

**COVENANTS AND RESTRICTIONS
ON LOTS 5, 6 and 12 THROUGH 23,
THE PLAT OF GLACIAL OAKS ESTATES,
TOWN OF CROSS PLAINS,
DANE COUNTY, WISCONSIN**

DANE COUNTY
REGISTER OF DEEDS

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002796

ATTORNEY JAY D. MORETTI
2305 Main Street
P.O. Box 186
Cross Plains, WI 53528-0186

Declaration made the 2nd day of April,
2003, by RIPP 7, Inc., a Wisconsin Corporation,
(Developer) being all the owners and interested parties
in the premises affected hereby which are intended to be
Lots 5, 6 and 12 through 23, in the Plat of Glacial Oaks
Estates, Town of Cross Plains, Dane County, Wisconsin.

Parcel Nos. Attached

The Plat of Glacial Oaks Estates is being developed as a single family residential plat. The grantor intends that the design and development of the areas subject to this declaration shall be consistent with the highest standards of planning and development. It is the purpose of this declaration to provide a means for maintaining and controlling such development so that the design is unified and that the various residential improvements constructed are compatible and complimentary so as to preserve property values. The undersigned, being all of the parties of interest in the above described lots within the Plat of Glacial Oaks Estates in the Village of Cross Plains, hereby declare and provide that said lots in such plat are subject to the following conditions, covenants and restrictions.

I. GENERAL PROVISIONS

- A. **TERMS.** These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them. No alteration, modification or withdrawal of these covenants and restrictions will be allowed except upon the affirmative vote of more than 66% of the owners of the lots affected hereby, with the owners of each lot having one vote per lot owned. The covenants and restrictions with respect to Sections IV-D, V and IX, regarding storm water management areas and drainage may not be altered, modified or withdrawn except with the consent and approval of the Village Board of the Village of Cross Plains. In the event the Town of Cross Plains Driveway Ordinance, or any other ordinance which may be applicable to the Plat of Glacial Oaks Estates is more restrictive than these covenants and restrictions, the more restrictive ordinance or covenants shall govern said lots.

B. ENFORCEMENT

1. To enforce conformity to these covenants and restrictions, the Glacial Oaks Town Design Review Committee (Alternatively "Town Design Review Committee", "Design Review Committee" and "Committee") or any person claiming by, through, or under said Committee, said Committee

and lot owners or any of them separately shall have the right to proceed at law or equity to compel compliance with the terms hereof; and/or to prevent the violation or breach of any of the provisions herein contained; and/or for monetary damages. The decision of said Committee shall be final as to the interpretation of these reservations and restrictions. The failure to promptly enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of any one or more of the reservations and restrictions by any court of competent jurisdiction in no way shall affect any of the other restrictions and reservations, but they shall remain in full force and full effect. Should a lot owner, after due notice, fail, neglect or refuse to comply with these restrictions and reservations, and the Committee or other lot owners, are required to seek judicial relief, then said violating lot owner (s) shall be further responsible for costs and expenses, including reasonable attorneys' fees incurred in the enforcement of these reservations and restrictions. The Village of Cross Plains has a separate and distinct right to enforce Sections V and IX with respect to storm water management and drainage. It is not necessary for the Village to go through the design review committee for interpretations prior to seeking compliance with or enforcement of these provisions related to storm water management and drainage, all in accordance with the Stormwater Management Easement and Agreement recorded as Dane County Document No. 3682523.

2. Failure of the Committee, or any person to enforce any provisions of these restrictions shall in no event be deemed a waiver of the rights to enforce thereafter.
3. Neither the Developer, nor the Design Review Committee, nor any individual member of the Design Review Committee, shall be liable to any person for any injury or loss alleged to be sustained by reason of any approval or disapproval of any proposed use, site plan, building plan or specification, alteration, installation, variance, waiver or other matter under this declaration of Covenants and Restrictions on Lots 5, 6 and 12 through 23 in the Plat of Glacial Oaks, which approval or disapproval is given by the Developer, or Town Design Review Committee, in good faith exercise of their discretion hereunder, nor shall the Developer or Town Design Review Committee, nor any member thereof, be liable to any person by reason of the enforcement of or failure to enforce any provision of these Covenants and Restrictions.

II. DISCLOSURE & REPRESENTATIONS

- A. The Plat of Cedar Hill lies in the Village of Cross Plains North of and adjacent to the Plat of Glacial Oaks. Lots 1, 2, 51, 52 and 72 within the Plat of Cedar Hill line County Highway KP and are zoned for commercial uses allowable under

Chapter 4 of the Village of Cross Plains Zoning Ordinance.

- B. This is a notice to lot purchasers/owners that the Village of Cross Plains master plan designates lands located North of Highway KP adjacent to the Village and within the Township of Cross Plains for a commercial and / or industrial development as a future business park for the Village of Cross Plains. Lands located South of County Highway KP and approximately 1/4th mile West of the Glacial Oaks Plat are also being considered by the Village of Cross Plains as a site for a business park. Future industrial and/or commercial development in these areas may occur.
- C. Lands located to the West of the Glacial Oaks Plat are agricultural and the present uses thereon are allowed uses under the Dane County Zoning Ordinances for A-1 exclusive lands. There is a depleted quarry and an operating limestone quarry located Northwest of and adjacent to and West of the Glacial Hills Plat. The quarry operations are permitted to exist under current Dane County Ordinances. The operating quarry is projected to continue in operation in this location for the next 40 years.
- D. The Plat of Glacial Oaks lies both in the Village of Cross Plains and in the Township of Cross Plains. The Southerly lines of Lots 4 and 11 and the Easterly lines of Lots 1, 2, 3 and 4 are also the boundary between the Village of Cross Plains and the Township of Cross Plains. Lots lying Southerly and Easterly of said lines are in the Township of Cross Plains. Lots lying Northerly and Westerly of said lines are in the Village of Cross Plains.

III. DESIGN REVIEW

- A. Operation. No improvement, other than an improvement to the Plat made by developer, shall be made until the site plan, building design and construction plan for such improvement have been approved in writing by the Glacial Oaks Town Design Review Committee. As used herein, "improvement" shall mean and include, but is not limited to:
 - 1. The erection, construction, or expansion of any structure, whether a residence, accessory building, garage, porch, deck, tennis court, swimming pool, satellite antenna, flag pole, fence, exterior lighting, solar collecting apparatus, or the like;
 - 2. The voluntary demolition of any structure or other improvement;
 - 3. Excavation, filling, or other significant disturbance to the land surface, including change of grade, change of ground level, or change of drainage pattern;

4. Any alteration of any previously approved improvement, including any change of exterior appearance, color or texture.

B. Creation. There is hereby created the Glacial Oaks Town Design Review Committee for Lots 5, 6 and 12 through 23, Glacial Oaks (hereinafter the Design Review Committee), which shall consist of three (3) members. The Design Review Committee shall establish procedures for maintaining design review and monitoring of deed restrictions upon the development of all lots affected hereby. Actions of the Design Review Committee shall be valid upon the affirmative concurrence of a majority of its members.

C. Composition. Initially, the Design Review Committee shall be composed of Richard J. Ripp, Nancy C. Scripko, and Michael J. Roessler.

The Vacancies on the Design Review Committee shall be timely filled through appointment by the remaining committee members so that the committee maintains a composition of three (3) members at all times. The names and address of the members of the Design Review Committee and any changes thereof shall be reported to the Town Clerk of the Town of Cross Plains. If the committee has not filled a vacancy on the Design Review Committee within 30 days of its occurrence, and by virtue of such vacancy the committee is reduced to less than three (3) members, then the Town Chairman of the Town of Cross Plains shall make the appointment of new members so as to maintain a composition of three (3) members on the committee. Upon the expiration of one year after RIPP 7, Inc., no longer holds an ownership interest in any of the affected lots, the Design Review Committee shall be composed only of persons owning one or more of the subject lots.

D. Procedure:

1. Plans for improvements shall be submitted to the Design Review Committee. All requests for approval or document submittals and all communications with the Committee shall be in writing.
2. Plans for improvements shall include, where appropriate, front elevation, rear elevation, and floor plan drawings at a scale sufficient for the Committee to reasonably analyze the plans and shall include information concerning exterior appearance and construction materials.
3. A site plan drawn to scale of not less than one inch equals twenty (20) feet shall be submitted to the Committee. A site plan shall show site lines, road frontages, set backs, easements, structure location, existing and proposed elevations, drainage plans, driveways, any other improvements, and a location of existing major trees within seventy-five (75) feet of the improvement.

4. The owner shall, if requested, provide any supplemental information requested by the Committee. Plans and specifications may be submitted in whole or separately for approval.
 5. The Committee shall have thirty (30) days from the date of receipt of submittals, including supplemental materials requested, to approve, approve of conditions or disapprove the plans and specifications. In the event the Committee fails to approve, approval conditionally, or disapprove of the plans and specifications within said thirty (30) day period, the plans and specification shall be deemed approved.
 6. The Committee may enter any Lot for the duration of any construction to inspect for compliance with approved plans and specifications, and may give notice of non-compliance if found. The Committee's access and inspections shall be limited to the exterior areas. Absence of inspection or absence of notice of non-compliance by the Committee does not constitute approval of work in progress or compliance with this Declaration nor compliance with approved plans and specifications.
 7. The approval by the Committee of any plans and specifications for any work completed, proposed, or in connection with an other matter requiring such approval, shall not be deemed to constitute a waiver of or in any way to limit the right to withhold approval as to any similar drawing, specification or matters submitted for approval.
- E. Basis for Approval. Approval or disapproval of plans shall be based, among other things, on adequacy of site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements on neighboring sites, the nature of improvements on neighboring sites and the types of operations and uses thereon, relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites, proper facing of main elevation (s) with respect to nearby streets and conformity of the plans and specifications to the design guidelines, purpose and general plan and intent of these restrictions. The committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

IV. RESTRICTED USE

- A. All lots affected hereby are restricted to use for single family residential purposes only. This shall not prohibit use of any lot for open space in conjunction with use of an adjacent lot(s) for residential purposes.
- B. Not more than one (1) principal structure shall be erected on any lot.

- C. Agricultural uses are prohibited other than home gardening.
- D. There are areas located in the Plat and designated as Stormwater Management Easements, the area within such easements being herein referred to Storm Water Management areas. There shall be no construction of improvements in the Storm Water Management areas. There shall be no soil disturbance or alteration of grades in the Storm Water Management areas.

V. STORM WATER MANAGEMENT

- A. The Stormwater Management Easements as depicted on the Plat are created in favor of the owners of Lots in the Plat, the Village of Cross Plains, and the Glacial Oaks Homeowners Association, Inc. The Stormwater Management Easements are intended to manage and control the flow of storm water so as to benefit the Lots in the Plat of Glacial Oaks Estates and those lands lying between the Plat and Black Earth Creek. It is the responsibility of the Glacial Oaks Homeowners Association, Inc., and the lot owners, to maintain the Storm Water Management Areas so as to accomplish their purpose. The Storm Water Management Areas and drainage ways shall be constructed and maintained in accordance with the Stormwater Management Easement and Agreement recorded as Dane County Document No. 3682523. The Glacial Oaks Homeowners Association, Inc., its directors, officers, and agents shall have free and unfettered access to the Storm Water Management Areas in order to maintain the same.
- B. The Village of Cross Plains has a separate and distinct right to enforce the proper maintenance of the Storm Water Management Areas and may compel the Glacial Oaks Homeowners Association, Inc. and lot owners in the Plat to take all reasonable measures to keep the Storm Water Management Areas in good condition for the purpose they are intended.

VI. MINIMUM SIZES - RESIDENTIAL

- A. Residences constructed on Lots 5, 6 and 12 through 23, Glacial Oaks Estates, shall have a minimum square footage of finished living area (exclusive of porches, garages, decks, patios and basements) as follows:
 - 1. One story - 2,000 square feet;
 - 2. Two story - 2,800 square feet;
 - 3. Bi-level - 2,000 square feet on the first floor;
 - 4. Tri-level - 2,000 square feet above grade.

- B. One accessory building not exceeding 1,200 square feet of floor space is permitted, provided, however, the design review committee determines the buildable portion of the subject lot will accommodate such accessory building.

VII. SETBACKS

- A. Setbacks and building height limits for principal single family residence are as follows:

1.	Front Yard	Minimum 25 Feet
2.	Side Yard	Minimum 10 Feet
3.	Rear Yard	Minimum 25 Feet
4.	Building Height (measured Same as Dane County)	Maximum 35 Feet

- B. Setbacks and building height limit for accessory building are as follows:

1.	Front Yard	Minimum 30 Feet
2.	Side Yard	Minimum 10 Feet
3.	Rear Yard	Minimum 25 Feet
4.	Building Height (eave height)	Maximum 14 Feet

VIII. DESIGN GUIDELINES

The following guidelines shall govern the development of the lots affected hereby.

- A. No lot shall be further subdivided.
- B. All single family residences shall have an attached garage with a minimum of two car stalls and a maximum of four car stalls.
- C. All roofs of residential buildings constructed on the subject lots shall have a minimum of 5-12 pitch.
- D. Fences/walls of any type shall not be constructed on any lot until after the height, type, design and approximate location thereof have been approved in writing by the Design Review Committee. The question as to height or elevation of any wall shall be measured from the existing elevation of the property at or along the applicable points or lines.
- E. Building exteriors should emphasize harmony with the natural environment.
- F. Low-maintenance exteriors will be encouraged, e.g., brick, vinyl, aluminum, stone or natural-finished wood. Texture-111 (T-111), composition and

pressboard siding are not permitted. Not less than fifty percent (50%) of the side of the principal residence facing the street shall be covered with brick, stone or a similar decorative material.

- G. Detached garages are not permitted.
- H. Free-standing utility sheds are not a permitted use.
- I. The exteriors of any permitted accessory building shall be of materials, colors, and design so as to be compatible with the principal structure. No accessory building shall be constructed on a lot prior to construction of the principal structure (residence).
- J. Discharge of drainage from rooftops shall be controlled through gutters and downspouts. The openings of the downspouts should be located at least 6 feet from impervious surfaces and directed where possible toward side or rear lot lines to maximize natural infiltration of discharge of drainage. Design of other impervious surfaces (i.e. driveways, patios) should incorporate drainage to turf areas rather than direct drainage to the street system. Once lawn is established on any lot, exposed plastic drainpipe extensions are not permitted.
- K. The entrance at the street to each driveway shall be marked with a driveway entrance landmark on each side of the driveway. Driveway entrance landmarks shall be of stone or brick construction, not less than four (4) feet in height. The driveway entrance landmark on one side of each driveway shall feature an illuminated address number, identifying the property served by the driveway. The design, materials used and location of the driveway entrance markers shall be compatible to the residence constructed on the premises. The design, location and materials of the driveway entrance landmarks are subject to the prior approval of the Design Review Committee.
- L. Landscaping
 - 1. A suitable drainage pattern is particularly important and is required around all buildings.
 - 2. Landscaping should harmonize with all of Glacial Oaks Estates, but especially with the adjoining lots, if those lots have already been landscaped.
 - 3. Yards adjacent to the street terrace must be well maintained, especially if unconventional landscaping is used.
 - 4. Fence design and location must be approved by the Design Review Committee prior to installation. Fences should be compatible with the

architectural character of the Plat. Decorative materials may be required in fences where the same are not unobtrusive.

5. Unimproved portions of each lot shall be kept in lawn or under a cover crop of vegetation to minimize erosion and prevent growth of noxious weeds, except that family vegetable and flower gardens are permitted.
 6. Commercial harvesting of timber on any Lot affected hereby is prohibited.
- M. No exterior towers or television antennas shall be erected, except satellite antennas not exceeding 24 inches in diameter are permitted. Satellite antennas shall be located so as to be unobtrusive and screening may be required. The location of satellite antennas is subject to the approval of the Design Review Committee, prior to installation.
- N. Pet kennels or pet enclosures will be permitted only upon prior approval of the plans and specifications therefore by the Design Review Committee. Screening may be required.
- O. Exterior lighting installed on any Lot affected hereby is subject to the prior approval of the Design Review Committee. Exterior lighting shall be unobtrusive and directed so as not to disturb the occupants of neighboring properties.

IX. DRAINAGE

The Plat of Glacial Oaks Estates employs a unique storm water drainage system, which utilizes drainage swales and culverts in the street rights of way along all streets in the plat. The following restrictions are imposed to facilitate maintenance of this drainage system.

- A. The owner of each lot affected hereby, where required by the Town of Cross Plains, shall install a culvert under the driveway serving the owner's lot prior to commencement of any other construction on the lot. The culvert shall be of material and at a location determined by the Town Design Review Committee and approved by the Town of Cross Plains Building Inspector. Installation of the culvert and driveway serving a lot is subject to the Town of Cross Plains driveway ordinance and shall be constructed in conformance therewith.
- B. The owner of each lot shall at all times be responsible to maintain the culvert and drainage way(s) on the owner's lot. Construction and maintenance of the culvert and drainage way(s) on each lot is subject to the provisions of the Storm Water Management Easement and Agreement recorded as Dane County Document No. 3682523.

- C. The owner shall keep any culvert and drainage way serving the owner's lot open and free flowing and shall not obstruct or alter the contour of the drainage swale in any manner.
- D. Owner is responsible and shall promptly restore any alteration or damage to the culvert or drainage swale fronting owner's lot.
- E. No owner shall cause or permit the alteration of the grade on owner's lot in any manner, by excavation, landscaping or otherwise, in such a fashion that there is a change to the drainage pattern at the lot lines.
- F. All construction on each lot shall be in conformance with the grading plan approved by the Town Design Review Committee.

X. DRIVEWAYS

- A. Driveways on all lots subject hereto shall be hard surfaced, i.e. concrete or asphalt.
- B. No excavation for construction on any lot shall begin until the required drainage culvert and base for the driveway serving the lot are installed. The driveway base shall consist of not less than 4 inches of crushed rock.

XI. GENERAL RESTRICTIONS

- A. All construction of buildings and improvements, including lawn shall be completed within one (1) year of commencement of any work.
- B. No commercial signs or other advertising shall be displayed on any residential lot. (Customary "For Rent" or real estate "For Sale" signs of a modest size are excepted.)
- C. No refuse or unsightly object shall be allowed to be placed or subject to remain on any lot. Garbage cans, waste and waste receptacles must be screened.
- D. No lot shall be used in whole or in part as a public or private thoroughway for vehicular traffic.
- E. All motor vehicles, except those necessary for property maintenance, shall be driven only upon paved streets and driveways.
- F. There shall be a minimum of three (3) spaces per lot for off-street parking of highway motor vehicles.
- G. Commercial vehicles may be parked on paved areas or driveways only, for a

period of time not to exceed eight (8) hours within a twenty-four (24) hour period.

- H. No building shall be moved onto any of the lots subject hereto.
- I. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- J. No animals shall be raised or kept on any lot, except domestic pets, not exceeding three (3) over the age of four (4) months per residence. Commercial animal boarding, kenneling or treatment is prohibited on all lots.
- K. No temporary structure or building, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- L. All motor homes and other recreational vehicles, including motorcycles, boats, boat trailers, horse trailers, and snowmobiles, which are not stored in a building, shall be screened from the view of others by a fence, trees, shrubbery, or similar contrivances, except for temporary storage for a period not to exceed forty-eight consecutive hours in duration, with such temporary occurrences not to exist more than two times in any one calendar month.
- M. No lot shall be allowed to appear in an unclean or untidy condition or one that will be obnoxious to the eye nor shall any substance, junk, animal, machine or device be kept on any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity or the occupants of surrounding property.

XII. WAIVERS

For good cause shown the Design Review Committee may waive any of the restrictions imposed hereby if the committee determines that such provision is unduly burdensome under the circumstances as it affects a particular lot and that such waiver will not adversely affect any other owners of lots in the plat. The provisions of Sections IV-D and V regarding Storm Water Management Areas may not be waived by the Design Review Committee.

XIII. OWNERS ASSOCIATION

All owners of the lots in the Plat shall be members of the Glacial Oaks Owners Association, Inc., a Wisconsin non-stock corporation, and shall be subject to the Bylaws of that association.

XIV. DURATION

These restrictions shall be effective for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be automatically renewed for successive five (5) year periods, unless a majority of the owners of the lots affected hereby affirmatively assent to the termination of the restrictions. Provided, however, the provisions of these restrictions and covenants with respect to maintenance of the Storm Water Management Areas and drainage shall not be terminated without the express consent of the Village Board of the Village of Cross Plains and the Town Board of the Town of Cross Plains.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this 2nd day of April, 2003.

Ripp 7, Inc.

By Richard J. Ripp
Richard J. Ripp, President

By Nancy C. Scripko
Nancy Scripko, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me, this 2nd day of April, 2003 the above named Richard J. Ripp and Nancy Scripko to me known to be the persons and corporate officers who executed the foregoing instrument and acknowledged the same.

Jay D. Moretti
Jay D. Moretti, Notary Public
Dane County, Wisconsin
My commission is permanent.

This instrument drafted by
Attorney Jay D. Moretti

002808

**TAX PARCEL NUMBERS
FOR
GLACIAL OAKS ESTATES**

113/0707-091-0001-1
113/0707-091-0012-1
113/0707-091-0023-1
113/0707-091-0034-1
113/0707-091-0067-1
113/0707-091-0078-1
113/0707-091-0089-1
113/0707-091-0100-1
113/0707-091-0111-1
020/0707-091-0045-0
020/0707-091-0056-0
020/0707-091-0122-0
020/0707-091-0133-0
020/0707-091-6000-0
020/0707-091-6011-0
020/0707-091-6022-0
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020/0707-091-6055-0
020/0707-091-6066-0
020/0707-091-6077-0
020/0707-091-6088-0
020/0707-091-6099-0

Rec. Fee: 11.00
Pages: 1

DOCUMENT NO.

WARRANTY DEED

This Deed, made between RIPP 7, INC., a Wisconsin corporation, Grantor, and STEVEN J. SABER and WENDY J. SABER, husband and wife as survivorship marital property

Witnesseth, that the said Grantor, for a valuable consideration, receipt of which is hereby acknowledged, conveys to Grantee the following described real estate in Dane County, State of Wisconsin.

Lot Five
(5), Glacial Oaks Estates, in the Town
of Cross Plains, Dane County, Wisconsin.

000845

NAME AND RETURN ADDRESS
ATTORNEY JAY D. MORETTI
2305 Main Street
P.O. Box 106
Cross Plains, WI 53528-0106

Parcel Number: 020-0707-091-0045-0

This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging:

And grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except: **zoning and other governmental regulations, easements and restrictions of record, and will warrant and defend the same.**

Dated this 16 day of JANUARY, 2004.

Ripp 7, Inc.

By Richard J. Tapp (SEAL)

Richard J. Ripp, President

AUTHENTICATION

Signature of Richard J. Ripp authenticated this
16 day of JANUARY, 2004.

*Jay D. Moretti

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not
authorized by § 706.06, Wis. Stats.)

This instrument drafted by:

Jay D. Moretti

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
 _____ COUNTY)

Personally came before me this _____ day of _____, 2002, the above-named

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

(Signatures may be authenticated or acknowledged.
Both are not necessary)

Notary Public: _____ County, Wisc.
My Commission is permanent. (If not, state expiration
date: _____ 20_____)