

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6030288
05/29/2025 11:17 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 17

**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):

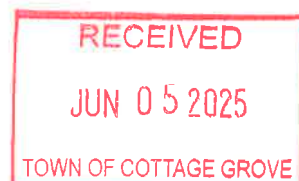
See attached Exhibit A

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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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.

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.

3.24. 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

(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

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.

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.]

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
Steve Anders, Town Chairperson

Attest:

Kim Banigan
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 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.

Amber Steele

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



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