

**DECLARATION OF CONDITIONS,  
COVENANTS AND RESTRICTIONS FOR THE  
2<sup>nd</sup> ADDITION TO QUAIL RIDGE SUBDIVISION  
Village of Barneveld, Iowa County, Wisconsin**

WHEREAS, KCJ Development, LLC, the owner of the plat of 2<sup>nd</sup> Addition to Quail Ridge Subdivision, in the Village of Barneveld, Iowa County, Wisconsin (the "Subdivision"), and recorded as Document No. 248244, Iowa County Registry, desires to control the purposes for which the land in said plat is used as well as obligating the owners of said land to be bound by certain conditions, restrictions, and reservations for the benefit of said property as a whole and for the benefit of each owner of any part thereof;

NOW, THEREFORE, KCJ Development, LLC (including its successors and/or assigns) (the "Developer"), hereby declares and provides that owners of all lots in the 2<sup>nd</sup> Addition to Quail Ridge, in the Village of Barneveld, Iowa County, Wisconsin except Outlots 1 and 2 ("Outlots") which are dedicated to the Village of Barneveld), are hereby subject to the following restrictions, covenants, and conditions. All lots in this Subdivision other than the Outlots shall be referred to collectively herein as "Residential Lots" or individually as a "Residential Lot".

All Residential Lots shall be used for residential purposes only with any structures erected, altered, placed or permitted to remain on any lot or part thereof subject to the following conditions, covenants and restrictions:

1. **Single Family Dwellings.** Unless specifically approved by the Developer and the Village of Barneveld (the "Village"), all Residential Lots in the Subdivision, including modifications and variations thereof, shall be utilized exclusively for single family dwellings.

2. **Architectural and Other Residential Lot Restrictions and Prohibitions.** The following restrictions are applicable to all Residential Lots within the Subdivision:

a. Single family dwellings shall have not less than one (1) nor more than three (3) automobile garage stalls, all of which shall be located within an attached or basement garage.

b. Structures on all single family Residential Lots shall have not less than the following minimum finished living areas:

- i. 1,150 square feet for single story dwellings;
- ii. 1,350 square feet for two story dwellings; and
- iii. 1,150 square feet for raised ranch or split level dwellings.

*Size requirements*

For the purpose of determining the finished living area of any dwelling, stair openings shall be included but open or screened porches, attached garages and basements, even if the basements are finished, shall be excluded. Any level which has at least half exposure at the front of the dwelling and is fully finished, or the portion of such level which is fully finished, shall be considered finished living area, and not a basement.

These minimum floor requirements may be waived by the Developer or the Committee (described in paragraph 2.t. below) in the event the proposed architecture of the

dwelling, in the opinion of the Developer, presents a pleasing appearance compatible with other dwellings in the Subdivision.

c. A single family dwelling may be used for a professional or business office if, and only if: (i) such office is incidental to the principal use of the dwelling as a single family residence; (ii) the office occupies less than three (300) square feet within the dwelling; (iii) the business or profession is conducted entirely within the dwelling; (iv) the business or profession is conducted without any signs, placards or other identification being visible from anywhere outside the dwelling; (v) the profession or business is in compliance with all applicable codes, laws and ordinances; and (vi) the profession or business is conducted without any employees who are not full time residents of the dwelling. No noxious or offensive trade or activity shall be carried on, nor shall any activity be carried on which constitutes, or may in the future constitute, a nuisance to the neighborhood.

d. Accessory uses to the principal permitted use of a dwelling as a single family residence, such as hobby or craft activities, are permitted within interior spaces of the dwelling when such accessory uses are conducted without disturbance or nuisance to any adjoining dwelling.

e. Only two (2) domestic animals, such as dogs, cats or other animals normally kept as pets within residential neighborhoods, may be kept by the residents of any dwelling at any particular time. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for fee or not. No dog kennels, dog runs, dog houses or other pet enclosures of any kind shall be permitted, unless the design and specifications for any such items are first approved in writing by the Developer or the Committee.

f. Accessory buildings are expressly prohibited, unless the design and specifications for any such building are first approved in writing by the Developer or the Committee.

g. Landscape planting and maintenance of the premises and any adjoining street terrace shall be the responsibility of the Residential Lot owner with complete visual screening in the front, rear and side boundaries of any Residential Lot prohibited. The minimum plantings required with respect to each dwelling constructed within the Subdivision shall include two (2) deciduous shade trees with a minimum trunk circumference of three inches, at least one (1) of which shall be in the front yard, and three (3) conifers/evergreen trees of a minimum height of three feet, at least two (2) of which shall be in the back yard, and such plantings shall be completed within twelve (12) months of the first occupancy of such dwelling.

h. All areas of any Residential Lot not used as a building site, lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended in its natural state so as to keep such areas in a neat and clean condition, free from noxious weeds. The owner of each Residential Lot shall keep the Residential Lot and all improvements in good order and repair, and free of debris or salvage material, all in a manner and with such frequency as is consistent with good property management. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall only be located in back or side yards.

i. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, erected in the Subdivision, shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be used as a dwelling.

j. No building previously erected elsewhere shall be moved upon any Residential Lot in the Subdivision, excepting new prefabricated construction which has been approved by the Developer or the Committee as hereinafter set forth.

k. Parking shall be prohibited on any portion of the lot except the driveway and garage. Parking of any commercial or service vehicles owned or operated by residents of the dwelling shall be prohibited unless such vehicles are kept in the garage. Storage of boats, trailers, snowmobiles, all terrain vehicles, travel trailers, mobile homes, campers, and other recreational vehicles of any type shall be prohibited unless kept in the garage. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading for a period not to exceed forty-eight (48) hours.

l. All driveways and walkways shall be constructed of concrete and shall be fully completed within twelve (12) months of the occupancy of the dwelling on any Residential Lot.

m. No Residential Lot as platted shall be resubdivided. No boundary line within the Subdivision shall be changed, except with the approval of the Developer or the Committee. This section shall not be construed to prevent the use of one Residential Lot and part or all of another Residential Lot as one building site.

n. No high intensity indiscriminate yard lighting shall be placed or utilized upon any Residential Lot without the prior written consent of the Developer or the Committee; provided, however, this provision shall not be interpreted to prohibit locational outdoor lighting illuminating entrances, walkways, driveways, patios, decks, and so forth.

o. There shall be no burning of trash, rubbish or other materials anywhere within the Subdivision unless specifically authorized by the Developer or the Committee pursuant to written guidelines which take into account safety considerations per Village ordinances.

p. No above ground swimming pools will be permitted. Other swimming pools will not be permitted without the prior written approval of the Developer or the Committee.

q. Nuisances such as loud or unreasonable noises shall not be permitted to exist upon any Residential Lot so as to be detrimental to any neighboring Residential Lot or its occupants. Exterior lighting shall not be directed in such a manner as to create annoyance to neighbors. Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection. No clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis.

r. No exterior antennas, satellite dishes or solar panels shall be permitted without the prior approval of the Developer or the Committee.

s. No fence shall be erected on any part of any Residential Lot without the prior written approval of the Developer or the Committee.

t. So long as the Developer has title to any part of the Subdivision, no new building, addition to a building, or other exterior alteration of an existing building (which shall include, without limitation, the construction of decks, porches or patios, the changing of the exterior color of any dwelling, the changing of the exterior materials of any dwelling, the changing of the size of any driveway, walkway, patio or deck) shall be erected or placed on any Residential Lot in the Subdivision until the plans, specifications, plot plan, landscaping plan and elevations showing the location of such building or alteration have been submitted to and approved in writing by the Developer. Such specifications shall also include all exterior materials and colors to be used for the building, addition or alteration. In addition to rejecting any building plan which does not meet the requirements set forth herein, the Developer shall have the right to reject any building plan which is deemed, in the sole discretion of the Developer, to be incompatible with other buildings or the Subdivision as a whole, because of color, exterior materials, architectural design/style or on any other reasonable basis. No plans shall be approved unless the owner furnishes a plot plan to the Developer indicating the elevation of the building relative to the street elevation. Such approval shall not be granted unless the finish grade is compatible to the finished grade of adjacent Residential Lots or Outlots, as the case may be, if adjacent Residential Lots have previously been approved, or unless such grade is compatible to what the Developer deems to be the reasonably desirable grade level for the Residential Lot in question. The Developer shall maintain a copy of all approved plot plans for the benefit of other purchasers in planning their individual elevations. After the Developer ceases to have title to any Residential Lot in the Subdivision, the responsibilities and rights of the Developer under the subparagraph may be taken over by a Committee (the "Committee") consisting of three (3) owners of Residential Lots within said Subdivision which shall be appointed by the Developer. The members of such Committee shall have the right to appoint successor members if any member resigns, and decisions of the Committee shall be by majority vote. In the event no such Committee is designated or the Developer or Committee does not approve or reject such plans, specifications, plot plan and elevations within twenty (20) days after such plans, containing all the information required herein, have been submitted to the approving authority, then no such approval shall be required. If plans are submitted to the Developer or the Committee which are incomplete or do not contain all the information required herein, the Developer or the Committee may reject such plans without further review and may require that plans containing all necessary information be submitted for review.

u. Front yard setbacks, rear yard requirements and side yard requirements for all dwellings on lots shall be consistent with such requirements as set forth in the applicable zoning ordinances of the Village which are in effect at the time any such dwelling is constructed. Plot plans submitted to the Developer or the Committee for approval shall show all of the dimensions of the front, rear and side yards.

3. **Drainage Swales.** No owner of any Residential Lot shall grade or obstruct any drainage swale which is in existence at the time of development of the Subdivision so as to impede the flow of drainage water from other Residential Lots across such swale.

4. **Utility Easements.** The owner of any Residential Lot shall not change the elevation of the utility easement in excess of six (6") inches without the permission of Alliant Energy or its successor, and such owner shall be responsible for any damages to underground utilities caused by any changes in grade by more than six (6") inches.

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5. **Duration and Amendment.** These conditions, covenants and restrictions 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 Residential Lots subject to this document. This Declaration, or any part thereof, may be amended in writing by an instrument signed by the owners of not less than two-thirds of the Residential Lots in the Subdivision. The instrument shall be recorded. Until such time as the Developer has sold at least fifty percent (50%) of the Residential Lots within the Subdivision, he reserves the right to unilaterally amend this Declaration without the consent of any other Residential Lot owner. Additionally, these conditions, covenants and restrictions are for the public benefit pursuant to Wis. Stats. Sec. 236.293, and may not be modified without the written approval of the Village of Bameveld.

6. **Remedies.** These conditions, covenants and restrictions may be enforced by, and the violation of them shall create a cause of action against the violator and in favor of:

- a. The Developer, until such time as the Developer no longer owns any Residential Lot within the Subdivision; and
- b. The owner of any Residential Lot within the Subdivision.

Any such persons shall have the right and standing to bring abatement proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants or restrictions and may pursue said additional rights and remedies as may be provided for in law or in equity. The prevailing party in any such action shall be awarded reasonable attorneys fees and costs. Failure to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

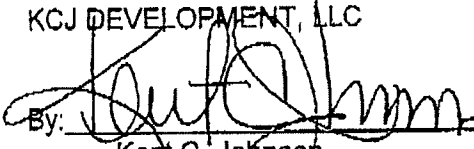
7. **Severability.** Invalidation of any one of these covenants, restrictions or conditions or any severable part of same, by judgment or court orders, shall not affect any of the other provisions which shall remain in full force and effect.

8. **Applicable Laws.** The Declaration shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

9. **Captions.** The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions hereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 18<sup>th</sup> day of December, 2001.

KCJ DEVELOPMENT, LLC

By:  (SEAL)  
Kert C. Johnson  
Authorized Member

248246

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DECLARATION OF RESTRICTIONS

RECORDED  
Dodgeville WI 53533

The parcels subject to this Declaration are as follows:  
Lots 92-97, 100-112 and 116-150,  
2<sup>nd</sup> Addition to Quail Ridge Subdivision  
in the Village of Barneveld, Iowa County, Wisconsin

DEC 2 8 2001

10:30 O'CLOCK A M  
*[Signature]*  
DORIEL EDGE, Iowa Co. Register of Deeds

Return to:  
Village of Barneveld  
Village Clerk  
403 East Business 10  
Barneveld, Wisconsin 53507

Parcel No. 371

WHEREAS, KCJ Development, LLC ("KCJ"), is the owner of all lots in the 2<sup>nd</sup> Addition to Quail Ridge Subdivision, in the Village of Barneveld, Iowa County, Wisconsin (the "Subdivision"); and

WHEREAS, KCJ is developing the Subdivision in separate phases over a period of time; and

WHEREAS, the lots in the Subdivision referenced above shall hereinafter be referred to collectively as the "Lots"; and

WHEREAS, KCJ entered into an Agreement for Land Division Improvements with the Village of Barneveld dated the 11th day of October, 2001 (the "Land Division Agreement") with regard to the development of twenty-eight (28) residential lots of the Subdivision, which lots are described as Lots 71-91, 98-99, 113-115 and 151-152, 2<sup>nd</sup> Addition to Quail Ridge Subdivision, in the Village of Barneveld, Iowa County, Wisconsin (the "Phase One"); and

WHEREAS, KCJ intends to develop the Lots not included in Phase One (the "Future Lots") at a later date, and which development will be the subject of a future agreement or agreements for land division improvements with the Village of Barneveld; and

WHEREAS, pursuant to the terms of the Land Division Agreement, KCJ has agreed to record this Declaration of Restrictions regarding the Future Lots.

NOW, THEREFORE, KCJ (including its successors and/or assigns) hereby declares and provide that all Future Lots in the Subdivision are hereby subject to the following restrictions:



OCT. 8. 2002 9:55AM

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1. Restrictions on Transfers and Sales. No Future Lots may be transferred or sold without prior written approval from the Village of Barneveld unless all of the Future Lots are being conveyed to another individual or entity in a single transaction.
2. Restrictions on Construction of Improvements. No improvements shall be constructed on any of the Future Lots without the prior written approval of the Village of Barneveld.
3. Binding Effect. The restrictions set forth herein shall be binding upon and inure to the benefit of the parties, their successors and assigns, and shall be deemed to run with the land.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 18th day of December, 2001.

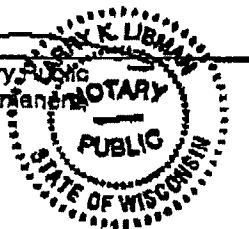
KCJ DEVELOPMENT, LLC

by: [Signature] (SEAL)  
 Kent C. Johnson  
 Authorized Member

STATE OF WISCONSIN )  
 ) ss  
 COUNTY OF DANE

Personally came before me this 18th day of December, 2001, the above named Kent C. Johnson, to me known to be Authorized Member of KCJ Development, LLC and further known to be the person who acknowledged the same.

[Signature]  
 Larry K. Libman, Notary Public  
 My Commission is Permanent



This instrument was drafted by  
 Attorney Larry K. Libman  
 AXLEY BRYNELSON, LLP  
 Two East Main Street, Suite 200  
 Madison, Wisconsin 53701-1767  
 (608) 257-5661

