a Wisconsin limited liability company (“Owner”), being the owner of the real estate in the City of Madison, Dane County, Wisconsin, which has been platted to include Lots 1-29 and Outlot 1 of the Plat of Hawks Crossing (the “Property”), hereby declare that Lots 1-29 are subject to the following restrictions, covenants, conditions and easements, and that all of such lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions, conditions, and easements set forth herein:

ARTICLE 1

Definitions

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

1.1 “Developer” shall refer to B&B Ventures of Wisconsin LLC and their successors and assigns.

1.2 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot within the Property, except that such as to any such lot which is subject to 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 thereof.

1.3 "Property" shall mean and refer to the real estate described as Lots 1-29, within the Plat of Hawks Crossing, City of Madison, Dane County, Wisconsin. The Property does not include Outlot 1 within the Plat of Hawks Crossing.

## ARTICLE 2.

### Property Subject to This Declaration

The real estate which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Madison, Dane County, Wisconsin, and is known as Lots 1-29, Hawks Crossing, City of Madison, 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 Design Review Committee, whichever is then applicable, for a 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 building or other improvements may be constructed, erected or placed on any lot other than in accordance with the approved documents. No buildings or other improvements to any lots shall be approved unless such buildings or other buildings or other improvements comply with the terms of Exhibit A attached hereto and made a part hereof. For purposes of this Declaration, the term "improvements" shall include, but not be limited to, play structures, fences, patios, decks and swimming pools. All buildings (other than an in-ground pool accessory building approved under section 3.11 below, shall conform to the following architectural requirements, provided however, that exceptions to these requirements may be granted by the Developer or the Design Review Committee, whichever is then applicable, if in their sole discretion, the Developer or Committee determines that the exception is reasonable and is consistent with the standards in section 3.31 of this Declaration:

(A) The building shall have a minimum roof pitch of not less than 7/12 pitch, side to side and front to back, as viewed from any adjoining street, except that the pitch requirement may be reduced, in the judgment of the Developer or the Committee, in cases in which the house is of a "prairie architecture" design.

(B) Roofs shall use laminated architectural grade textured fiberglass, asphalt shingles, wood shakes, or other acceptable material. No standard 3 in 1 shingles shall be allowed.

(C) The front elevations of all Dwelling Units shall have brick, stone, or masonry material. Eight-inch (8") fascia is required. Vinyl siding shall be allowed on sides and back of dwelling Units. Building trim shall consist of finished natural wood, cementitious fiber, wood fiber,

molded millwork or shall we wood clad in prefinished vinyl or .025 or heavier aluminum, provided it has the same visual effect as natural materials.

(D) Building fascia trim shall be a minimum of Ten-inch (10") in nominal width and shall be applied over a 2" x 8" nominal subfascia, which gives the effect of a recessed soffit, but nothing herein shall be interpreted to prohibit the use of vinyl siding or aluminum fascia to meet these requirements, but this shall not be a substitute for the use of brick or stone where otherwise required.

(E) Trim shall be placed around all exterior doors and windows and shall be a minimum of 4" in nominal width. Trim shall be placed above garage doors and the corners of the building and shall be a minimum of 6" in nominal width.

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

(G) All chimneys and flues shall be fully enclosed. Direct vent fireplace enclosures may not be placed on the exterior of the building unless the enclosure terminates under the uninterrupted soffit, is place on the rear of the building or is located behind an offset in the building so as not to be visible from the front yard.

(H) 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 the street, provided however, that windows shall not be required in garage doors if a substitute for windows in the garage doors is approved in the judgment of the Developer or Committee.

(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, along with an additional 1" x 8" nominal width trim board at the top and bottom of the support deck posts where required in the judgment of the Developer or Committee. Deck railing shall be attached to newel posts. Continuous spindle supported rail systems shall not be permitted.

(K) Owner is responsible for the purchase from Developer, and installation of a mailbox, and newspaper tube. The mailbox must be installed by the builder in accordance with United States Post Office Department regulations and City of Madison municipal code.

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

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

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

3.4 No alteration in the exterior appearance, design, exterior color, size location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the subsurface of any existing buildings or improvements, including but not limited to, any exterior remodeling and the construction of patios, decks, and in-ground swimming pools, shall be made with the prior written approval of the Developer or the Committee, whichever is then applicable. No alteration of any lots shall be approved unless such buildings or other improvements comply with the terms of Exhibit A attached hereto and made a part hereof.

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

3.6 The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. Violations of the approved site, grading or landscaping plans shall give either the Developer or Committee, which 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, which is then applicable.

3.7. All lots within the Property shall be used only for detached single family residential purposes.

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 1,400 square feet.

(B) No raised ranch, bi-level, or tri-level building shall have less than 1,600 square feet on the main level.

(C) No two-story building shall have less than 1,800 square feet.

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 alternative appearance compatible with the other houses within the Property, in the judgment of the Developer or the Committee.

3.8 All detached, single-family residential buildings must have an attached garage. The maximum garage width exposed on the front elevation shall be no greater than fifty percent (50%) of the overall building width. A front-entry garage cannot project beyond the face of the home or the open porch. For homes without porches adjacent to the garage, the garage face must be set back a minimum of 2'-0" from the front elevation and otherwise comply with any applicable zoning classification requirements.

3.9. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction or historically significant structures, which shall be approved by the Developer or the Committee, whichever is then applicable, in their discretion.

3.10. All driveways 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 the Committee. No more than two (2) 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, whether for free or not, within the Property.

3.11. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property, except that in the case of an in-ground pool, a visually suitable accessory building or structure ancillary to such in-ground pool may be approved in writing in advance by the Developer or Committee, whichever is then applicable, in their sole discretion, limited to such pool-related use.

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

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

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

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

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

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

3.18. Except to the extent that this prohibition is limited by federal law or regulation, 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 the approval of the location, material, height, size and color thereof. No chain link, vinyl, plastic or shadowbox fences shall be allowed at anytime. All fences require written approval from the Developer or the Committee, including fences located on or close to a lot line and affecting adjoining lots.

3.19 No noxious or offensive trade or activity shall be carried on within the Property, nor shall anything done that 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 such family gardens and orchards shall be located in the 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. No retaining walls, fences decks, or other similar structures shall encroach upon the easement rights granted for the operation of any utilities.

3.21. No lot as platted shall be resubdivided, except with the approval of the Developer or the Committee, whichever is then applicable. No boundary line within the Property shall be changed, except with the approval of the Developer or the Committee, whichever is then applicable. This section shall not be construed to prevent the use of one lot and part or all of another lot or lots as one building site, unless a replat or certified survey map is required to either divide, adjust the boundaries of or combine lots. 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 (i) lawn signs of not more than six (6) square feet in size to advertise the property where located for sale, and (ii) signs erected by the Developer advertising lots within the Property for sale.

3.23. All buildings and such other improvements constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all side yard, setback and other requirements imposed under the General Development Plan for the plat, as heretofore approved by the

City of Madison, and as amended from time-to-time hereafter. The minimum setbacks from any abutting public or private street right-of-way shall be twenty (20) feet. Side yard setbacks shall be six (6) feet for a single story and seven (7) feet for a two-story building. Rear yard setback shall be the lesser of thirty-five (35) feet or thirty percent (30%) of the lot depth.

3.24. No swale, drainage way, or stormwater detention area with the Property, whether established by easement or not, which is in existence at the time of development on any lot on the Property, shall be re-graded or obstructed, so as to impeded 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. Outlot 1 has been dedicated specifically for stormwater management, and no Owner may use that lot for any other purpose, including but limited to temporary storage of any kind.

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

(A) Front and side yards must be sodded, including street terraces, except that the Developer or the Committee, whichever is then applicable, may permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative materials and practices are employed, in their discretion. Notwithstanding the provisions of the preceding sentence, the compost blanket seeding method for terrace, front yards and side yards is acceptable.

(B) Rear yards areas that are not sodded must be seeded.

(C) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. Complete visual screening of the front, rear or side of any lot is prohibited without the 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 permits.

(D) The landscaping plan for each lot shall achieve a minimum of 700 landscaping points as determined by the following point schedule:

<u>Landscaping Element</u>	<u>Point Value</u>
Canopy Tree (2-3" caliper at least 18 inches	125
Canopy Tree (3-4" caliper at least 18 inches	150
Canopy Tree (greater than 4" at 18 inches	200
Canopy Tree or Small Tree (1-1-1/2" caliper at 18 inches, i.e., Crab, Hawthorn)	100
Evergreen Tree (4 to 6 feet in height)	100
Large Deciduous Shrub (3-year, transplant, 36" min.)	20
Small Deciduous Shrub (3-year, transplant 18" minimum	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 Percent (75%) of the lots with 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.

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 cancelled 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 such covenants or restrictions, and the prevailing party shall be awarded reasonable actual attorney fees and costs, and any person violating any of the covenants or restrictions shall be liable for all costs of removing any such violation.

3.28. Article 3 hereof, or any part thereof, may be cancelled, 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 an instrument in writing signed by the Owners of a majority of the lots.

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

3.30. An Owner desiring to improve a lot shall submit to the Developer or Committee, for its written approval, two (2) complete sets of construction plans and specifications for all improvements, a plat plan showing the location of all contemplated improvements and the required fee of \_\_\_\_\_. Items submitted shall include the following:

- (A) complete construction details for all buildings, structures, fences and walls;
- (B) all proposed facades of any building, including the style, color, and location of eaves and windows;
- (C) description of materials to be used;
- (D) detailed site plan showing the building footprint and driveway;
- (E) color scheme of all improvements; and
- (F) detailed landscape plans and specifications (may be submitted during construction).

3.30. In the event the Committee does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or Committee, within thirty (30) days after the same has been submitted to the approving authority in writing, then such approval shall be deemed granted in such instances. 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 that may be required to review any proposal before the Developer or the Committee.

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



(A) to assure the most appropriate development and improvements 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 materials;

(E) to encourage and secure the erection of attractive, adequate sized homes, which are attractive, and conform and harmonize in external design with other structures within the Property, and which are properly located upon the lot in accordance with its topography and finished grade elevators; and

(F) to provide for high quality improvements which will protect the investments of purchasers of lots.

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

3.33 If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, drainage ways or stormwater detention areas, the Developer, the Committee, 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 such violation.

3.34. While the Developer retains ownership of any lots within the Property, the Developer reserves the right to submit some or all of said lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Covenants, restrictions and Conditions shall, as to the lots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of said Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold the 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, their successors and assigns, 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 Parades(s) as set forth above.

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

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

## ARTICLE 4

### Hawks Crossing 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 Hawks Crossing 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 1-29 of the Plat of Hawks Crossing, and they may from time-to-time be amended.

#### Association Membership and Board of Directors

4.4. Members. The Owners of Lots 1-29 within the Plat of Hawks Crossing, City of Madison, 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 provide by the laws of the State of Wisconsin.

4.5. Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and By-Laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments. The By-Laws of the Association shall provide that in the event that Developer and its successor as developer, if any, no longer owns any interest in any lots within the Property, then Developer shall transfer control of the Association to the owners of the lots within the Property, who shall proceed to elect a Board of Directors of the Association. The Board of Directors shall elect members of the Design Review Committee under the circumstances described in Sections 3.2 and 3,26 hereof.

4.6. Design Review Committee. The Association, with the approval of the Baord of Directors, may provide financial assistance to the Design Review Committee to enable it to carry out its activities, including the hiring of planners, architects, engineers and legal counsel, and the payment of the costs and expenses, including attorney fees, incurred by the Design Review Committee in enforcing any part of the Covenants, Restrictions, Conditions and Easements.

#### Assessments

4.7. 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 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 at the time when the assessment became due and payable.

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

(A) Budget. In December of each year starting in December 20\_\_\_\_, the Board shall determine a budget for the ensuing calendar year, which shall include the \_\_\_\_\_.

(B) Limitation on Assessments. The maximum annual assessment which may be authorized under this Article shall be \$\_\_\_\_\_. For each lot to which the Association has the power to make assessments hereunder \_\_\_\_\_.

(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 \_\_\_\_\_.

(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 claims 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 avoid liability for the assessment provided herein by abandonment of the 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 that is not filed prior to the request for assessments owed by the grantor.s

4.9. 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 Hawks Crossing is recorded, after which Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 4.10 below.

4.10. Cancellation, Release, Amendment or Waiver. Article 4 hereof, or any part thereof, may be cancelled, released, amended or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer, or if the Developer's rights under Article 3 of this Declaration have been assigned to or assumed by the Design Review Committee, then by an instrument in writing signed by both (i) the Owners of a majority of the lots subject to this Declaration, and (ii) a majority of the Board of Directors.

4.11. 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.

### **ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF DANE

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission is permanent

This document was drafted by Attorney Michael R. Luttig