

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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**PLAT OF KENNEDY HILLS FIRST ADDITION,
TOWN OF COTTAGE GROVE,
DANE COUNTY, WISCONSIN:**

**DECLARATION OF COVENANTS, RESTRICTIONS,
CONDITIONS AND EASEMENTS**

("Declaration")

Legal Description of Affected Property:
Lots 17-36, Outlot 3, Plat of Kennedy Hills First Addition, Town of
Cottage Grove, Dane County, Wisconsin.

Recording Information above

Return To:

Kim Banigan, Town Clerk
Town of Cottage Grove
4058 County Road N
Cottage Grove, WI 53527

Parcel Identification Number(s):

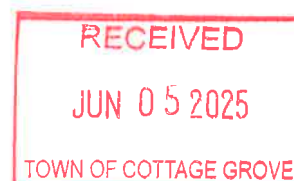
See attached Exhibit A

Dunroven Ridge, LLC, is a Wisconsin limited liability company, and is the owner and developer of property in the Town of Cottage Grove, County of Dane, State of Wisconsin, platted as Lots through 17 through 36, inclusive, and Outlot 3, Plat of Kennedy Hills First Addition, Town of Cottage Grove, Dane County, Wisconsin (the "Property") and hereby declares that the Property is and shall remain 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 in this Declaration.

The Property is adjacent to the Plat of Kennedy Hills, a 16-lot subdivision also located in the Town of Cottage Grove (the "Initial Phase"), which was developed by Kennedy Hills, LLC (the "Initial Developer"), several years prior to the recording of the Plat of Kennedy Hills First Addition. The restrictions, covenants, conditions and easements set forth in this Declaration are modeled on, and are intended to be harmonious with, the covenants governing the Initial Phase.

Outlot 3 of the Plat of Kennedy Hills First Addition is intended for future phases of single-family residential development. The Developer reserves the right to subject the lots to be created in such future phases to the terms and conditions of this Declaration by recording an amendment to this Declaration with the Dane County Register of Deeds' office.

PLEASE NOTE: This Declaration creates certain private rights and obligations among the parties identified herein that may be enforced in a court of law or equity. (See, for example, Article 3, paragraph 3.25). State law, County ordinances and/or Town ordinances also establish requirements with respect to the subject matter of this Declaration. Governmental authorities are not obligated to enforce this Declaration even where public rights are implicated, and may not have jurisdiction to the extent that the Declaration creates a private rights or obligations between private parties.



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ARTICLE 1

Definitions

For purposes of this Declaration, the following terms shall be defined in the following manner:

- 1.1. "Developer" shall refer collectively to Dunroven Ridge, LLC, a Wisconsin limited liability company, and its representatives, 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 (exclusive of outlots) 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 said purchaser instead of the land contract vendor.
- 1.3. "Property" shall mean and refer to the Plat of Kennedy Hills First Addition, Town of Cottage Grove, Dane County, Wisconsin.
- 1.4. "Town" shall mean the Town of Cottage Grove, Dane County, Wisconsin, or its successor in interest.
- 1.5. "County" shall mean Dane County, Wisconsin.
- 1.6. "Lot" shall refer to a platted lot on the Property, and does not include Outlot 3 unless said outlot is expressly included.
- 1.7. "Structure" means all buildings or improvements on the Property, including play structures, fences, patios, decks and swimming pools.

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 Cottage Grove, Dane County, Wisconsin, and is known as the Plat of Kennedy Hills First Addition, Town of Cottage Grove, Dane County, Wisconsin. The real property includes Lots 17-36, inclusive and Outlot 3 (collectively, the "Property").

ARTICLE 3

Architectural Control and Protective Covenants and Restrictions

3.1. Plan Review Required for all Buildings and Structures. For all buildings and structures to be erected or placed on any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings or structures must be submitted to the Developer or the Architectural Control Committee, whichever is then applicable, for written approval as to appearance, the quality of workmanship and materials, harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, prior to commencement of any construction on any lot.

The roof pitch must be a minimum of 5/12 for gable roofs and 4.5/12 for hip roofs, provided however, that the Developer may approve roofs having a minimum of 4/12 roof pitch if the Developer determines, in its sole judgment and discretion, that the overall architecture of the subject building will be attractive and will not adversely affect other lots within the Property. 30-year (or more) architectural dimensional shingles are required, provided however, that the Developer may approve the use of other roofing materials, if the Developer determines, in its sole judgment and discretion, that the use of other roofing materials will be attractive and will not adversely affect other lots within the Property. Vinyl and aluminum siding are restricted

to the rear and side elevations and up to 80% of the front elevation of the residence (garage openings shall be excluded from this calculation). Materials that may be used on 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, stucco, EIFS, glass, natural wood, engineered wood siding, horizontal lap concrete siding or any other materials that have the same effect or appearance. Brick, stucco, 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.

3.2. Architectural Control Committee. After the Developer and its representatives, 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 Architectural Control Committee ("Committee") for approval in writing by a majority of the members of said Committee. The Committee shall consist of the members of the Board of Directors of the Kennedy Hills First Addition Homeowners Association, Inc., or in the alternative, if the Directors of the Association so elect, three persons elected by a majority of the members of the Board of Directors of the Association. A copy of all site, grading and landscaping plans shall be kept by the Developer or the Committee for the benefit of other Owners and enforcement of this Declaration.

3.3. Contractor Approval Required. For each building erected or placed on any lot subject to this Declaration, the prime contractor or builder to be hired 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 contractor's or builder's financial status, business history and prospects, 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.

3.4. Alterations of Exterior Appearance Require Approval. No alteration in the exterior appearance of existing buildings or structures, including but not limited to, exterior remodeling and the construction of play structures, fences, patios, decks, and swimming pools, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable.

3.5. Best Efforts Required for Preservation of Trees and Vegetation; Approval Required for Removal. On each Lot subject to this Declaration, trees with a trunk diameter at breast height of four (4) inches or greater but excluding those listed as an invasive species under regulations promulgated by the Wisconsin Department of Natural Resources, shall not be destroyed or removed except where dead, or where such removal is determined essential and approved in writing by the Developer or the Committee, whichever is then applicable. The Owner shall also use best efforts to preserve such trees on its Lot, including limiting grading, soil compaction, and hard surfacing in their driplines; not burying the root ball; not exposing or significantly cutting roots; for oaks not pruning or removing limbs outside of December-February, and other best practices. Such practices are required for and around the 36"-40" oak trees on Lot 28 and near the line between Lots 26 and 27, and any proposal to remove either such tree (unless dead) is restricted except by approval of the Town Plan Commission. If any non-invasive tree with a diameter of four (4) inches or greater, is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement with non-invasive tree species beyond the landscaping requirements in Sec. 3.26, the cost thereof to be borne by the Owner. This paragraph does not apply to the Developer, which instead is governed with regard to tree removal and preservation via other means.

3.6. Building Elevations Set; Stormwater Plans Required; Violations and Enforcement.

No portion of any outside door, window, vent, or other opening to the outside that is part of any dwelling unit on any Lot within the Property shall be at an elevation which is less than the minimum opening elevation set forth on the table found on Exhibit B.

A copy of all approved site and stormwater plans shall be kept by the Developer or the Committee and may otherwise be on file with the Town of Cottage Grove or Dane County. The construction of all improvements on any Lot shall be consistent with the approved site and stormwater plans.

No earth, rock, gravel, or clay shall be excavated or removed from any Lot withing the Property without the approval for the Developer or the Committee, which ever is then applicable.

Violations of Paragraph 3.6 shall give either the Developer or the Committee, which ever is then applicable, any adjacent or affected Owner, and/or the Town of Cottage Grove cause for injunctive relief and/or damages as appropriate against the Owner and others violating the building elevation provision or the stormwater management plans.

3.7. Single Family Residential Only; Square Footage Requirements. All lots within the Property (other than Outlot 1) shall be used only for single family residential purposes and for such accessory uses as may be permitted by zoning, except that, prior to commencement of construction of public improvements on the Property, Developer may continue to use lands owned by Developer for existing agricultural purposes and uses including Outlot 1.

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

(a) No single-story building shall have less than 1,500 square feet.

(b) No two-story building shall have less than 1,600 square feet.

(c) No raised ranch, bi-level, or trilevel building, or other building style not covered by paragraphs (a) or (b), or this paragraph (c), shall have less than 1,600 square feet on the main two floors.

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 requirements may not be waived by the Developer or the Committee, whichever is then applicable, without approval of the Town.

Violations of the approved square footage requirements shall give either the Developer or Committee, whichever is then applicable, any adjacent or affected Owner, and/or the Town of Cottage Grove a cause of action for injunctive relief or damages as appropriate against the Owner and others for violating such square footage requirements.

3.8. Attached Garage; Requirements. 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) 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. Except for side loading garages which shall not be limited by this sentence, 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, unless one or more garage stalls is recessed behind the front facade by at least 4 feet.

3.9. Buildings Not to be Moved to or Relocated to a Lot. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, unless approved by the Developer or the Committee, whichever is then applicable, in their discretion.

3.10. Driveway and Culvert Requirements. All driveways must be concrete, except where otherwise required by the Town of Cottage Grove. There shall be at least three feet of a two-inch thick bituminous mixture (hot mix) of asphalt placed between the end of the concrete driveway (or over the

concrete) so that the end of the driveway matches street grade in the main traveled portion of the road. The Owner shall be responsible for selection of an appropriately sized culvert and proper installation and maintenance of the driveway culvert in a manner that does not interfere with the approved drainage plans for the Property. The Owner shall be responsible for obtaining a driveway, culvert or right-of-way permit from the Town of Cottage Grove, as required by Town ordinances.

Violations of the approved driveway and culvert requirements shall give either the Developer or Committee, whichever is then applicable, any adjacent or affected Owner, and/or the Town of Cottage Grove a cause of action for injunctive relief and/or damages as appropriate against the Owner and others violating such driveway and culvert requirements.

3.11. Accessory Buildings and Structures. 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 where approved in writing in advance by the Developer or Committee, whichever is then applicable.

Violations of the accessory buildings and structures requirements shall give either the Developer or Committee, whichever is then applicable, any adjacent or affected Owner, and/or the Town of Cottage Grove a cause of action against the Owner and others violating such accessory buildings and structures requirements for injunctive relief and/or damages as appropriate.

3.12. Public Sidewalk. Where public sidewalks exist, and for the path between Lots 28/29 and Lot 30, it is the responsibility of the abutting lot Owner(s) to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction.

3.13. Limitations on Certain Structures as Residence. 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 and Storage. Parking of commercial or service vehicles owned or operated by residents within the Property is prohibited unless such vehicles are kept in garages. Parking or storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside garages. Parking of more than three (3) vehicles in the driveway or on the street within the Property of any size, by the residents or owners of any one lot in the Property, shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such lot. This section shall not prohibit the temporary parking of any vehicles otherwise prohibited, if such parking is for the sole purpose of loading or unloading such vehicles at the lot at which parked, or for a period not to exceed twenty-four (24) hours. No cars or other vehicles shall be parked on lawns, yards or ditch areas at any time. All garage doors shall be closed when the garage is not being actively used. Trash or recycling containers may not be located, stored or placed in the front yard of the residence, except during the period of 12 hours before or after the time of collection of trash or recyclables by the Town of Cottage Grove or a trash collection contractor.

3.15. Mowing and Yard Maintenance Required. All areas of lots (excluding outlets) not used as a building site or lawn or under cultivation as a garden shall have a cover crop and be kept free from noxious weeds. All lawns and unoccupied lots are to be mowed to grass length of 6" or less and maintained in a manner consistent with neighboring lots on the Property. The Owner shall keep each Lot, and all improvements, 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 (consistent with Sec. 3.5) 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, shall not require existing tree removal in violation of Sec. 3.5, and shall be located no closer than ten (10') feet from the lot line, and the garden area on any lot may not exceed twenty (20%) percent of the lot area not covered by residence, garage and driveway.

3.16. Land Contracts. On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within three (3) 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 three (3) year period, to have said lot conveyed to the Developer at the original sales price, free and clear of any liens and encumbrances created by act or default of the Owner of such lot, with taxes and installments on assessments for the year in which conveyance occurs being prorated as of date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

3.17. Time for Completion of Construction. Construction of all buildings shall be completed within twelve (12) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) and pouring of driveway shall be completed 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. **NOTE:** State law, County ordinances and/or Town ordinances may provide a different time period for completion of construction and/or include other requirements with respect to construction. The Owner is required to meet the more restrictive requirements.

3.18. Limits on Antennas, Satellite Dishes, Solar Facilities, and Wind Facilities. Except to the extent preempted by federal or state law, no exterior antennas, satellite dishes over one (1) meter in diameter, 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 and color thereof. Satellite dishes of one (1) meter or less in diameter shall be permitted without Developer or Committee approval, but shall be installed so that they are not visible from the street unless such requirement is preempted by state or federal law.

3.19. No Noxious or Offensive Trade. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood. This shall not be construed to prevent a home occupation as allowed under applicable zoning regulations or a family garden or orchard, provided that all family gardens and orchards shall be located in back yards, shall not be established in violation of Sec. 3.5, and shall be located no closer than ten (10') feet from the lot line, and the garden area on any Lot may not exceed twenty (20%) percent of the lot area not covered by the residence, garage and driveway. No burning barrels shall be allowed on any Lot.

3.20. Limits on Domestic Animals; No Commercial Animal Boarding. No more than three (3) domestic animals may be kept on any Lot subject to this Declaration. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. Outdoor kennels are not allowed except with written approval from Developer or Association.

3.21. No Change in Elevations. The Owner of any Lot subject to this Declaration shall not change the elevation of any public utility or drainage easement, as shown on the final plat or otherwise recorded, in excess of six (6) inches without the permission of the Town and all of the applicable utilities and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches. Costs associated with obtaining permission from the Town (such as the costs the Town incurs for engineering and legal review) shall be paid by the Owner.

3.22. No Re-Subdivision. No Lot as platted shall be re-subdivided. No boundary line within the Property shall be changed, except with the approval of the Developer or the Committee, whichever is then applicable, and approval of governmental authorities. This paragraph shall not be construed to prevent the use of one lot and part or all of another lot or lots as one building site.

3.23. Signage. No signs of any type shall be displayed to public view on any lot without the prior written consent of the Developer or the Committee, whichever is then applicable, except for (a) lawn signs of not more than eight (8) square feet in size advertising the property where located for sale, (b) signs erected by Developer, or its agents, advertising lots within the Property for sale, and (c) any entry sign for the Property erected by Developer pursuant to Sec. 2.6 of the Development Agreement for the Property.

3.24. Local Requirements. All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning, building code, and other ordinance requirements including all dimensional and other requirements (including minimum setbacks) imposed by governmental ordinance and the recorded final plat, whichever is more restrictive.

3.25. Interference with Drainage and Stormwater Prohibited. No Owner of any Lot shall regrade or obstruct any swale, drainage way, drainage ditches or stormwater detention area, whether established by easement or not, which is in existence at the time of development on such Lot, so as to impede the flow of surface water across such swale, ditches or drainage way, or interfere with the proper functioning of any such swale, ditches, drainage way or storm water detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditches, drainage way or stormwater detention area. The road ditch area directly adjacent to an Owner's Lot shall be maintained and mowed as lawn by the Owner. An Owner who violates this provision may be liable for damages that said violation causes to third parties.

3.26. Landscaping Requirements. The following landscaping requirements apply to all Lots (other than Outlot 1) within the Property:

(a) All yards must be either (i) sodded or (ii) or seeded, fertilized and crimp mulched or covered with an erosion mat, including street terraces. The Lot Owner shall comply with all Town and Dane County erosion control requirements.

(b) Landscape plantings and maintenance of the premises and adjoining street terrace (area between public street pavement and Lot line) shall be the responsibility of the Lot Owner. Complete visual screening of the front, rear and side boundaries of the premises is prohibited without approval of the Developer or the Committee, whichever is then applicable, except as may be provided by existing trees and other vegetation that is retained.

(c) The landscaping plan for each Lot shall achieve a minimum of 500 landscaping points as determined by the following point schedule:

Point Value

| Landscaping Element | Point Value |
|--|-------------|
| Canopy Tree (2"-3" caliper at 18 inches above root ball) | 125 |
| Canopy Tree (3"-4" caliper at 18 inches above root ball) | 150 |
| Canopy Tree (greater than 4" at 18 inches above root ball) | 200 |
| Canopy Tree or Small Tree (1 "-1-1 /2" caliper at 18 inches above root ball, 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 |

Each Lot Owner that has existing, non-invasive trees with trunk diameter at breast height of four (4) inches or greater may request to the Developer or Committee (and such entity may grant) credit against

the landscaping requirements in this paragraph for the preservation of such trees, provided that the landscaping, Lot grading, and home building plans include approaches and best practices for their preservation, and subject to the replacement requirement in Sec. 3.5 in the event such preservation fails.

3.27. Committee's Right to Review Plans. The Developer, after a period of ten (10) years from the date of recording the final plat or after the Developer and its representatives, successors and assigns, cease to have any title to any lot subject to this Declaration, whichever comes first, hereby assigns to the Committee all of Developer's rights to approve the plans, specifications, site, grading and landscaping plans, and all of the items set forth in Article 3 hereof.

3.28. Review of Plans. In the event the Developer or the Committee, whichever is then applicable, 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) calendar days after the same have been submitted to the approving authority in writing, then such approval shall not be required in that instance. However, even though approval shall not be required, the standards established by this Article 3 shall continue to apply.

3.29. Stormwater Management Facilities. Lots within the Property are served by certain stormwater management facilities located within the Initial Phase. The homeowners association for the Initial Plat (Kennedy Hills Homeowners Association, Inc.) is responsible for maintaining such storm water management facilities in accordance with best management practices, the terms of the Dane County stormwater management permit and erosion control permits issued with respect to the Property, the plans for the stormwater management facilities approved by Dane County and the *Agreement for Maintenance of Stormwater Management Measures* recorded in the Dane County Register of Deeds Office and applicable to the Initial Phase. Each Lot Owner within the Property subject to this Declaration shall be responsible for a proportionate share of the costs incurred by the Kennedy Hills Homeowners Association, Inc. in maintaining such shared stormwater facilities. Annually, the Kennedy Hills Homeowners Association, Inc. may send the Kennedy Hills First Addition Homeowners Association, Inc. a request for reimbursement of a proportionate share of the costs, together with copies of paid invoices reasonable substantiating the requested reimbursement. The proportionate share shall be a fraction, the numerator of which is the 20 (being the number of lots in the First Addition) and the denominator of which is 36 (being the total number of lots in the First Addition plus the total number of lots in the Initial Plat).

3.30. Exterior Lighting Standards.

(a) *Purpose.* The purpose of this section is to regulate the spillover of light and glare on adjacent lots (whether inside or outside the Property), operators of motor vehicles, and pedestrians in the vicinity of a light source in order to promote traffic safety and prevent the creation of nuisances. A further purpose of this section is to regulate outdoor night lighting fixtures to preserve and enhance the area's dark sky while promoting safety, conserving energy and preserving the environment for astronomy.

(b) *Applicability.* The requirements of this section apply to all exterior lighting located on a Lot. For the purpose of this section:

(1) "*Exterior lighting*" means an outdoor artificial illuminating device, whether permanent or portable, used for illumination or advertisement, including general lighting fixtures, searchlights, spotlights and floodlights, whether for architectural lighting, parking lot lighting, landscape lighting, signage or other purposes.

(2) "*Shielded*" means a fixture that is shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected at least fifteen degrees below a horizontal plane running through the lowest point on the fixture where light is emitted.

(c) *Requirements.*

(1) *Orientation of fixture.* All exterior lighting shall be shielded, except for fixtures with light output of 2600 lumens or less, so that the lighting element (or a transparent shield) is not visible beyond the Lot line. The use of shielded lighting and careful fixture placement is required so as to facilitate compliance with this requirement.

(2) *Intensity of illumination and filtering.* In no instance shall the amount of illumination attributable to any exterior lighting, as measured at the Lot line, exceed 0.50 footcandles above ambient lighting conditions on a cloudless night. In addition to this requirement, all exterior lighting fixtures shall not exceed the illumination levels recommended by the Illuminating Engineering Society of North America (IES) as may be amended from time to time. All metal halide fixtures shall be filtered by a glass or acrylic enclosure. Quartz glass shall not be considered as meeting this requirement.

(3) *Location and quantity.* No light fixtures shall be located within five (5) feet of any lot line, and in no case shall a Lot have greater than fifteen (15) exterior light fixtures except between November 20 and January 20.

(4) *Flashing, flickering and other distracting lighting.* Flashing, flickering and/or other lighting which may distract motorists are prohibited.

(5) *Architectural lighting.* Under no circumstances shall the illumination of exterior architecture be permitted between 11:00 p.m. and 7:00 a.m. All exterior lighting during the permitted time period shall have a minimum of 90% of their light fall onto the illuminated structure rather than into sky or space beyond the structure.

(6) *Use of mercury vapor fixtures.* No mercury vapor exterior lighting fixtures shall be installed on a Lot.

3.31. Binding; Run with the Land. All of the covenants and conditions set forth in 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 this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided herein. If any person, or his/her heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in herein, 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 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.

3.32. 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:

(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 on the Property and on adjacent lands.

3.33. 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.

3.34. Limits on Liability. The Developer and the Committees 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.

3.35. Violations; Standing. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, ditches, drainage ways or easements, stormwater detention areas, use of public outlets or rights-of-way, maintenance or landscaping, or exterior lighting, or if any lot Owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, the Committee, other Owners of Lots within the Plat and/or the Association (see Article 4) 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 attorney fees and costs, to remedy said violation.

With respect to violations of any covenant or restriction contained in sections 3.6, 3.7, 3.10, 3.21, 3.24, 3.25, 3.28, 3.29, 3.30, 3.35, 3.36 and 3.37 or if any person responsible for specific duties with regard thereto shall fail to perform such duties, the Town of Cottage Grove 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 attorney fees and costs, to remedy said violation.

3.36. Cancellation, Release, Amendment and/or Waiver of Article 3. 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 and the Owners of a majority of the lots (other than Outlot 1) subject to this Declaration, or if the Developer has released or assigned the Developers rights under Article 3 of this Declaration as provided, then by an instrument in writing signed by the Owners of a majority of the lots (other than Outlot 1) subject to this Declaration. Notwithstanding the foregoing, sections 3.6, 3.7, 3.10, 3.21, 3.24, 3.25, 3.28, 3.29, 3.30, 3.35, 3.36 and 3.37 hereof may not be cancelled, released, amended, or waived without the consent of the Town of Cottage Grove.

3.37. Notice of Right to Farm. 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

Kennedy Hills First Addition Homeowners Association, Inc.

Definitions

For purposes of Article 4 of this Declaration, the following terms shall be defined in the following manner:

4.1. "Association" shall mean and refer to Kennedy Hills First Addition 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 the Plat of Kennedy Hills First Addition, as it may from time to time be amended.

Association Membership and Board of Directors

4.4. Members. The Owner of each platted Lot (exclusive of Outlot 1) within the Plat of Kennedy Hills First Addition, Town of Cottage Grove, Dane County, Wisconsin, shall be a member of the Association. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members. 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 Bylaws 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. A current list of the members of the Board, with addresses and contact information, shall be provided to the Town Clerk annually on or before October 1st of each year.

Common Areas

4.6. Acquisition of Common Areas. The Association may take title from time to time to real property within the Plat of Kennedy Hills First Addition, Town of Cottage Grove, Dane County, Wisconsin, 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, and all stormwater management 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 manage such lands for the benefit of the members of the Association and to establish reasonable rules for the use of such common areas.

4.9. Entrance Sign. The Developer may install an entrance sign for the plat. All signage will be subject to review and approval by the Town of Cottage Grove and subject to Dane County's signage requirements, as applicable.

Association Assessments

4.10. Creation of Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any lot within the Property (other than Outlot 1) by acceptance of a deed thereof, 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 Outlot 1) 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 Outlot 1) at the time when the assessment became due and payable.

4.11 Creation of Assessments. Assessments shall be determined, established and collected each year, starting with the calendar year 2027 in the following manner:

(a) Budget. In December of each year, starting in December 2026, the Board shall determine a budget for the following 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 reimbursement of any storm water maintenance costs owed to the Kennedy Hills Homeowners Association, Inc. as contemplated in Section 3.29 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. For the calendar years of 2025 and 2026, the Developer shall be responsible for all typical costs.

(b) Limitation on Assessments. The maximum annual assessment which may be authorized under this Article shall be \$100.00 for each lot to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlets), 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 reimbursement of shared stormwater maintenance costs, shall exceed the annual revenue generated by an assessment of \$100.00 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 reimbursement of shared stormwater maintenance costs, divided equally among all Lots as to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding Outlot 1). In determining the annual costs of maintenance, improvement and operation of common areas, the Board shall review competing bids for the cost of such work prior to determining the budget and level of assessments.

(c) Declaration of Assessments. The Board shall declare assessments so levied due and payable thirty (30) days from the date of such levy. 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 nonuse of any common areas or abandonment of his or her lot.

(e) Joint and Several Liability of Granter and Grantee. Upon a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the granter for all unpaid assessments as provided in this

4.12. 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 Kennedy Hills 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 4.13 below.

4.13. 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 and the Owners of a majority of the Developer's rights under Article 3 of this Declaration as provided herein, then by an instrument in writing signed by both (a) the Owners of a majority of the lots (other than Outlot 1) subject to this Declaration, and (b) a majority of the Board of the Association. Notwithstanding the foregoing, sections 3.6, 3.7, 3.10, 3.21, 3.24, 3.25, 3.28, 3.29, 3.30, 3.35, 3.36 and 3.37 hereof may not be cancelled, released, amended, or waived without the consent of the Town of Cottage Grove.

4.14. 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.

[Signature pages follow.]

Executed in Dane County, Wisconsin, on this 5th day of May, 2025.

**DEVELOPER
DUNROVEN RIDGE, LLC**

By: _____

Cory K. Clemens

Its: _____

Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 5th day of May, 2025, the above-named Cory K. Clemens, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Dunroven Ridge, LLC

K. Z. Bangin

Notary Public, State of Wisconsin

My Commission Expires: 4/24/2028




This document was drafted by:
Atty. Daniel A. O'Callaghan
Carlson Black O'Callaghan & Battenberg LLP

Approved by the Town Board of the Town of Cottage Grove on the 7th day of April, 2025, and hereby acknowledged as to sections 3.6, 3.7, 3.10, 3.21, 3.24, 3.25, 3.28, 3.29, 3.30, 3.35, 3.36, 3.37 and 4.5, which shall not be cancelled, released, amended, or waived without the consent of the Town of Cottage Grove.

Executed in Dane County, Wisconsin, on this 2nd day of May, 2025

TOWN OF COTTAGE GROVE

By: 
Steve Anders, Town Chairperson

Attest: 
Kim Banigan, Town Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 2nd day of May, 2025, the above-named Steve Anders ~~Kris Hampton~~ and Kim Banigan, Chairperson and Clerk of the Town of Cottage Grove, respectively, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as such officers by the Town's authority.



Notary Public, State of Wisconsin
My Commission Expires: 2/15/27



Exhibit A

Legal Description of Property

Lots 17-36, Outlot 1, Plat of Kennedy Hills First Addition, Town of Cottage Grove, Dane County, Wisconsin.

Parcel Identification Number(s):

018/0711-034-9001-0

018/0711-101-8502-0

Exhibit B

Table of Minimum Elevations

| Lot No. | Minimum Elevation |
|----------------|--------------------------|
| 17 | 930.6 |
| 18 | 936.5 |
| 19 | 940.4 |
| 20 | 941.8 |
| 21 | 941.0 |
| 22 | 938.3 |
| 23 | 931.3 |
| 24 | 928.2 |
| 25 | 292.7 |
| 26 | 934.6 |
| 27 | 940.5 |
| 28 | 938.5 |
| 29 | 932.0 |
| 30 | 933.6 |
| 31 | 929.8 |
| 32 | 927.5 |
| 33 | 925.4 |
| 34 | 927.3 |
| 35 | 927.7 |
| 36 | 929.2 |

