

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

In Re: Lots 1 through 166 inclusive, Plat of Weybridge,
City of Sun Prairie, Dane County, Wisconsin.

Ronald M. Trachtenberg, Esq.
Murphy & Desmond, S.C.
P.O. Box 2038
Madison, WI 53701-2038

Tax Parcel No's: See attached List

WHEREAS, QRS Company, LLC and Gallina Investments, LLC, hereinafter Declarant, the owners as tenants in common of lots 1 through 166 inclusive of the Plat of Weybridge, in the City of Sun Prairie, Dane County, Wisconsin, recorded in the office of the Dane County Register of Deeds on the 27th day of October, 2000, in Volume 57-162B of Plats, at Pages 670-682, as Document No. 3261798, desire to control the purposes for which lots 1 through 166 inclusive are used as well as obligating the owners of said lots to be bound by certain conditions, covenants, restrictions, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof;

NOW, THEREFORE, the Declarant hereby declares and provides that lots 1 through 166 inclusive in the Plat of Weybridge, City of Sun Prairie, Dane County, Wisconsin are hereby subject to the following conditions, covenants, restrictions and easements (the term "lot" as herein used being specifically defined as one of the lots 1 through 166 unless specifically referenced otherwise):

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I. General Use Restrictions

A. All lots shall be used for single family residential detached dwelling structures only, except (i) The Declarant reserves the right to except out lots 1 through 12 inclusive and 47 through 90 inclusive in total or in part from this Declaration for institutional use including but not limited to a school, day care or religious facility, and if so excepted, said lots as excepted shall not thereafter be subject to this Declaration; and (ii) The Declarant reserves the right to except out lots 163 through 166 inclusive in total or in part from this Declaration for multi-family use, and if so excepted, said lots as excepted shall not thereafter be subject to this Declaration.

B. For purposes of this Declaration, a family is defined as that term is defined by the zoning ordinances of the City of Sun Prairie for the SR-4 zoning district as those zoning ordinances may from time to time be amended.

C. A single family residential detached dwelling structure may be used for a professional or business office when such office is incidental to a principal use as a single family residence, is less than three hundred (300) gross square feet in area used, and the business is conducted without an exterior identification sign or label displayed or goods for sale on the premises, and further without any non-resident employees.

D. Accessory uses to the principal permitted use of a single family residence, such as hobby or craft activities, except as otherwise specifically prohibited, are permitted within the interior space of the principal structure

when such accessory use is conducted without disturbance or nuisance to adjoining premises.

E. No noxious or offensive trade or activity nor other nuisance shall be carried on or permitted from any lot or any structure placed thereon.

II. General Lot Restrictions

A. No lot may be further subdivided, except that a lot may be divided and attached to an adjacent lot or lots with the approval of the Architectural Control Authority. Further, subject to the approval of the Architectural Control Authority, a lot line between two lots may be relocated.

B. No drainage pattern as shown on the plat may be changed. No owner shall grade or obstruct any drainage swale or drainage way, whether protected by easement or not, which is in existence at the time of the development of any lot so as to impede the flow of surface water from other lots in the Plat of Weybridge through such drainage swale or drainage way.

C. The elevation of a lot may not be changed so as to materially affect the surface elevation or grade of the surrounding lots or the elevation or the grade of any utility easement. No lot elevation may be changed, nor earth, gravel, or clay may be excavated or removed from any lot except with the written permission of the Architectural Control Authority. Repair of any underground utilities damaged by the lot owner during grading or excavation or otherwise shall be the responsibility of the lot owner.

D. All utility and drainage easements shall be maintained as part of the lawn area. No trees, shrubs, fences or other obstructions shall be placed within said easements and if trees, shrubs, fences or other obstructions are so placed and are required to be removed, the removal shall be done at the sole expense of the lot owner and said trees, shrubs, fences or other obstructions shall not thereafter be replaced.

III. General Structure Size and Garage Requirements

A. All single family residential detached dwelling structures shall not have less than the following minimum square foot requirements:

1. Single story residence: 1000 square feet.
2. Two-story residence: 1400 square feet total; 800 square feet main floor.
3. Split-level or raised ranch residence: 1200 square feet total; 900 square feet main level.
4. Tri-level residence: 1200 square feet total upper two floors.

B. For the purpose of determining minimum square foot requirements as set forth above, same shall include all finished areas including closets, bathrooms and stair openings, but shall exclude basements (even if finished for recreational or living use), open or screened porches, and attached garages.

C. No single family residential detached dwelling structure may be taller than a two-story structure with exposed basement (not to exceed 50% of the total basement wall area).

D. Each single family residential detached dwelling structure shall not have less than two (2) nor more than three (3) automobile garage stalls which shall be located within an attached or basement garage, except additional tandem garage stalls shall be permitted subject to approval by the Architectural Control Authority.

E. The minimum square foot floor requirements and maximum garage and height requirements may be waived by the Architectural Control Authority in the event that the proposed architecture of the structure is such so as to present a pleasing appearance compatible with other single family residential detached dwelling structures within the plat.

IV. General Driveway and Landscaping Requirements

A. All driveways shall be paved, concrete or constructed with suitable brick pavers.

B. All front and side yards, except tree, shrub and flower bed areas, shall be sodded except as approved by the Architectural Control Authority; and all rear yards, except tree, shrub or flower bed areas shall be seeded or sodded, except that the owner(s) of any lot may have a family fruit and/or vegetable garden within the rear yard provided that same does not exceed fifteen (15) percent of the total lot size and same is maintained in a clean and orderly condition. No natural or prairie lawns shall be permitted.

C. No tree over two and one-half (2 ½) inches in diameter (trunk size at three (3) feet above ground level) shall be damaged, nor shall same be removed

except with the permission of the Architectural Control Authority. In the event that such tree is damaged or removed without approval, the Architectural Control Authority may require the replanting or replacement of same, the cost to be borne by the lot owner(s). All site plans submitted to the Architectural Control Authority shall show all trees over two and a half (2 ½) inches in diameter (trunk size).

D. Minimum tree and shrub landscaping shall include not less than two (2) conifers of not less than three (3) feet in height together with not less than one (1) shade tree of not less than one and one-half (1½) inch in diameter (trunk size at three (3) feet above ground level), together with not less than eight (8) foundation plantings consisting of eighteen (18) inch to twenty-four (24) inch minimum diameter (deciduous) and/or two (2) to three (3) feet minimum height (conifer) shrubs.

V. Architectural Control Authority and Architectural Guidelines

A. An Architectural Control Authority shall be established as set forth below.

B. No structure, including but not limited to house, deck, patio, porch, outbuilding, fences, or pools, shall be erected, placed, externally modified, added to, or altered on any lot until the plot plan, building plans, specifications, footing elevations, building elevations, minimum landscaping requirements, and final grade plans of the lot have been approved in writing by the Architectural Control Authority.

C. In deciding whether to approve or disapprove submitted plans, the Architectural Control Authority shall consider external design including basement material, above grade siding (no plywood siding shall be allowed; all chimney and flues shall be fully encased), windows, trim, and roof pitch (not to be less than 6/12 pitch) and material (to be architectural type shingle), minimum floor areas, location and plan aesthetics in relation to surrounding structures, landscaping, and topography. Where feasible, the Architectural Control Authority shall direct the placement of downspouts to direct water flow to lawn, shrub or garden areas and not impervious surfaces. Conditional approval may be given for contemplated residential plans or designs submitted by a person considering the purchase of a lot. Approval of such plans does not constitute a warrantee or representation that such plans are structurally sound or that the plans meet city, county or state codes, same being the responsibility of the owner(s) and his, her, or their builder. The owner(s) agree to hold the Architectural Control Authority harmless from any and all claims with respect to design, construction and materials used in the structure.

D. For all construction subject to approval by the Architectural Control Committee, no such construction shall be commenced until the prime contractor or builder to be hired for such construction has been approved by the Architectural Control Committee for general quality of workmanship, business history and building reputation, such approval not to be unreasonably withheld. Approval of such prime contractor or builder does not constitute a warrantee or

representation of such prime contractor's or builder's quality of workmanship, business history or building reputation, same being the responsibility of the owner(s) and his, her, or their own due diligence. The owner(s) agree to hold the Architectural Control Authority harmless from any and all claims with respect to the prime contractor or builder used in the construction.

E. The Architectural Control Authority may adopt reasonable architectural guidelines, including landscaping guidelines, not otherwise in conflict with these conditions, covenants, restrictions and easements in order to produce and ensure a harmonious yet distinctive neighborhood. The Architectural Control Authority shall not approve plans with repeating floor plans and/or exteriors on side by side or facing lots. Repetitive plans must be scattered throughout the plat to avoid similarity of design in any one area.

F. The Declarant shall supply a distinctive mailbox and post at the time of issuance of the occupancy permit. Each lot owner shall be required to use and maintain said distinctive mailbox and post for mail delivery to his or her lot.

G. The Architectural Control Authority shall initially consist of the Declarant by its authorized employees and/or agents. After a period of five (5) years from the recording of these conditions, covenants, restrictions and easements, or after seventy-five (75) percent of the lots have been sold by the Declarant, the Declarant may, but shall not be obligated to, and when all lots subject to this Declaration have been sold by the Declarant, the Declarant shall, assign its rights as Architectural Control Authority to a neighborhood

Architectural Authority consisting of five (5) lot owners of lots subject to this Declaration, elected annually by the owners of the lots subject to this Declaration, each lot having one (1) vote. If a member of the Architectural Control Authority resigns before the next annual election, the remaining members of the Architectural Control Authority may appoint a replacement member from the owners of lots subject to this Declaration, such appointed member to serve until the next annual election. The members of the Architectural Control Authority shall serve until their respective resignation or until their respective successors are elected and take office, whichever is sooner.

H. The Architectural Control Authority may bring suit to enforce any provision of these conditions, restrictions and easements and shall be entitled to recover reasonable and necessary attorneys fees in any successful suit.

I. The Architectural Control Authority shall establish and charge a plan review fee sufficient to cover the cost of all plan reviews as may be required hereunder.

VI. Time Limits for Construction

A. The owner(s) of any lot, other than the Declarant, shall commence construction within twenty-four (24) months of purchase or when building permits are issuable, whichever is later, and shall complete construction, including all landscaping, within twelve (12) months of the issuance of a building permit.

B. The Declarant shall have the right, but not be obligated, to extend the deadlines as set forth in Section VI.A. above and any one extension shall not obligate the Declarant to further or other extensions.

C. If the owner(s) of any lot subject to this Declaration fails to meet the deadlines as set forth in Section VI.A. above, then upon ninety (90) days notice to the owner(s) of the lot, the Declarant shall have the right, but not be obligated, to enforce the following remedies:

i. Repurchase of the lot free and clear of all encumbrances except municipal and zoning ordinances, easements, covenants and restrictions of record for the original purchase price paid by the owner(s) for said lot (excluding all finance and closing costs), with taxes and installments on assessments for the year in which such conveyance occurs being prorated as of the date of such conveyance.

ii. Specific performance.

iii. Liquidated damages, resulting to the Declarant for loss of opportunity to sell lots subject to this Declaration, in the amount of twenty-five dollars (\$25.00) per day.

iv. Attorneys fees for enforcing any of the foregoing remedies.

VII. Prohibited Structures and Activities

A. Only two (2) domestic (household) animals may be kept on any lot and must be housed within the single family detached dwelling structure. Any animal runs must be screened from adjacent lots and must be approved by the

Architectural Control Authority. Animal boarding or kenneling is expressly prohibited, whether for fee or not.

B. Accessory buildings are expressly prohibited except when and as approved by the Architectural Control Authority.

C. No above ground swimming pools shall be permitted, except when and as approved by the Architectural Control Authority.

D. All lawns, shrubs and flowerbeds, and all gardens must be kept in a neat appearance and free of noxious weeds. No natural lawns are allowed and all lawns must be kept at four (4) inches in length or less.

E. No building previously erected elsewhere shall be moved upon any lot subject to this Declaration, except new prefabricated construction that has been approved by the Architectural Control Authority.

F. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, erected on a lot subject to this Declaration, shall at anytime be used as a residence, temporary or permanently, nor shall any residence of any temporary character be used as a dwelling.

G. Parking shall be prohibited on any portion of the lot subject to this Declaration except the driveway and garage.

H. Parking of service vehicles and/or storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles shall be prohibited unless same are kept in the garage. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading, same not to exceed twenty-

four (24) hours. No junked or disabled vehicles may be left on the exterior grounds of any lot subject to this Declaration longer than seventy-two (72) hours.

I. All fences are subject to approval of the Architectural Control Authority. No fences over three (3) feet in height shall be permitted except to comply with local ordinances with respect to enclosing private swimming pool areas or as installed by the Declarant and maintained by the Architectural Control Committee in the berm and fence easement area as set forth in Section VII below.

J. Satellite dishes, outdoor antennae, and amateur radio towers and antenna shall be allowed only upon the approval of the Architectural Control Authority. Subject to the requirements of federal, state and local law, the Architectural Control Authority shall require the applicant to use the minimal size equipment and place and landscape the equipment to minimize the visual impact of the equipment.

K. Solar panels may be installed only upon approval by the Architectural Control Authority where same do not adversely architecturally impact on the structure or on neighboring lots.

L. No owner of any lot subject to this Declaration shall grade or obstruct any drainage swale which is in existence at the time of development so as to impede the flow of drainage water from other lots across such swale.

M. No firewood shall be kept outside a dwelling unless it is neatly stacked and placed in the rear yard adjacent to the dwelling.

N. No high intensity lighting which spills over to any adjacent lot shall be permitted.

O. Clothes poles and lines must be temporary in nature, removed daily, and placed only in the rear yard.

VIII. Plat Identification Sign and Fence and Berming Easements

A. The Architectural Control Authority is hereby granted a plat identification sign easement of an area twenty-five (25) feet by twenty-five (25) feet at the southwest corner of Lot 74. By separate document, the Architectural Control Authority shall be granted a plat identification sign easement of an area twenty-five (25) by twenty-five (25) feet at the northwest corner of Lot 169, subject to the architectural and landscaping approval of the owner of Lot 169, such approval not to be unreasonable withheld. The Architectural Control Authority is hereby further granted a fence and berming easement along the west twenty-five (25) feet (adjacent to the Rattman Road right of way) of Lot 1 and Lots 67 through 74 inclusive.

B. The Architectural Control Authority may erect and maintain plat identification signs together with lighting to illuminate the plat identification signs in such plat identification sign easement areas. Any such sign and lighting shall be architecturally designed and maintained in a good and neat appearance.

The Architectural Control Authority may also landscape such signs and such

landscaping shall be likewise maintained in a good and neat appearance. The cost of maintenance, repair and replacement of said plat identification signs, lighting, and landscaping, as well as the cost of electricity for said lighting, shall be assessed pursuant to Section IX below.

C. The Architectural Control Authority may erect and maintain a berm and fencing in the fence and berm easement areas. Any such berm and fence shall be architecturally designed and maintained in a good and neat appearance. The Architectural Control Authority may also landscape such berm and such landscaping shall be likewise maintained in a good and neat appearance. The cost of maintenance, repair and replacement of said berm, fence and landscaping shall be assessed pursuant to Section IX below.

D. The lot owner(s) of the lot with said sign easements and fence and berming easement shall maintain the lawn in the easement area. If the lot owner fails to maintain the lawn in the easement area, the Architectural Control Authority may do so and assess the cost of such maintenance back to said lot owner.

IX. Annual and Special Assessments for Enforcement of Covenants and Restrictions, Development and Maintenance of Easement Areas, and Outlot 1.

A. The Architectural Control Authority shall establish an annual budget assessment for the enforcement of these Covenants and Restrictions, the development and maintenance of said easements for the plat identification signs and landscaping and berming and fencing as set for in Section VIII

above, and the maintenance of Outlot 1 (subject to subsection C below), by November 15 of each calendar year. Said budgeted amount shall include the cost of such insurance as the Architectural Control Authority believes necessary. The Architectural Control Authority may also assess special assessments for the enforcement of these Covenants and Restrictions, the development and maintenance of the easement areas, and the maintenance of Outlot 1 if the annual budget assessments are not sufficient to cover the expenses of same. Each lot subject to this Declaration shall pay an equal pro-rata portion of said annually budgeted assessment and special assessment amount. The Architectural Control Authority shall send notices of assessment to each lot owner by December 1 of each calendar year of each annual budget assessment and all annual budget assessments shall be due and payable by January 31 of the following year. Each special assessment shall be paid by the Lot owner within thirty (30) days of billing by the Architectural Control Authority.

B. Any unpaid assessments shall accrue interest at twelve percent (12%) per year after the due date. If an assessment and accrued interest is not paid on or before February 28, the Architectural Control Authority may sue the lot owner, and the lot owner shall be responsible for payment of said assessment plus accrued and accruing interest together with reasonable and necessary attorneys fees and/or file a lien upon the subject lot for the amount of said assessment and accruing and accrued interest and necessary and reasonable

attorneys fees and foreclose upon same as provided by law. Each owner of a lot subject to this Declaration hereby agrees that said lien shall be governed by the substantive and procedural provisions of Section 703.16, Wis. Stats., as if it were a condominium assessment lien.

C. The Declarant reserves the right to dedicate or deed Outlot 1 to the City of Sun Prairie for open space and the retention, detention and disposal of storm water. Upon such dedication or deeding, the Architectural Control Authority shall have no further obligation to maintain Outlot 1. During the term that the Declarant has control of the Architectural Control Authority, the Declarant shall pay for the maintenance of Outlot 1. If the Architectural Control Authority fails to maintain Outlot 1 as herein provided, the City of Sun Prairie may maintain same and assess the owners of the lots subject to this Declaration for the cost of such maintenance.

X. Notice of Use of Outlots (Plat of Weybridge).

A. Notice is hereby given that Outlot 1, unless and until dedicated or deeded to the City of Sun Prairie as provided for in Section IX. C. above, is privately owned open space.

B. Notice is hereby further given that Outlots 2, 3, 5, 6, and 7 have been dedicated to the City of Sun Prairie for open space and the retention, detention and disposal of storm water and will be maintained to the City of Sun Prairie standards. The City of Sun Prairie may choose not to mow said Outlots.

C. Notice is hereby further given that Outlot 4 may be dedicated or deeded by the Declarant to the City of Sun Prairie for open space and the retention, detention and disposal of storm water. Until and unless Outlot 4 is so dedicated or deeded, Outlot 4 shall be maintained by the owner of Lot 167 and may be used by said lot owner for private open space and for the private retention, detention and disposal of storm water.

XI. Notice of Proposed Multi-Family Development.

A. Notice is hereby given of proposed multi-family development as approved by the City of Sun Prairie: Lot 167 up to thirty-six (36) condominium units, Lot 168 up to sixteen (16) duplex structures for a total of thirty-two (32) condominium units, and Lot 169 up to one hundred twenty-eight (128) apartment rental units. All owners of lots subject to this Declaration waive their respective rights to object to said multi-family development.

XII. Notice of Street Tree Installation and Special Assessments

A. Notice is hereby given that the City of Sun Prairie may plant trees in the street terrace abutting the lots and specially assess same to the lot owner. The lot owner shall be responsible for such assessment made or levied by the City of Sun Prairie after owner's purchase of his, her or their lot.

XIII. Notice of Parade of Homes Rights and Privileges

A. Notice is hereby given that while the Declarant retains ownership of any lots, the Declarant reserves the right to submit some or all of said lots as a site for the Madison Area Builders Association Parade of Homes. In the event that

some or all of the lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Conditions, Covenants, Restrictions, and Easements shall, as to the lots enrolled in the Parade of Homes, for the limited period of time commencing forty-eight (48) hours prior to the opening of the Parade of Homes to forty-eight (48) hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in this subdivision pursuant to the then current Parade of Homes Rules and Regulations and Developer's checklist of the Madison Area Builders Association. All purchasers of lots and their respective successors and assigns shall take title subject to this specific reservation by the Declarant and shall and do waive all rights to object to any violation of this Declaration by the Declarant, the Madison Area Builders Association, or any of the builders or participants in such Parade of Homes during the period of such Parade(s) of Homes as set forth above. In addition, such purchasers and their respective successors and assigns shall and do waive any objection they may have to any public street closing necessary to conduct of the Parade of Homes during the period set forth above and appoint the Declarant as their lawful attorney in fact to execute any necessary street closing permit (subject to the Declarant arranging for access to and from any non-Parade of Homes house within the closed area).

XIV. Time Period for Covenants; Amendments; Severability; Code Requirements

A. This declaration shall run with the land and shall be binding upon all owners of property covered by this document for a period of thirty (30) years from the date this document is recorded, after which time it shall automatically stand renewed for successive ten (10) year periods unless an instrument terminating or changing such covenants in whole or in part is signed by the owners of at least fifty (50%) percent of the local assessed valuation of all lots subject to this document. Any amendment to Section IX shall also require approval of the City of Sun Prairie.

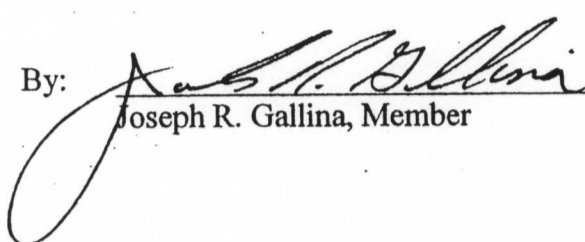
B. Notwithstanding any provision of these conditions, covenants, restrictions and easements, no structure constructed on any lot subject to this Declaration shall be in violation of any government zoning or building codes. In case any of these conditions, covenants, restrictions and easements herein are in violation of any government zoning or building code, the government zoning or building code shall be determinative.

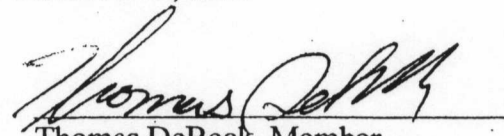
C. Invalidity of any one of these conditions, covenants, restrictions or easements shall in no way affect any other provision, which other provision shall remain in full force and effect.

Executed this 2nd day of May, 2002.

GALLINA INVESTMENTS, LLC

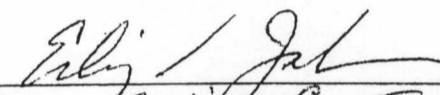
QRS COMPANY, LLC


By: 
Joseph R. Gallina, Member

By: 
Thomas DeBeck, Member

CONSENT

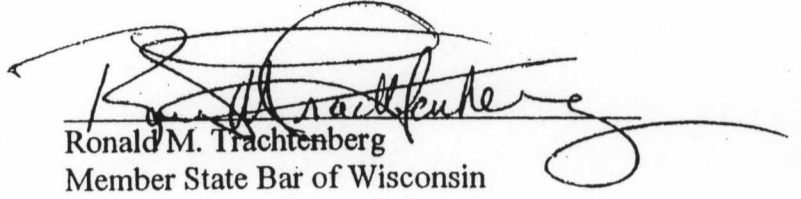
This Declaration of Conditions, Covenants, Restrictions and Easements consented to by Capital Bank this 3 day of May, 2002


Name: Erling G. Jackson
Title: Vice President


Name: JAMES S. DOLISTER
Title: Pres

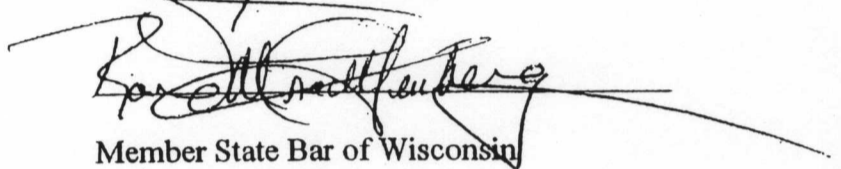
AUTHENTICATION

Signatures of Thomas DeBeck as authorized member of QRS Company, LLC, and Joseph R. Gallina as authorized member of Gallina Investments, LLC, authenticated this 3rd day of May, 2002.


Ronald M. Trachtenberg
Member State Bar of Wisconsin

AUTHENTICATION

Signatures of Erling G. Jackson and James S. Dolster as Vice President and President of Capital Bank, respectively, authenticated this 3rd day of May, 2002.


Member State Bar of Wisconsin

This instrument drafted by:
Ronald M. Trachtenberg, Esq.